

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of AT&T Ohio)
for the Review of an Agreement Pursuant to Section 252)
of the Telecommunications Act of 1996.)

TRF Docket No. 90-_____

Case No. 10-0593-**TP**- NAG

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) The Ohio Bell Telephone Company
DBA(s) of Registrant(s) AT&T Ohio
Address of Registrant(s) 150 E. Gay St., Room 4-C, Columbus, Ohio 43215
Company Web Address www.att.com

Regulatory Contact Person(s) Jon F. Kelly
Regulatory Contact Person's Email Address jk2961@att.com

Phone 614-223-7928 Fax 614-223-5955

Contact Person for Annual Report Michael R. Schaedler

Phone 216-822-8307

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Consumer Contact Information Kathy Gentile-Klein

Phone 216-822-2395

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
<u>Tier 1 Regulatory Treatment</u>				
Change Rates within approved Range	<input type="checkbox"/> TRF <u>1-6-04(B)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-04(B)</u> (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA <u>1-6-04(B)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-04(B)</u> (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW <u>1-6-12(A)</u> (Non-Auto)	<input type="checkbox"/> ATW <u>1-6-12(A)</u> (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF <u>1-6-04(B)</u> (Auto 30 days)		
<u>Tier 2 Regulatory Treatment</u>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	<input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to [4901:1-7](#)), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-14 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, _____, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at (Location) _____

*(Signature and Title) _____

(Date) _____

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Jon F. Kelly,
verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) _____ /s/ Jon F. Kelly - General Attorney (Date) April 30, 2010

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR



Jon F. Kelly
General Attorney
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150 E. Gay St., Rm. 4-A
Columbus, Ohio 43215

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F: 614.223.5955
jk2961@att.com

April 30, 2010

Reneé J. Jenkins, Secretary
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

Re: AT&T Ohio/IntelliFiber Networks, Inc.
Case No. 10-0593-TP-NAG

Dear Ms. Jenkins:

AT&T Ohio¹ submits for the Commission's review its agreement dated April 28, 2010 with IntelliFiber Networks, Inc. The agreement is submitted pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996 ("the Act").

Pursuant to Section 252(i) of the Act, IntelliFiber Networks, Inc. has adopted the interconnection agreement between AT&T Ohio and TDS Metrocom, Inc., as amended ("the underlying agreement"). The Commission approved the underlying agreement on May 29, 2003 in Case No. 02-1254-TP-ARB. Included with this filing are four amendments to the underlying agreement.

Thank you for your courtesy and assistance in this matter. Please contact me if you have any questions.

Very truly yours,

/s/ Jon F. Kelly

Enclosures

¹ The Ohio Bell Telephone Company uses the name AT&T Ohio.

**INTERCONNECTION AGREEMENT
UNDER SECTIONS 251 AND 252
OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement (the "MFN Agreement"), is being entered into by and between The Ohio Bell Telephone Company¹ (which uses the registered trade name AT&T Ohio) ("AT&T Ohio") and IntelliFiber Networks, Inc. ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt the Interconnection Agreement by and between AT&T Ohio and TDS Metrocom, Inc. for the State of Ohio, which was approved by the Public Utilities Commission of Ohio ("the Commission") under Section 252(e) of the Act on May 29, 2003 in Case No. 02-1254-TP-ARB, including any amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

WHEREAS, based upon applicable Commission rules, this MFN Agreement is effective upon filing and is deemed approved by operation of law on the 91st day after filing; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Ohio hereby agree as follows:

1.0 Incorporation of Recitals and Separate Agreement by Reference

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.
- 1.2 Except as expressly stated herein, the Separate Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

2.0 Modifications to Separate Agreement

- 2.1 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of this MFN Agreement be deemed to refer to CLEC.
- 2.2 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall, consistent with Commission practice, for purposes of this MFN Agreement (but excluding the title page and Section 4) entitled "Intervening Law", be deemed to refer to the date this MFN Agreement is filed with the Commission (although this MFN Agreement is subject to Commission approval and will be deemed approved by operation of law on the 91st day after filing). In addition, this MFN Agreement shall expire on August 1, 2004 (the "Expiration Date"). The change in "Effective Date" within the MFN Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and so it is clear that neither Party may commence operations under the MFN Agreement until after it is effective and is in no way intended to extend the MFN Agreement beyond the Expiration Date set forth above. The term "Effective Date" for purposes of Section 4 shall mean the 8th day of June, 2003.
- 2.4 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

¹ The Ohio Bell Telephone Company (previously referred to as "Ohio Bell" or "SBC Ohio") now operates under the name "AT&T Ohio."

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Margaret H. Ring/Director-Regulatory Affairs
STREET ADDRESS	3300 N Pace Blvd
CITY, STATE, ZIP CODE	Pensacola, FL 32505
FACSIMILE NUMBER	850-432-0218

- 2.5 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to AT&T Ohio under this MFN Agreement at the following address:

NOTICE CONTACT	<u>AT&T-13</u> STATE CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

3.0 Reservations of Rights

- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.
- 3.2 It is AT&T Ohio's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all other rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

IntelliFiber Networks, Inc.

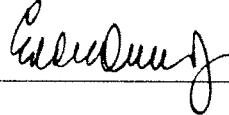
By: 

Printed: Clint Heiden

Title: President
(Print or Type)

Date: 4/22/10

The Ohio Bell Telephone Company d/b/a AT&T Ohio by
AT&T Operations, Inc., its authorized agent

By: 

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 4.28.10

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996

ILLINOIS BELL TELEPHONE COMPANY,
INDIANA BELL TELEPHONE COMPANY INCORPORATED, MICHIGAN BELL
TELEPHONE COMPANY
D/B/A AMERITECH MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A SBC
NEVADA BELL TELEPHONE COMPANY,
THE OHIO BELL TELEPHONE COMPANY,
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC PACIFIC BELL TELEPHONE
COMPANY, THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY,
SOUTHWESTERN BELL TELEPHONE, L.P. D/B/A SOUTHWESTERN BELL
TELEPHONE COMPANY AND/OR WISCONSIN BELL, INC. D/B/A AMERITECH
WISCONSIN

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SUBJECT

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Ohio Pricing Merger Promotion Template.....	PRICING MERGER-OH
Ohio Performance Remedy Plan	Performance Remedy Plan

**INTERCONNECTION AGREEMENT- UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

Between

**Ohio Bell Telephone Company
(Ameritech Ohio)**

and

TDS METROCOM, INC.

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INTERCONNECTION AGREEMENT

This Interconnection Agreement - under Sections 251 and 252 of the Telecommunications Act of 1996 (Agreement) is dated as of _____, 2003 by and between **The Ohio Bell Telephone Company (“AMERITECH-OHIO”)**, and, TDS Metrocom, Inc. (“CLEC”) (a Delaware corporation), shall apply to the state of Ohio.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business End Users in the states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC intends to operate where **AMERITECH-OHIO** is the incumbent Local Exchange Carrier and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement CLEC and **AMERITECH-OHIO** hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION AND SCOPE OF AGREEMENT

- 1.1 This Agreement sets forth the terms, conditions and prices under which **AMERITECH-OHIO** agrees to provide (a) services for resale (hereinafter referred to as Resale services), (b) unbundled Network Elements, (c) Ancillary Functions and (d) Interconnection to CLEC. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to **AMERITECH-OHIO'S** network and compensation for the transport and termination of telecommunications.
- 1.2 The Network Elements or Resale Services provided pursuant to this Agreement may be connected to other Network Elements or Resale Services provided by **AMERITECH-OHIO** or to any network components provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement, CLEC may at any time add, delete relocate or modify the Resale Services, Network Elements purchased hereunder.
- 1.3 Except as provided in this Agreement, during the term of this Agreement, **AMERITECH-OHIO** will not discontinue, as to CLEC, any Network Element, or Ancillary Functions offered to CLEC hereunder. This Section is not intended to impair **AMERITECH-OHIO'S** ability to make changes in its Network, so long as such changes are consistent with the Act and do not result in the discontinuance of the offerings of Network Elements or Ancillary Functions made by **AMERITECH-OHIO** to CLEC as set forth in the terms of this Agreement.
- 1.4 **AMERITECH-OHIO** may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.
- 1.5 This Agreement includes and incorporates herein all accompanying Appendices, Addenda and Exhibits.
- 1.6 Unless otherwise provided in the Agreement, **AMERITECH-OHIO** will perform all of its obligations concerning its offering of Resale Services and Unbundled Network Elements under this Agreement throughout the entire service area where **AMERITECH-OHIO** is deemed to be the Incumbent Local Exchange Carrier under the Act.; provided, that **AMERITECH-OHIO'S** obligations to provide Ancillary Functions or to meet other requirements of the Act covered by this Agreement are not necessarily limited to such service areas. provided, that **AMERITECH-OHIO'S** obligations to provide Ancillary

Functions or to meet other requirements of the Act covered by this Agreement are not necessarily limited to such service areas.

2. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below in, Section 2.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

2.1 GENERAL DEFINITIONS

2.1.1 **“A-link”** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.

2.1.2 **“Act”** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.1.3 **“Access Compensation”** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC’s tariffed access rates.

2.1.4 **“Access Service Request” (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

2.1.5 **“Advanced Services”** means intrastate or Interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an **AMERITECH-OHIO** Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:

2.1.5.1 Data services that are not primarily based on packetized technology, such as ISDN,

2.1.5.2 x.25-based and x.75-based packet technologies, or

2.1.5.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.

2.1.6 **“Affiliate”** is As Defined in the Act.

2.1.7 **“Alternate Billing Service (ABS)”** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

2.1.8-2.1.11 Not Used.

2.1.12 **AM-MI** - As used herein, **AM-MI** means the applicable **SBC**-owned ILEC doing business in Ohio.

2.1.13 **“Applicable Law”** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

2.1.14 **“As Defined in the Act”** means as specifically defined by the Act.

2.1.15 **“As Described in the Act”** means as described in or required by the Act.

2.1.16 **“Automated Message Accounting” (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

2.1.17 **“Billed Number Screening (BNS)”** means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

2.1.18 **“Bona Fide Request” (BFR)** is the process described in the applicable Appendix UNE.

- 2.1.19 **“Business Day”** means Monday through Friday, excluding holidays on which the applicable SBC-owned ILEC does not provision new retail services and products.
- 2.1.20 **“Busy Line Verification” (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.
- 2.1.21 **“CABS”** means the Carrier Access Billing System.
- 2.1.22 **“Calling Card Service”** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.
- 2.1.23 **“Calling Name Database”** means a Party’s database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party’s Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.
- 2.1.24 **“Calling Name Delivery Service (CNDS)”** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the End User’s premise between the first and second ring for display on compatible End User premises equipment.
- 2.1.25 **“Calling Name Information”** means a Telecommunications Carrier’s records of its End Users names associated with one or more assigned ten-digit telephone numbers.
- 2.1.26 **“Calling Number Delivery”** means a feature that enables an End User to view the directory number of the calling party on a display unit.
- 2.1.27 **“Calling Party Number” (CPN)** means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 2.1.28 **“Centralized Message Distribution System” (CMDS)** means the transport system that LECs use to exchange outcollect and Carrier Access Billing System “CABS” access messages among each other and other Parties connected to CMDS.

- 2.1.29 **“Central office switch” (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
- 2.1.29.1 **“End Office Switch” or “End Office”** is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
 - 2.1.29.2 **“Tandem Office Switch” or “Tandem(s)”** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 2.1.30 **“CNAM Query”** means a LIDB Service Application that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC’s local CNDS subscribers.
- 2.1.31 **“CNAM Query Rate”** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.
- 2.1.32 **“Collocation”** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation.
- 2.1.33 **“Commercial Mobile Radio Services” (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 2.1.34 **“Commission”** means the **Public Utilities Commission of Ohio (PUCO)**.
- 2.1.35 **“Common Channel Signaling” (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 2.1.36 **“Common Language Location Identifier” (CLLI)** codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.
- 2.1.37 **“Consequential Damages”** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive,

exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

- 2.1.38 **“Customer Usage Data”** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by AMERITECH-OHIO and forwarded to CLEC.
- 2.1.39 **“Custom Local Area Signaling Service Features” (CLASS Features)** means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 2.1.40 **“End Users”** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 2.1.41 **“Customer Name and Address Information” (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 2.1.42 **“Delaying Event”** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 2.1.42.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
- 2.1.42.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

2.1.42.3 any Force Majeure Event.

2.1.43 **“Dialing Parity”** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

2.1.44 **“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.

2.1.44.1 **“Digital Signal Level 0” (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

2.1.44.2 **“Digital Signal Level 1” (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.1.44.3 **“Digital Signal Level 3” (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.1.45 **“Digital Subscriber Line” (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.

2.1.46 **“Electronic File Transfer”** is any system or process that utilizes an electronic format and protocol to send or receive data files.

2.1.47 **“Enhanced Service Provider” (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.

2.1.48 **“Exchange Access”** is As Defined in the Act.

2.1.49 **“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

2.1.50 **“Exchange Message Interface” (EMI)** (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

2.1.51 **“Exchange Service”** means Telephone Exchange Service, As Defined in the Act.

2.1.52 **“Feature Group A” (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the

interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.

- 2.1.53 **“Feature Group D” (FG-D)** is access available to all customers, providing trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for customer’s use in originating and terminating communications.
- 2.1.54 **“FCC”** means the Federal Communications Commission.
- 2.1.55 **“Foreign Exchange” (FX)** means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers “LECs”, is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.
- 2.1.56 **“Governmental Authority”** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 2.1.57 **“Group Record”** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NPA-0/1XX.
- 2.1.58 **“Incumbent Local Exchange Carrier” (ILEC)** is As Defined in the Act.

- 2.1.59 **“Intellectual Property”** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 2.1.60 **“Integrated Services Digital Network” (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 2.1.61 **“Interconnection”** is As Defined in the Act.
- 2.1.62 **“Interexchange Carrier” (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 2.1.63 **“InterLATA”** is As Defined in the Act.
- 2.1.64 **“Intermediate Distribution Frame” (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 2.1.65 **“Internet Service Provider” (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.
- 2.1.66 **“IntraLATA Toll Traffic”** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 2.1.67 **“LIDB Editor”** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.
- 2.1.68 **“Line Information Data Base” (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Data Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.

- 2.1.69 **“LIDB Service Applications”** means the query types accepted for access to LIDB information.
- 2.1.70 **“Line Record”** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.
- 2.1.71 **“Local Access Transport Area” (LATA)** is As Defined in the Act.
- 2.1.72 **“Local Exchange Carrier” (LEC)** is As Defined in the Act.
- 2.1.73 **“Local Exchange Routing Guide” (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 2.1.74 **“Local Calls”**, for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.
- 2.1.75 **“Local Number Portability”** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 2.1.76 **“Location Routing Number” (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 2.1.77 **“Local Service Provider” (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User’s service.

- 2.1.78 **“Loss” or “Losses”** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).
- 2.1.79 **“MECAB”** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum “OBF”, which functions under the auspices of the Carrier Liaison Committee “CLC of the Alliance for Telecommunications Industry Solutions “ATIS”. The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 2.1.80 **“MECOD”** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.
- 2.1.81 **“Meet-Point Billing” (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 2.1.82 **“Meet-Point Trunks/Trunk Groups” (MPTGs)** are used for the joint provision of Switched Access services, pursuant to Telcordia Technical References GR-394-CORE “GR-394” and GR-317-CORE “GR-317”. MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.
- 2.1.83 **“Multiple Bill/Single Tariff”** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff (MM).

- 2.1.84 **“Mutual Compensation”** is the compensation agreed upon by the Parties for those “Local Calls” that originate on one network and terminate on the other network.
- 2.1.85 **“Network Data Mover” (NDM)** is an industry standard protocol for transferring information electrically.
- 2.1.86 **“Network Element”** is As Defined in the Act.
- 2.1.87 **“North American Numbering Plan” (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 2.1.88 **“Numbering Plan Area” (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.
- 2.1.89 **“Number Portability”** is As Defined in the Act.
- 2.1.90 **“NXX” or “Central Office Code”** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 2.1.91 **“Ordering and Billing Forum” (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 2.1.92 **“Originating Point Code” (OPC)** means a code assigned to identify CLEC’s system(s) that originate SS7 messages, including LIDB Service Queries.

- 2.1.93 **“Party”** means either CLEC or the **SBC**-owned ILEC; use of the term **“Party”** includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement. **“Parties”** means both CLEC and the **SBC**-owned ILEC; use of the term **“Parties”** includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement.
- 2.1.94 **“Permanent Number Portability” (PNP)** is a long term method of providing LNP using LRN.
- 2.1.95 **“Point of Interconnection” (POI)** is a physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.
- 2.1.96 **“Physical Collocation”** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.
- 2.1.97 **“Rate Center Area”** means the following in each applicable area:
- 2.1.97.1 **AMERITECH-OHIO**
- 2.1.97.1.1 **“Rate Center”** means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.
- 21.98 **“Rating Point”** means the V&H coordinates associated with a particular telephone number for rating purposes.
- 21.99**“Reference of Calls”** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 2.1.100 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England

Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2.1.101 **AMERITECH-OHIO** - As used herein, **AMERITECH-OHIO** means Ohio Bell Telephone Company, the applicable SBC owned ILEC(s) doing business in Ohio.

2.1.104 Intentionally Omitted.

2.1.105 Intentionally Omitted.

2.1.106 Intentionally Omitted.

2.1.107 **“Service Control Point” (SCP)** is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.

2.1.108 **“Service Management System” (SMS)** means an off-line system used to access, create, modify, or update information in a Database.

2.1.109 **“Service Provider Number Portability” (SPNP)** is synonymous with Permanent Number Portability “PNP”.

2.1.110 **“Service Switching Point” (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.

2.1.111 **“Signaling System 7” (SS7)** means a signaling protocol used by the CCS Network.

2.1.112 **“Signal Transfer Point” (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

2.1.113 **“Sleuth”** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.

- 2.1.114 **“Special Billing Number” SBN** means a Line Record in LIDB that is based on an NXX-o/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).
- 2.1.115 **“State Abbreviation”** means the following:
- 2.1.115.1 “OH” means Ohio.
- 2.1.121 **“Switched Access Detail Usage Data”** means a category 1101xx record as defined in the EMR Telecordia Practice BR 010-200-010.
- 2.1.122 **“Synchronous Optical Network” (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (“OC-1/STS-1”) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 2.1.123 **“Tape Load Facility”** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.
- 2.1.124 **“Telecommunications”** is As Defined in the Act.
- 2.1.125 **“Telecommunications Carrier”** is As Defined in the Act.
- 2.1.126 **“Telecommunications Service”** is As Defined in the Act.
- 2.1.127 **“Telephone Exchange Service”** is As Defined in the Act.
- 2.1.128 **“Telephone Toll Service”** is As Defined in the Act.
- 2.1.129 **“Toll Billing Exception Service” (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 2.1.130 **“Toll Free Service”** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).
- 2.1.131 **“Translation Type”** means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries that use the same Translation Type are routed to

the same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.

2.1.132 **“Trunk”** means a communication line between two switching systems.

2.1.133 **“Wire Center”** is the location of one or more local switching systems. A point at which End User’s loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

2.2 DEFINITIONS APPLICABLE TO AMERITECH REGION ONLY

2.2.1 **“Data Base Administration Center”** (DBAC) means an **AMERITECH-OHIO** location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

2.2.2 **“Designated Central Office Document”** (Document DCO) is a document that is referenced in **AMERITECH-OHIO** Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the CLEC Central Offices, CLEC Routing Points, Activation Dates, the POI(s) and the applicable **AMERITECH-OHIO** Central Offices.

2.2.3 **“Digital Cross Connect Panel”** (DSX Panel) means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

2.2.4 **“Fiber Meet”** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party’s responsibility or service begins and the other Party’s responsibility ends.

2.2.5 **“Interconnection Activation Date”** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.

2.2.6 **“Main Distribution Frame”** (MDF) is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.

2.2.7 **“Plain Old Telephone Service” (POTS)** means telephone service for the transmission of human speech.

2.2.8 **“Routing Point”** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

2.5 DEFINITIONS APPLICABLE TO AMERITECH REGION ONLY

2.5.1 **“Centralized AMA” (CAMA)** is an arrangement where the AMA equipment is centralized in, for example, a Tandem and is used by offices that do not have LAMA (Local AMA). The End Office Switch must send ANI digits to the CAMA office for billing a calling subscriber.

2.5.2 **“Inter-wire Center Transport”** means the transmission facilities between serving wire centers.

2.6 DEFINITIONS APPLICABLE TO AMERITECH REGION ONLY

2.6.1 **“Automatic Route Selection” or “ARS”** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

2.6.2 **“Control Office”** means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP. These definitions appear to be related to two different scenarios and will need to remain in tact.

2.6.3 **“Enhanced LECLink”** is an customer access service to the national distribution of billing records via Telcordia’s Centralized Message Distribution System (CMDS).

2.6.4 **“Integrated Digital Loop Carrier”** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined

into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

2.6.5 **“Line Side”** refers to the switch port toward the CLEC’s side of the equipment.

2.6.6 **“Local Loop Transmission”, “Unbundled Local Loop”, “Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at an End User’s premise to the Main Distribution Frame or other designated frame or panel in the **AMERITECH-OHIO** Serving Wire Center.

2.6.7 **“Switched Exchange Access Service”** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

2.7 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation” and/or “but not limited to.” The words “will” and “shall” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

3.0 Effective Date

3.1 This Agreement becomes effective (“Effective Date”) (1) when executed by each Party and ten (10) calendar days after the approved by the State Commission under Section 252(e) of the Act; or (2) absent such Commission approval, by operation of law pursuant to Section 252(e)(4) of the Act.

4.0 Intervening Law

- 4.1 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of either the date that CLEC filed its petition for arbitration with the Commission if this Agreement was arbitrated or, if not arbitrated, the date that the parties submitted this Agreement for approval by the Commission Date (“Applicable Rules”). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions and collectively of each such Amended Rules relating to any of the provisions in this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in AT&T Corp. v. Iowa Utilities Bd., 525 U.S. 366 (1999) (and on remand Iowa Utilities Board v. FCC, 219 F.3d 744 (8th Cir. 2000) and Ameritech v. FCC, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, Verizon v. FCC, et. al, 535 U.S. ____ (2002). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

5.0 Term of Agreement

- 5.1 This Agreement will become effective as of the Effective Date stated above, and will expire on August 1, 2004 (the “Term”). Absent the receipt of a written Notice of Non Renewal and Request for Negotiation (Non Renewal Notice) from one Party to the other Party , not later than 180 days before the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on or after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.2 Notwithstanding any other provision of this Agreement, either Party (the “Terminating Party”) may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement in the event that the other Party fails to perform a material obligation or breaches a material term of

this Agreement and the other Party (i) fails to cure such nonperformance or breach within forty-five (45) calendar days after receiving written notice thereof pursuant to this Section 5.2.; and (ii) has not commenced a dispute regarding the subject of the breach pursuant to Section 16.2.1 within the same forty-five (45) calendar days; and (iii) fails to obtain and provide to the Terminating Party within that same forty-five (45) calendar days an Order by the Commission prohibiting or delaying such termination. Any termination pursuant to this section 5.2 shall take effect immediately upon delivery of written notice by the Terminating Party to the other Party that it is effecting termination pursuant to this Section 5.2 and that conditions (i) and (ii) above pertain.

- 5.3 If pursuant to Section 5.1, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.4 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
- 5.4.1 Each Party shall continue to comply with its obligations set forth in Section 5.2; and
- 5.4.2 Each Party shall promptly pay all amounts owed under this Agreement, or follow the procedures for billing disputes as set forth herein.
- 5.4.3 Each Party's confidentiality obligations shall survive; and
- 5.4.4 Each Party's indemnification obligations shall survive.
- 5.5 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide **AMERITECH-OHIO** written confirmation if CLEC wishes to pursue a successor agreement with **AMERITECH-OHIO** or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with **AMERITECH-OHIO**, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **AMERITECH-OHIO** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

- 5.6 The rates, terms and conditions of this Agreement shall continue in full force and effect until the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.
- 5.7 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with **AMERITECH-OHIO** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. On the earlier of (i) the ninety-first (91st) calendar day following **AMERITECH-OHIO'S** receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the **Commission** of the adoption of an agreement under 252(i) , the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.8 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with **AMERITECH-OHIO** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the **SBC**-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) calendar days after the date CLEC provided or received notice of expiration or termination. On the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.9 In the event of termination of this Agreement pursuant to Section 5.8, **AMERITECH-OHIO** and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

6.0 Assignment

- 6.1 Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent will not be unreasonably withheld; provided, that **AMERITECH-OHIO** may assign its rights and delegate its benefits and delegate its duties and obligations under this Agreement without the consent of CLEC to a 100 per cent owned affiliate of **SBC**, provided the performance of any such assignee is guaranteed by the assignor. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.
- 6.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

7. DELEGATION TO AFFILIATE

- 7.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to take some or all of such actions to fulfill such obligations. Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

8. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- 8.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.
- 8.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:
- 8.2.1 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
- 8.2.2 Is, or becomes publicly known through no wrongful act of the Receiving

Party; or

- 8.2.3 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
- 8.2.4 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 Proprietary Information; or
- 8.2.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- 8.2.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 8.2.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

8.3 Proposed Disclosure of Proprietary Information to a Governmental Authority

- 8.3.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary 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 Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.
- 8.3.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary 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

Proprietary 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 8.3 with respect to all or part of such requirement.

- 8.3.3 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 8.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

- 8.4 Notwithstanding any of the foregoing, **AMERITECH-OHIO** shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to **AMERITECH-OHIO'S** activities under the Act if **AMERITECH-OHIO** has provided reasonable prior written notice to CLEC and obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

- 8.5 The Parties agree that an impending or existing violation of any provision of this Section 8 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. In the event of any breach of this Section 8 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

9. Liability and Indemnification

9.1 Limitation of Liabilities

- 9.1.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount AMERITECH-OHIO or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.
- 9.1.2 Except as otherwise provided in specific appendices, in the case of any loss alleged or made by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 9.1.3 NO CONSEQUENTIAL DAMAGES

NEITHER CLEC NOR AMERITECH-OHIO WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTIES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT AMERITECH-OHIO'S OR CLECS LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY

INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY AMERITECH-OHIO OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

- 9.1.4 This Section 9 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

10. REMEDIES

- 10.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

11. INTELLECTUAL PROPERTY

- 11.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

12. INDEMNITY

- 12.1 Intentionally omitted.
- 12.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the “**Indemnifying Party**”) shall release, defend and indemnify the other Party (the “**Indemnified Party**”) and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct (“**Fault**”) of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party’s provision of Interconnection, Resale Services, Network

Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

12.3 A Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party ("**Indemnified Party**") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided under this Agreement involving:

12.3.1 any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

12.3.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

12.3.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

- 12.3.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, functions, facilities, products or services; provided under this Agreement; and
 - 12.3.1.2.2 no infringement would have occurred without such modification.
 - 12.3.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (**CALEA**); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.
- 12.4 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI for Declaratory Ruling. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.
 - 12.4.1 **AMERITECH-OHIO** agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as **AMERITECH-OHIO**.
 - 12.4.1.1 **AMERITECH-OHIO** shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by **AMERITECH-OHIO**.
 - 12.4.1.2 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, **AMERITECH-OHIO** shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to **AMERITECH-OHIO** under the vendor contract and the terms of the contract (excluding cost terms). **AMERITECH-**

OHIO shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

12.4.1.3 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 12.4.1.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including **AMERITECH-OHIO**.

12.4.2 **AMERITECH-OHIO** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with CLEC's Network Elements) in **AMERITECH-OHIO's** network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights **AMERITECH-OHIO** agrees in Section 12.4.1 to use its best efforts to obtain.

12.4.3 **AMERITECH-OHIO** does not and shall not indemnify defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with **AMERITECH-OHIO'S** network and unbundling and/or combining **AMERITECH-OHIO'S** Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights **AMERITECH-OHIO** agrees in Section 12.4.1 to use its best efforts to obtain.

12.4.4 Intentionally Omitted.

12.4.5 CLEC shall reimburse **AMERITECH-OHIO** for damages to **AMERITECH-OHIO'S** facilities utilized to provide Interconnection or unbundled Network

Elements hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of **AMERITECH-OHIO'S** facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by CLEC, its agents or subcontractors or CLEC's End User. Upon reimbursement for damages, **AMERITECH-OHIO** will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by **AMERITECH-OHIO** for the damages to the extent of such payment.

- 12.4.6 **AMERITECH-OHIO** shall reimburse CLEC for damages to CLEC's facilities utilized to provide or access Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of **AMERITECH-OHIO**, its agents or subcontractors or SBC 13STATE's End User or resulting from **AMERITECH-OHIO'S** improper use of CLEC's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by **AMERITECH-OHIO** its agents or subcontractors OR **AMERITECH-OHIO'S** End User. Upon reimbursement for damages, CLEC will cooperate with **AMERITECH-OHIO** in prosecuting a claim against the person causing such damage. **AMERITECH-OHIO** shall be subrogated to the right of recovery by CLEC for the damages to the extent of such payment.

12.7 **Obligation to Defend; Notice; Cooperation**

- 12.7.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.

- 12.7.2 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

- 12.7.3 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 12.8 At any time, an Indemnified Party will have the right to refuse such compromise or settlement and, at the refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the refusing Party against any cost or liability in excess of such refused compromise or settlement.
- 12.9 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 12.10 In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 12.10.1 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 12.10.2 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with

respect to any such defense, subject to the restrictions and limitations set forth in Section 8.

13. OSHA STATEMENT

- 13.1 Each Party, in recognition of the other Party's status as an employer, agrees to abide by and to undertake the duty of compliance with all federal, state and local laws, safety and health regulations relating to the space which Party has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against the indemnified Party as the result of the indemnifying Party's failure to comply with any of the foregoing.

14. DEPOSITS

- 14.1 The deposit requirements set forth in this Section 14 apply to the Resale Services and Network Elements furnished under this Agreement. A CLEC furnished both Resale Services and Network Elements in one (1) state under this Agreement shall make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 14.2 through 14.10, inclusive.
- 14.2 If CLEC has not established a minimum of twelve (12) consecutive months good credit history with all **SBC**-owned ILECs where CLEC is doing or has done business as a local service provider, CLEC shall remit an initial cash deposit to such **SBC**-owned ILEC prior to the furnishing of Resale Services or Network Elements in each state covered by this Agreement. Notwithstanding the foregoing, the **SBC**-owned ILEC shall not require an initial deposit from CLEC for a particular state if CLEC is already operating in that state under a predecessor interconnection agreement with an SBC-owned ILEC. However, the preceding sentence shall not be construed to waive the initial deposit if CLEC was required to make a deposit under the predecessor agreement. The deposit required by this Section 14.2 shall be determined as follows:
- 14.2.1 Not Used.
- 14.2.2 Not Used.
- 14.2.3 Subject to external credit check verification and/or financial statement review, **AMERITECH-OHIO** may require two (2) to four (4) months of projected average monthly billings as a deposit.

- 14.2.4 If CLEC has established a minimum of twelve (12) consecutive months good credit history with all **SBC**-owned ILEC(s) with which CLEC is doing or has done business as a Local Service Provider, **AMERITECH-OHIO** shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 14.1 through Section 14.10 of this Agreement shall continue to apply in each state for the Term . In determining whether CLEC has established a minimum of twelve (12) consecutive months good credit history with each **SBC**-owned ILEC with which CLEC is doing or has done business, CLEC's payment record with each **SBC**-owned ILEC for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.
- 14.3 Any cash deposit for one state shall be held by **AMERITECH-OHIO** as a guarantee of payment of charges billed to CLEC, provided, however, **AMERITECH-OHIO** may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:
- 14.3.1 when **AMERITECH-OHIO** sends CLEC the second delinquency notification for that state during the most recent twelve (12) months; or
 - 14.3.2 when **AMERITECH-OHIO** suspends CLEC's ability to process orders in accordance with Section 17.7; or
 - 14.3.3 when CLEC files for protection under the bankruptcy laws; or
 - 14.3.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
 - 14.3.5 when this Agreement expires or terminates; or
 - 14.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, **AMERITECH-OHIO** shall credit any cash deposit to CLEC's account so long as CLEC has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.
 - 14.3.7 For the purposes of this Section 14.3, interest will be calculated as specified in Section 15.1.5.1 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.
- 14.4 So long as CLEC maintains timely compliance with its payment obligations, **AMERITECH-OHIO** will not increase the deposit amount required. If CLEC

fails to maintain timely compliance with its payment obligations, **AMERITECH-OHIO** reserves the right to require additional deposit(s) in accordance with Section 14.1 and Section 14.5 through Section 14.10.

- 14.5 If during the first six (6) months of operations in a state covered by this Agreement, CLEC has been sent one delinquency notification letter by **AMERITECH-OHIO**, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:

14.5.1 for a two (2) to four (4) month period exceeds the deposit amount held.

- 14.6 Throughout the Term, any time CLEC has been sent two (2) delinquency notification letters for any one state by **AMERITECH-OHIO**, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:

14.6.1 for a two (2) to four (4) month period exceeds the deposit amount held.

- 14.7 Whenever a deposit is re-evaluated as specified in Section 14.5 or Section 14.6, such deposit shall be calculated in an amount equal to the average billing to CLEC for that state for a two (2) to four (4) month period. The most recent three (3) months billing on all of CLEC's CBAs/ESBs/ASBS ("ASBS" is utilized in **AMERITECH-OHIO** region only) and BANs for Resale Services or Network Elements within that state shall be used to calculate CLEC's monthly average.

- 14.8 Whenever a deposit is re-evaluated as specified in Section 14.5 and Section 14.6, CLEC shall remit the additional deposit amount to **AMERITECH-OHIO** within thirty (30) calendar days of receipt of written notification from **AMERITECH-OHIO** requiring such deposit. If CLEC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, **AMERITECH-OHIO** shall begin the process set forth in Section 17 of this Agreement for that state.

- 14.9 The fact that **AMERITECH-OHIO** holds either a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

15. BILLING AND PAYMENT OF RATES AND CHARGES

- 15.1 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, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

15.1.1 Remittance in full of all bills rendered by AMERITECH-OHIO is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”) and shall be paid in accordance with the terms of Section 15.3 of this Agreement.

15.1.2 Intentionally Omitted.

15.1.3 Intentionally Omitted.

15.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”) and shall be paid in accordance with the terms of Section 15.3 of this Agreement.

15.1.5 If either party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available as of the Bill Due Date (individually and collectively, “**Past Due**”), then a late payment charge shall be assessed as provided in Sections 15.1.5.1 as applicable.

15.1.5.1 If any charge incurred under this Agreement is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, to and including the date that the payment is actually made and available.

15.2 Intentionally Omitted.

15.3 The parties shall make all payments via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by each Party. Remittance information will be communicated together with the funds transfer via the ACH network. The Parties shall use the CCD+ or the CTX transaction set, or such other transaction set as a Party may designate. CLEC and AMERITECH-OHIO shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received no later than the Bill Due Date of each bill or Late Payment Charges will apply. Neither Party shall

be liable for any delays in receipt of funds or errors in entries caused by the other party or Third Parties, including the receiving Party's financial institution. Each Party is responsible for its own banking fees.

- 15.4 If any portion of an amount due to a Party (the **“Billing Party”**) 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 listed in Section 16.3.4. 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. Notwithstanding the foregoing, the Non-Paying Party shall only be required to escrow disputed amounts if the Non-Paying Party has established an **“Unsatisfactory Credit History.”** For purposes of this section, an **“Unsatisfactory Credit History”** means either: a) the Non-Paying Party has failed to make a timely payment of undisputed amounts to the Billing Party during the twelve (12) month period preceding the dispute or b) the Non-Paying Party has admitted its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. If an escrow is established, the Third Party escrow agent must meet all of the following criteria:
- 15.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
 - 15.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
 - 15.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
 - 15.4.4 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:
 - 15.4.4.1 The escrow account must be an interest bearing account;
 - 15.4.4.2 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

- 15.4.4.3 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;
 - 15.4.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and
 - 15.4.4.5 Disbursements from the escrow account shall be limited to those:
 - 15.4.4.5.1 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
 - 15.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 16.6.1 or
 - 15.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 16.6.1.
- 15.5 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 15.1.
- 15.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 16.
- 15.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:
- 15.7.1 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;
 - 15.7.2 within fifteen (15) calendar days after resolution of the Dispute, the portion of any 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;

- 15.7.3 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, if escrowed, or paid if not escrowed together with any accrued interest thereon; and
- 15.7.4 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 any escrow disbursement and the amount of Late Payment Charges such Billing Party is entitled to receive pursuant to Section.

16. DISPUTE RESOLUTION

16.1 Finality of Disputes

- 16.1.1 Except as otherwise specifically provided in this Agreement, no claims will be brought for disputes 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.
- 16.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges for which the Bill Due Date occurred within the twelve (12) months immediately preceding the date on which the other Party received notice of such Disputed Amounts.
- 16.1.3 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

16.2 Commencing Dispute Resolution

- 16.2.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

16.2.1.1 Service Center;

16.2.1.2 Informal Dispute Resolution; and

16.2.1.3 Formal Dispute Resolution, each of which is described below.

16.3 **LSC/Service Center/LEC-C Dispute Resolution**

The following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.

16.3.1 If the written notice given pursuant to Section 15.4 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 16.3.1 shall be used and the dispute shall first be referred to the appropriate service center [**SBC-AMERITECH** Service Center; for resolution. In order to resolve a billing dispute, CLEC shall furnish **AMERITECH OHIO** written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a “dispute” under this Section 16.3.1 CLEC must provide evidence that it has established an interest bearing escrow account that complies with the requirements set forth in Section 15.4 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 16.3.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC’s irrevocable and full waiver of its right to dispute the subject charges.

16.3.2 The Parties shall attempt to resolve Disputed Amounts appearing on **AMERITECH-OHIO’S** current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC furnishes all requisite information and evidence under Section 16.3.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, **AMERITECH-OHIO** will notify CLEC of the status of the dispute and the expected resolution date.

16.3.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety

(90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 10.4.1), **AMERITECH-OHIO** will notify CLEC of the status of the dispute and the expected resolution date.

16.3.4 Any notice of Disputed Amounts given by **AMERITECH-OHIO** to CLEC pursuant to Section 16.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that **AMERITECH-OHIO** disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided **AMERITECH-OHIO** furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify **AMERITECH-OHIO** of the status of the dispute and the expected resolution date.

16.3.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 16.3, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 16.4 of this Agreement.

16.4 **Informal Resolution of Disputes**

16.4.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 16.3 or Section 16.4., each Party will appoint a knowledgeable, responsible representative 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 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.

16.5 **Formal Resolution of Disputes**

16.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement which require clarification, re-negotiation, modifications or additions to this Agreement, either party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the Commission. Also, upon mutual agreement, the parties may seek commercial binding arbitration as specified in Section 16.6.1.

16.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

16.6 **Arbitration**

16.6.1 When both parties agree to binding arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be a person knowledgeable in the area of telecommunications. The place where each separate arbitration will be held will be Columbus, Ohio, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within 30 days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the

arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17. **TERMINATION OF SERVICE TO CLEC**

- 17.1 Unless otherwise specified therein, Sections 17.1, 17.2, 17.3, 17.4 and 17.5 shall apply to all charges billed for all services Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. Section 17.6 shall apply only to Resale Services and Network Elements furnished under this Agreement.
- 17.2 Failure of CLEC to pay charges or by the due date provide reasonably specific notice of any disputed charges, (Unpaid Charges), may be grounds for disconnection of Interconnection, Resale Services, network Elements, functions, facilities, products and services furnished under this Agreement. If CLEC fails to pay by the Bill Due Date, any and all charges billed to them under this Agreement, including any Late Payment Charges or miscellaneous charges (**“Unpaid Charges”**), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.
- 17.3 Intentionally Omitted.
- 17.4 Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 16 of this Agreement.
- 17.5 If any CLEC charges remain unpaid at the conclusion of the time period as set forth in Section 15.1.1 above (30 calendar days from the due date of such unpaid charges), **AMERITECH-OHIO** will notify CLEC, the appropriate commission(s) and the end user’s IXC(s) of Record in writing, that unless all charges are paid within thirty (30) calendar days, CLEC’s service may be disconnected and CLEC’s end users may be switched to another provider’s local service as directed by the commission. **AMERITECH-OHIO** may also suspend order acceptance at this time.
- 17.6 **AMERITECH-OHIO** may discontinue service to CLEC upon failure to pay undisputed charges only as provided in this section, and will have no liability to CLEC in the event of such disconnection.

- 17.7 After disconnect procedures have begun, **AMERITECH-OHIO** will not accept service orders from CLEC until all unpaid, undisputed charges are paid. **AMERITECH-OHIO** will have the right to require a deposit equal to one month's charges (based on the highest previous month of service from **AMERITECH-OHIO**) prior to resuming service to CLEC after disconnect for nonpayment.
- 17.8 Beyond the specifically set out limitations in this section, nothing herein will be interpreted to obligate **AMERITECH-OHIO** to continue to provide service to any such end users or to limit any and all disconnection rights **AMERITECH-OHIO** may have with regard to such end users.
- 17.9 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, dispute any portion of the Unpaid Charges CLEC shall pay the undisputed portion of the charges, and follow the procedures set forth in Section 16.3 with respect to the disputed portion of the charges.
- 17.10 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 16.
- 17.11 **SBC-AMERITECH region only**
- 17.11.1. Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay any revised deposit or (iii) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:
- 17.11.2 assess a late payment charge and where appropriate, a dishonored check charge;
- 17.11.3 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;
- 17.11.4 refuse to accept new, or complete pending, orders; and/or
- 17.11.5 discontinue service.
- 17.11.6 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of the above options:

17.11.7 shall not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

17.11.8 Sections 17.11.4 and 17.11.5 shall exclude any affected order or service from any applicable performance interval or Performance Benchmark

17.11.9 Once disconnection has occurred, additional charges may apply.

18. NOTICES

18.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission; provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

18.2 If to CLEC:

Rod Cox
Manager Carrier Relations
TDS Metrocom, Inc.
525 Junction Road, Suite 6000
Madison, WI 53717

18.3 If to **AMERITECH-OHIO**:

Contract Administration
ATTN: Notices Manager
Four Bell Plaza, 9th Floor
311 S. Akard Street
Dallas, TX 75202-5398
Facsimile Number: 214 464 2006

18.4 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to

change the designated contact, address, telephone and/or facsimile number for receipt of notices will be deemed effective ten (10) calendar days following receipt by the other Party.

19. TAXES

- 19.1 With respect to any purchase of service under this Agreement, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a purchasing Party by the providing Party, then (i) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (ii) the purchasing Party will timely remit such Tax to the providing Party, and (iii) the providing Party will remit such collected Tax to the applicable taxing authority.
- 19.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.
- 19.3 If either Party is audited by a taxing authority or other governmental entity the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 19.4 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party, subject to Section 12.2, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit in accordance with Section 12.7.
- 19.5 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the

providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.

- 19.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 19.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 19.8 With respect to any Tax or Tax controversy covered by this **Section 19**, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 19.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section shall be sent in accordance with Section 18 hereof.

20. FORCE MAJEURE

- 20.1 Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, and upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

21. PUBLICITY

- 21.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party. This does not prohibit the use of valid comparison advertising.
- 21.2 Nothing in this Agreement shall grant, suggest, or imply any authority for either Party to use the name, trademarks, service marks, trade names, brand names, logos, proprietary trade dress or trade names, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's prior written authorization.

22. NETWORK MAINTENANCE AND MANAGEMENT

- 22.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired result.

- 22.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Each party will maintain the right to implement protective network traffic management controls such as "cancel to" or "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 22.3 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 22.4 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users.
- 22.5 In the event of interference or impairment of the quality of service between services or facilities of CLEC and **AMERITECH-OHIO** the parties agree to the following:
- 22.5.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.
- 22.5.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to **AMERITECH-OHIO'S** network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

22.5.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

23. LAW ENFORCEMENT AND CIVIL PROCESS

23.1 **AMERITECH-OHIO** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

23.1.1 Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

23.1.2 Subpoenas

If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request to the extent the receiving party is able to do so; if response requires the assistance of the other party such assistance will be provided.

23.1.3 Law Enforcement Emergencies

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request.

Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

24. CHANGES IN SUBSCRIBER CARRIER SELECTION

24.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

25. AMENDMENTS OR WAIVERS

25.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

25.2 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the

Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 16.

26. INTENTIONALLY OMITTED.

27. GENERAL RESPONSIBILITIES OF THE PARTIES

27.1 Intentionally Omitted.

27.2 **AMERITECH-OHIO** and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.

27.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

27.4 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

27.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

27.6 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.

- 27.7 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
- 27.7.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 27.7.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
- 27.7.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 27.7.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 27.7 through 27.7.3 of this Agreement provided that a Party may, with consent of the other Party, utilize a subcontractor with different limits of insurance if appropriate to the scope of work to be performed, consent not to be unreasonably withheld.
- 27.7.5 The Parties agree that companies affording the insurance coverage required under Section 27.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

27.7.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

27.7.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

27.7.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

27.7.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

27.7.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

27.7.8 This Section 27.7 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

27.8 Upon CLEC signature of this Agreement, CLEC shall provide **AMERITECH-OHIO** with CLEC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

27.9 In the event that CLEC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a "**CLEC Change**"), CLEC shall submit written notice to **AMERITECH-OHIO** within thirty (30) calendar days of the first action taken to implement such CLEC Change. Within thirty (30)

calendar days following receipt of that notice, the Parties shall negotiate rates to compensate AMERITECH-OHIO for the costs to be incurred by AMERITECH-OHIO to make the CLEC Change to the applicable AMERITECH-OHIO databases, systems, records and/or recording announcement(s) for CLEC branded/repair calls. In addition, CLEC shall compensate AMERITECH-OHIO for any service order charges and/or service request charges associated with such CLEC Change. AMERITECH-OHIO'S agreement to implement a CLEC Change is conditioned upon CLEC's agreement to pay all reasonable charges billed to CLEC for such CLEC Change.

27.10 When a End User changes its service provider from AMERITECH-OHIO to CLEC or from CLEC to AMERITECH-OHIO and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement (“**Referral Announcement**”) on the original telephone number that specifies the End User’s new telephone number.

27.10.1 The following pertains to AM-MI region only:

27.10.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party’s tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

27.11 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party’s timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party.

27.12 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party’s consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

28. AUTHORITY

- 28.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
- 28.2 Each of the **SBC**-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation. Each of the **SBC**-owned ILEC(s) for which this Agreement is executed represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for that **SBC**-owned ILEC. Each of the **SBC**-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.
- 28.3 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

29. BINDING EFFECT

- 29.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

30. CONSENT

- 30.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

31. EXPENSES

- 31.1 Except as specifically set out in this Agreement, each party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

- 31.2 **AMERITECH-OHIO** and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

32. HEADINGS

- 32.1 The headings and number of Sections, Parts, Appendices, Schedules and Exhibits to this Agreement are inserted for convenience and identification only and will not be considered to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

33. RELATIONSHIP OF PARTIES/INDEPENDANT CONTRACTOR

- 33.1 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.
- 33.2 Nothing contained herein shall constitute the Parties as joint venturers, 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.

34. CONFLICT OF INTEREST

- 34.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

35. MULTIPLE COUNTERPARTS

- 35.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

36. THIRD PARTY BENEFICIARIES

- 36.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder, This Agreement shall not provide and will not be construed to provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

37. REGULATORY APPROVAL

- 37.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.
- 37.2 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

38. Regulatory Authority

- 38.1 **AMERITECH-OHIO** will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. TDS will be responsible

for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to TDS Customers contemplated by this Agreement. TDS will reasonably cooperate with AMERITECH-OHIO in obtaining and maintaining any required approvals for which AMERITECH-OHIO is responsible, and AMERITECH-OHIO will reasonably cooperate with TDS in obtaining and maintaining any required approvals for which TDS is responsible.

- 38.2 No Tariff filing will supercede any provision of this agreement This Section is not intended to apply to any AMERITECH-OHIO tariffs or filings which do not affect TDS' rights or AMERITECH-OHIO's obligations to TDS under this Agreement. This Section does not impair AMERITECH-OHIO's right to file tariffs nor does it impair AMERITECH-OHIO's right to file tariffs proposing new products and services and changes in the prices, terms and conditions of existing products and services, including discontinuance or grandfathering of existing features or services, of any telecommunications services that AMERITECH-OHIO provides or hereafter provides to TDS under this Agreement pursuant to the provision of Appendix: Resale, nor does it impair TDS' right to contest such tariffs before the appropriate Commission.
- 38.3 In accordance with PUCO Case No. 00-1188-TP-ARB¹, at such time as CLEC has Resale customers, AMERITECH-OHIO shall provide 45 days notice of any tariff change to AMERITECH-OHIO's resale services, except for amendments to AMERITECH-OHIO's resale tariff that are limited in scope to pricing changes for existing services. Price changes to AMERITECH-OHIO's existing resale services may be communicated via web site notice pursuant to a one-day advance notice period. All other changes may be communicated via web site notice pursuant to a one-day advance notice period, as well, when CLEC does not have Resale customers.

39. COMPLIANCE AND CERTIFICATION

- 39.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

¹ Section 38.3 is available only in the state of Ohio. The Parties agree that this language is a non-voluntary offering by AM-OH consistent with the cited arbitration order.

- 39.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 39.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 39.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

40. AUDITS

- 40.1 Subject to the restrictions set forth in Section 8 and except as may be otherwise expressly provided in this Agreement, a Party (the “**Auditing Party**”) may audit the other Party’s (the “**Audited Party**”) books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement (“**service start date**”) for the purpose of evaluating (i) the accuracy of Audited Party’s billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party’s billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party’s books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party’s favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party’s billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

- 40.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer

than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

- 40.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.
- 40.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.
- 40.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 40.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 15.1.5.1 (depending on the **SBC**-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or

overcharge originated until the date on which such credit is issued or payment is made and available.

40.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

40.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in this section. Any additional audit shall be at the requesting Party's expense.

41. COMPLETE TERMS

41.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

42. COOPERATION ON PREVENTING END USER FRAUD

42.1 Neither party shall be liable for any fraud associated with the other Party's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

42.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

- 42.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced above will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.
- 42.4 **AMERITECH-OHIO** will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. **AMERITECH-OHIO** will provide via fax.
- 42.4.1 CLEC understands that Sleuth alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Sleuth alert.
- 42.4.2 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.
- 42.4.3 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.

43. NOTICE OF NETWORK CHANGES

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to provide reasonable notice of changes in the information necessary for the transmission and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks, in compliance with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "**Network Disclosure Rules**").

44. GOOD FAITH PERFORMANCE

- 44.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further

negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

45. INTENTIONALLY OMITTED.

46. INTENTIONALLY OMITTED.

47. GOVERNMENTAL COMPLIANCE

47.1 CLEC and AMERITECH-OHIO each will comply at its own expense with all applicable law related to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to work locations. CLEC and AMERITECH-OHIO each agree to indemnify, defend, (at the other party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from its failure or the failure of its contractors or agents to so comply. Except as expressly specified in this Agreement, AMERITECH-OHIO, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for AMERITECH-OHIO to provide the Network Elements and Resale services pursuant to this Agreement.

48. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

48.1 Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:

48.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and

48.1.2 listed by any governmental agency as a hazardous substance.

48.2 CLEC will in no event be liable to AMERITECH-OHIO for any costs whatsoever resulting from the presence or Release of any Environmental Hazard, including Hazardous Substances, that CLEC did not introduce to the affected work location. AMERITECH-OHIO will indemnify, defend (at CLEC's request) and hold harmless CLEC, each of its officers, directors and employees

from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arises out of or result from (i) any Environmental Hazard that **AMERITECH-OHIO**, its contractors or agents introduce to the work locations or (ii) the presence or Release of any Environmental Hazard for which **AMERITECH-OHIO** is responsible under Applicable Law.

- 48.3 **AMERITECH-OHIO** will in no event be liable to CLEC for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that **AMERITECH-OHIO** did not introduce to the affected work location. CLEC will indemnify, defend (at **AMERITECH-OHIO'S** request) and hold harmless **AMERITECH-OHIO**, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any Environmental Hazard that CLEC, its contractors or agents introduce to the work locations or ii) the presence or Release of any Environmental Hazard for which CLEC is responsible under Applicable Law.

49. SUBCONTRACTING

- 49.1 If any obligation is performed through a subcontractor, 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, and each party will be solely responsible for payments due the party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or Network Elements hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

50. REFERENCED DOCUMENTS

- 50.1 Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, or any other document specifically

incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards.

50.2 References

References herein to Sections, Paragraphs, Exhibits, Parts, Schedules, and Appendices shall be deemed to be references to Sections, Paragraphs and Parts of, and Exhibits, Schedules and Appendices to, this Agreement unless the context shall otherwise require.

50.3 Tariff References

50.3.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

50.3.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

50.4 Conflict in Provisions

50.4.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

50.4.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the

length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

50.5 Joint Work Product

50.5.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

51. SEVERABILITY

51.1 Subject to the provisions set forth in Section 4 of the general Terms and Conditions, if any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected thereby. If necessary to effectuate the intent of the Parties, the Parties will promptly negotiate in good faith to amend this Agreement with a replacement provision or provisions for the unenforceable language that reflects such intent as closely as possible. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 16.

51.2 Incorporation by Reference

The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service Network Element, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, Resale Service, Network Element, function, facility, product or service.

52. SURVIVAL OF OBLIGATIONS

52.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

53. GOVERNING LAW

- 53.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law, as well as the laws of the State of Ohio, and the rules and regulations of the Commission. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Columbus, Ohio, and waive any and all objection to any such venue.

54. PERFORMANCE CRITERIA

- 54.1 Specific provisions governing failure to meet Performance Criteria are contained in APPENDIX PERFORMANCE MEASUREMENTS.

55. INTENTIONALLY OMITTED.

56. IN-REGION MOST FAVORED NATIONS (MFN) BETWEEN SBC STATES

- 56.1 Subject to the conditions and limitations specified in Paragraph 43 of the **SBC-Merger Conditions**², **AMERITECH-OHIO** shall make available to any requesting telecommunication carrier in the SBC/Ameritech Service Area within any other **SBC** state that (1) was negotiated with a telecommunications carrier, pursuant to 47 U.S.C. § 252(a)(1), by **SBC** (that at all times during the interconnection agreement negotiations was an **SBC**-owned ILEC) and (2) has been made available under an agreement to which **SBC** is a party.
- 56.2 The Parties acknowledge and agree that it may require additional time to implement an interconnection arrangement or UNE ported from one **SBC**-owned ILEC state to another **SBC**-owned ILEC state pursuant to Paragraph 43 of the SBC/Ameritech Merger Conditions. Thus, when a CLEC exercises its option to adopt an interconnection arrangement or UNE in accordance with Paragraph 43 of

² See the FCC's Memorandum Opinion and Order approving the SBC/Ameritech Merger Conditions, *In re Applications of Ameritech Corp., Transferor and SBC Communications, Inc., Transferee, For Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63, 90, 95 and 101 of the Commission's Rules*, CC Docket 98-141, issued on October 8, 1999 ("FCC 99-279).

the SBC/Ameritech Merger Conditions, the Parties shall meet within thirty (30) calendar days of state commission approval of the interconnection agreement or amendment containing such interconnection arrangement and/or UNE to agree upon an implementation schedule for such interconnection arrangement and/or UNE.

- 56.3 Paragraph 43 of the SBC/Ameritech Merger Conditions as well as this Section 56 shall expire the earliest of October 8, 2002 or the termination date outlined in section 5 of the General Terms and Conditions of this Agreement, whichever is earlier.

57. APPENDICES INCORPORATED BY REFERENCE

ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

AMERITECH-OHIO shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.

COLLOCATION -- SECTION 251(c)(6)

Collocation will be provided pursuant to the applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.

DATABASE ACCESS

AMERITECH-OHIO shall provide to CLEC nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference.

DIALING PARITY; INTERIM AND PERMANENT NUMBER PORTABILITY

The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act. **AMERITECH-OHIO** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act. The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability, which is/are attached hereto and incorporated herein by reference.

BRANDING

Specific provisions concerning the branding of services provided to CLEC by **AMERITECH-OHIO** under this Agreement are contained in the following Appendices to this Agreement: Appendix: Resale; Appendix OS-; and Appendix DA-;.

RESALE

AMERITECH-OHIO shall provide to CLEC Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which is/are attached hereto and incorporated herein by reference.

UNBUNDLED NETWORK ELEMENTS

Pursuant to the applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference, **AMERITECH-OHIO** will provide CLEC access to Unbundled Network elements for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto. Specific Provisions concerning Unbundled Network Elements are addressed in Appendix Unbundled Network Elements, and other applicable Appendices.

OSS AND COMPREHENSIVE BILLING

In connection with its Resale of services and furnishing Unbundled Network Elements to CLEC, **AMERITECH-OHIO** agrees to provide to CLEC OSS, and Billing pursuant to the terms specified in Appendix OSS.

INTERCONNECTION TRUNKING REQUIREMENTS

AMERITECH-OHIO shall provide to CLEC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is/are attached hereto and incorporated herein by reference.

TRANSMISSION AND ROUTING OF SWITCHED ACCESS TRAFFIC PURSUANT TO 251(C)(2)

AMERITECH-OHIO shall provide to CLEC certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(C)(2)(D); 252(D)(1) AND (2); 47 CFR § 51.305(A)(5).

The applicable Appendix Compensation, which is/are attached hereto and incorporated herein by reference, prescribe traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

AIN

One or more of the ILECs making up **SBC** have deployed a set of AIN features and functionalities unique to the particular ILEC(s). As such, the AIN network architecture,

methods of access and manner of provisioning are specific to that ILEC or those ILECs. Accordingly, any request for AIN access pursuant to this Agreement must be reviewed for technical feasibility, with all rates, terms and conditions related to such request to be determined on an individual case basis and to be negotiated between the Parties. Upon request by CLEC, and where technically feasible, **AMERITECH-OHIO** will provide CLEC with access TO **AMERITECH-OHIO'S** Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate state Commission.

DIRECTORY ASSISTANCE (DA)

AMERITECH-OHIO will provide nondiscriminatory access to Directory Assistance services under the terms and conditions identified in the applicable Appendix DA, which is/are attached hereto and incorporated herein by reference.

HOSTING

AMERITECH-OHIO shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from CLEC for distribution to the appropriate billing and/or processing location or for delivery to CLEC of such data via **AMERITECH-OHIO'S** internal network or the nationwide CMDS network pursuant to the applicable Appendix Hosting, which is/are attached hereto and incorporated herein by reference.

OPERATOR SERVICES (OS)

AMERITECH-OHIO shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS, which is/are attached hereto and incorporated herein by reference.

Signaling System 7 Interconnection

At CLEC's request, **AMERITECH-OHIO** shall perform SS7 interconnection services for CLEC pursuant to the applicable Appendix SS7, which is/are attached hereto and incorporated herein by reference.

COMPENSATION FOR DELIVERY OF TRAFFIC

The Parties agree to compensate each other for the transport and termination of traffic as provided in Appendix Reciprocal Compensation.

ANCILLARY FUNCTIONS

Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. **AMERITECH-OHIO** agrees to provide Ancillary Functions to CLEC as set forth in Appendices: Collocation and ROW.

58. CUSTOMER INQUIRIES

- 58.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 58.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 58.1 to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

59. DISCLAIMER OF WARRANTIES

- 59.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, 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 PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

60. NO WAIVER

- 60.1 CLEC's agreement herein to accept less than fully operational electronic interfaces to operations support systems functions on and after January 1, 1997, will not be deemed a waiver of Section 251(c)(3) of the Act to receive such interfaces on that date.

61. OTHER REQUIREMENTS AND APPENDICES

- 61.1 This Agreement incorporates a number of listed Appendices which, together with their associated Exhibits, and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the

Attachments have been grouped under the following broad headings: Resale; Unbundled Network Elements; Network Interconnection Architecture; Ancillary Functions; and Other Requirements. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability which any particular Attachment may otherwise have.

- 62.2 Appended to this Agreement and incorporated herein are the Appendices . To the extent that any definitions, terms or conditions in any given Appendix differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Appendix contains a term length that differs from the term length in the main body of this Agreement, the term length of that Appendix will control the length of time that services or activities are to occur under the Appendix, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the Appendix.

TDS Metrocom, Inc.

Signature: _____

Name: Nicholas D Jackson
(Print or Type)

Title: Vice President
(Print or Type)

Date: April 29, 2003

AECN/OCN# _____

(Facility Based – if applicable)

**The Ohio Bell Telephone Company by
SBC Telecommunications, Inc., its
authorized agent**

Signature: _____

Name: Mike Auinbaugh

Title: for/ President - Industry Markets

Date: APR 30 2003

APPENDIX 800

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APPENDIX 800
(Access To The Toll Free Calling Database)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Access to the Toll Free Calling Database provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **AMERITECH-OHIO** means the applicable above listed ILEC doing business in Ohio.

2. DESCRIPTION

- 2.1 Intentionally Omitted.
- 2.2 **AMERITECH-OHIO's** 800 database, an American National Standards Institute (ANSI) Signaling System 7 (SS7) call-related database system, receives updates processed from the national System Management System (SMS) database. Customer records in the SMS are created or modified by entities known as Responsible Organizations (Resp Org) who obtain access to the SMS via the System Management System/800 database, Tariff FCC No. 1. 800 Service Providers must either become their own Resp Org or use the services of an established Resp Org. The services of a Resp Org include creating and updating 800 records in the SMS to download to the 800 database(s). **AMERITECH-OHIO** does not, either through a tariff or contract, provide Resp Org service.
- 2.3 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.
- 2.4 Access to the Toll Free Calling Database allows CLEC to access **AMERITECH-OHIO's** 800 database for the purpose of switch query and

database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).

- 2.5 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.
- 2.6 There are three optional features available with 800 service:
 - 2.6.1 Designated 10-Digit Translation;
 - 2.6.2 Call Validation; and
 - 2.6.3 Call Handling and Destination.
 - 2.6.4 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, **AMERITECH-OHIO** will deliver the designated 10-digit number.
 - 2.6.5 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:
 - 2.6.5.1 Time of Day
 - 2.6.5.2 Day of Week
 - 2.6.5.3 Day of Year
 - 2.6.5.4 Allocation of Traffic by Percentage
 - 2.6.5.5 NPA-NXX-XXXX
 - 2.6.6 The Call Validation feature List Turnaround feature (referred to as the Six-Digit Master Number List Turnaround feature in **AMERITECH-OHIO** region) applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

3. GENERAL TERMS AND CONDITIONS

- 3.1 CLEC may obtain access to toll free calling database services from other providers, and is not obligated by this Appendix to use any such services of AMERITECH-OHIO.
- 3.2 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and Exchange Access Telecommunication Services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and the State regulatory Commission.
- 3.3 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.
- 3.4 CLEC shall address its queries to AMERITECH-OHIO's database to the alias point code of the STP pair identified by AMERITECH-OHIO. CLEC's queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for AMERITECH-OHIO to properly process queries to its 800 database.
- 3.5 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol is necessary for each Party to provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.
- 3.6 CLEC acknowledges and agrees 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 and its 800 database. CLEC further agrees that AMERITECH-OHIO, at its sole discretion, may employ certain automatic and/or manual overload controls within AMERITECH-OHIO's CCS/SS7 network to guard against these detrimental effects. Protective controls will be applied in a non-discriminatory manner so as not to favor AMERITECH-OHIO or its affiliates over CLEC, nor to favor any telecommunications provider using the network over any other. AMERITECH-OHIO shall report to CLEC any instances where overload controls are invoked. CLEC shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation when caused by CLEC's CCS/SS7 network.

- 3.7 During periods of 800 database system congestion, AMERITECH-OHIO shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of AMERITECH-OHIO's 800 database. The automatic code gapping procedure used by AMERITECH-OHIO shall notify the CLEC's switch of the gap length (how long CLEC's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell AMERITECH-OHIO's 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of AMERITECH-OHIO's 800 database. AMERITECH-OHIO reserves the right to manually invoke the automatic code gapping procedure to control congestion.
- 3.8 Prior to AMERITECH-OHIO initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour query volumes. CLEC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever CLEC anticipates a change to existing forecasts. CLEC shall provide such updates each year for as long as this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than three years, assuming this Appendix in effect for that long or longer. If prior to the establishment of a mutually agreeable service effective date, in writing, AMERITECH-OHIO, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to CLEC, AMERITECH-OHIO shall notify CLEC of AMERITECH-OHIO's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. If AMERITECH-OHIO is already providing the service described in this Appendix to CLEC under a predecessor agreement, the preceding sentence shall not apply.
- 3.9 AMERITECH-OHIO shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) as outlined in Telcordia Technical References TR-NWT-000533, TR-NWT-

000954, TR-TSV-000905, TP76638, GR-954-CORE, GR-905-CORE and Pacific Bell PUB L-780023-PB/NB and **AMERITECH-OHIO** AM-TR-OAT-000069.

- 3.10 CLEC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither CLEC nor carrier customers of CLEC, if CLEC is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If CLEC acts on behalf of other carriers to access AMERITECH-OHIO's Toll Free Calling Database, CLEC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by AMERITECH-OHIO after a query to AMERITECH-OHIO's Toll Free Calling Database. CLEC shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.
- 3.11 CLEC shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.
- 3.12 AMERITECH-OHIO shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for CLEC's activities on behalf of its local service customers where AMERITECH-OHIO is the incumbent local exchange carrier. CLEC agrees that any other use of AMERITECH-OHIO's Toll Free Calling Database for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of AMERITECH-OHIO's effective tariffs, as revised, for 800 database services.
- 3.13 Ordering and Billing Inquiries

3.13.1 Ordering and billing inquiries for the elements described herein shall be directed to:

For AMERITECH-OHIO - the AIIS Service Center in Milwaukee, Wisconsin.

4. RATE REGULATIONS

- 4.1 CLEC shall pay a Local Service Order Request Charge for each CLEC request for service order activity to establish Access to the Toll Free Calling Database in the AMERITECH-OHIO region.
- 4.2 The prices at which AMERITECH-OHIO agrees to provide CLEC with Access to the Toll Free Calling Database are contained in the applicable

Appendix PRICING and/or the applicable Commission ordered tariff where stated.

- 4.3 CLEC shall pay a nonrecurring charge when a CLEC establishes or changes a signaling point code. The rates and charges for Signaling Point Code(s) are described in the Appendix SS7. This charge also applies to point code information provided by CLECs allowing other telecommunications providers to use the CLEC's SS7 signaling network.

4.4 Rate Elements

There are four rate elements associated with Access to the Toll Free Calling Database:

4.4.1 Basic Toll Free Access Query Rate Element.

4.4.2 Designated 10-Digit Translation Rate Element (referred to as POTS Translations in **AMERITECH-OHIO**).

4.4.3 Call Validation Rate Element (referred to as Multiple Destination Routing Rate Element in **AMERITECH-OHIO**).

4.4.4 Call Handling and Destination Rate Element (referred to as Six-Digit Master Number List Turnaround Rate Element in **AMERITECH-OHIO** and 800 Database Vertical Feature in **AMERITECH-OHIO**).

- 4.5 CLEC shall pay the Basic Toll Free Access query rate for each query received and processed by **AMERITECH-OHIO's** database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation, and Call Handling and Destination) are per query and in addition to the Basic Toll Free Access query charge; and shall also be paid by CLEC.

5. MONTHLY BILLING

- 5.1 For information regarding billing, non-payment, disconnects, and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

**APPENDIX 800
EXHIBIT I**

1. SPECIFICATIONS AND STANDARDS

1.1	<u>Description of Subject Area And Issuing Organization</u>	<u>Document Number</u>
1.1.1	Telcordia, SS7 Specifications	TR-NWT-000246
1.1.1.1		TR-NWT-000271
1.1.1.2		TR-NWT-000533
1.1.2	Telcordia, CCS Network Interface Specifications	TR-TSV-000905
1.1.2.1		TP 76638
1.1.2.2		TR-NWT-00095

APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Physical Collocation provided by the applicable **SBC Communications Inc. (SBC)** owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

2. DEFINITIONS

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which owns, directly or indirectly, the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 **AMERITECH-OHIO** - As used herein, **AMERITECH-OHIO** means the applicable above listed ILECs doing business in Ohio.
- 2.3 Intentionally Omitted.
- 2.4 Intentionally Omitted.
- 2.5 Intentionally Omitted.
- 2.6 Intentionally Omitted.
- 2.7 Intentionally Omitted.
- 2.8 Intentionally Omitted.
- 2.9 **“Active Central Office Space”** denotes the existing, central office switch room space, which can be designated for physical collocation, with sufficient infrastructure systems. Also denotes central office space that may contain obsolete and unused equipment.
- 2.10 **“Adjacent Structure”** is a Collocator provided structure at **AMERITECH-OHIO**’s Premises adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.11 **“Application Fee”** means the charge assessed by **AMERITECH-OHIO** to process the Collocator’s application for physical collocation requests].

- 2.12 **“Approved Vendor”** is a vendor who is qualified by AMERITECH-OHIO for installation, and/or removal of central office equipment, which is administered by SBC Procurement on a state by state basis.
- 2.13 **“Augment”** is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Physical Collocation arrangement.
- 2.14 **“Caged Physical Collocation”** is a cage or similar structure (not including a top) enclosing Collocator’s Physical Collocation Space in which a Collocator may install its telecommunications equipment.
- 2.15 **“Cageless Physical Collocation”** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.
- 2.16 **“Collocation Interconnection Power Panel (CIPP)”** is a DC Power panel for Power termination. Two DC Power panels are available: (1) A DC power panel designed to provide either 20, 40 or 50 (Maximum) AMPS (redundant) of DC voltage, (2) A DC Power Panel designed to provide either 100 or 200 (Maximum) AMPS (redundant) of DC voltage; See also 9.6.5.
- 2.17 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in AMERITECH-OHIO location, for purposes of Interconnection with AMERITECH-OHIO or access to Unbundled Network Elements (UNEs).
- 2.18 **“Delivery Date”** is the date, which AMERITECH-OHIO provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.
- 2.19 **“Eligible Equipment”** is the equipment eligible for collocation as defined in Section 6 of this Appendix.
- 2.20 **“Eligible Structure”** is (1) a AMERITECH-OHIO central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by AMERITECH-OHIO that houses its network facilities, or (3) a structure that houses AMERITECH-OHIO transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.21 Intentionally Omitted.

- 2.22 **“Entrance Fiber Facility”** is an arrangement where a Collocator-provided single mode fire retardant dielectric fiber optic cable extends from the AMERITECH-OHIO designated manhole into the AMERITECH-OHIO Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the AMERITECH-OHIO Eligible Structure, if available.
- 2.23 **"Equipment"** means hardware that must use power, have electronics, and provide a Telecommunications Service. The equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. The Collocator may not collocate its equipment sub-components or piece-parts.
- 2.24 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.25 **“Infrastructure Systems”** include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC Power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.
- 2.26 **“Interconnector’s Collocation Services Handbook”** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the AMERITECH-OHIO’s, which is located on the AMERITECH-OHIO CLEC ONLINE Web-Site (<https://clec.sbc.com/>), as amended from time to time.
- 2.27 **“Non Standard Collocation Request (NSCR)”** in AMERITECH-OHIO, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.28 **“Other Central Office Space”** denotes the space within the central office, which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.
- 2.29 **“Physical Collocation”** is as defined in Section 4 of this Appendix.
- 2.30 **“Physical Collocation Space”** is the space provided for the Collocator’s physical collocation arrangement located within an AMERITECH-OHIO Eligible Structure.
- 2.31 **“Point of Termination (POT)”** denotes the point of demarcation, within an Eligible Structure at which the AMERITECH-OHIO responsibility for the provisioning of service ends.

- 2.32 **“Premises”** means AMERITECH-OHIO’s Eligible Structures and all land owned, leased or otherwise controlled by AMERITECH-OHIO that is adjacent to these Eligible Structures.
- 2.33 **“Project Management Fee”** reflects AMERITECH-OHIO’s labor costs to manage the provisioning of the individual Collocator’s space requirements for a particular Physical Collocation Space request. This fee is applicable upon the submission of an application.
- 2.34 **“Shared Physical Collocation Cage”** is a caged Physical Collocation Space that is shared by two or more Collocators within the AMERITECH-OHIO’s Eligible Structure.
- 2.35 **“Technically Feasible”** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in AMERITECH-OHIO’s Eligible Structures that such an arrangement is technically feasible.
- 2.36 **“Unbundled Network Element (UNE)”** is As Defined in the Act.
- 2.37 **“Unused Space”** is space within AMERITECH-OHIO Premises which is available for collocation (subject to technical feasibility, state and local safety and engineering requirements, third party property rights, and other requirements set forth in this Agreement) unless it is (a) physically occupied by non-obsolete and/or used equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by AMERITECH-OHIO or by another carrier or affiliate; or (f) essential for the administration and proper functioning of AMERITECH-OHIO’s Premises.

3. PURPOSE AND SCOPE OF APPENDIX

- 3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, on which AMERITECH-OHIO will provide Physical Collocation to Collocator.
- 3.2 Preparation Prior to Regulatory Approval
- 3.2.1 Upon the written request of Collocator, AMERITECH-OHIO shall consider an application for collocation space submitted prior to receiving the approval. .

3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the State Certification requirements. The following shall apply:

4. GENERAL OFFERINGS

4.1 Except where Physical Collocation is not practical for technical reasons or because of space limitations, AMERITECH-OHIO will provide Physical Collocation to Collocator for the purpose of interconnecting to AMERITECH-OHIO network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to AMERITECH-OHIO Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Physical Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96.

4.1.1 Caged Physical Collocation

4.1.1.1 In the AMERITECH-OHIO's, Collocator may apply for Caged Physical Collocation in initial and subsequent increments of fifty (50) square feet. Space totaling less than fifty (50) square feet will be provided where technically feasible. The caged serving arrangement is an area designated by AMERITECH-OHIO within an Eligible Structure to be used by a Collocator for the sole purpose of installing, maintaining and operating Collocator provided equipment. AMERITECH-OHIO will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. AMERITECH-OHIO will prorate the charge for site conditioning and preparation undertaken to construct or condition the Physical Collocation Space so the first Collocator in an AMERITECH-OHIO Eligible Structure will not be responsible for the entire cost of site preparation.

4.1.1.2 The Collocator may use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of AMERITECH-OHIO, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AMERITECH-OHIO, and the Collocator shall be solely

responsible for all charges of any such contractor/vendor. If a vendor is used, the Collocator must ensure that the vendor installs a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, AMERITECH-OHIO shall provide Collocator Shared Caged Collocation in any Unused Space.

4.1.2.1.1 A Collocator may request that AMERITECH-OHIO provide Shared Caged Collocation via (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space ("**New Shared Collocation**") or (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation ("**Subleased Shared Collocation**"). In each Shared Caged Collocation arrangement, AMERITECH-OHIO's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "**Primary Collocator**". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "**Resident Collocator**". An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and

place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

- 4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from **AMERITECH-OHIO** in a single application. The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator may use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of **AMERITECH-OHIO**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **AMERITECH-OHIO**, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. If a vendor is used, the Collocator must ensure that the vendor provides a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. **AMERITECH-OHIO** will prorate the Preparation Charges incurred by **AMERITECH-OHIO** to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). **AMERITECH-OHIO** will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the

first Collocator in an AMERITECH-OHIO Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AMERITECH-OHIO shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AMERITECH-OHIO shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement or the applicable tariff under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, *inter alia*, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AMERITECH-OHIO as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- 4.1.2.1.3 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **AMERITECH-OHIO** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement or the applicable tariff under which the Primary Collocator purchases collocation t shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- 4.1.2.1.4 The Primary Collocator represents and warrants to **AMERITECH-OHIO** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 6.1 of this Appendix and which is necessary to Interconnect with **AMERITECH-OHIO** or for access to **AMERITECH-OHIO**'s Unbundled Network Elements. **AMERITECH-OHIO** shall provide Collocator access to **AMERITECH-OHIO**'s Unbundled Network Elements and permit Collocator to interconnect its network with **AMERITECH-OHIO** from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall

have no right to request and AMERITECH-OHIO shall have no obligation to provide Collocator's Resident Collocators access to AMERITECH-OHIO's Unbundled Network Elements or AMERITECH-OHIO's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with AMERITECH-OHIO.

- 4.1.2.1.5 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AMERITECH-OHIO the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. AMERITECH-OHIO shall bill the new Primary Collocator any applicable charges to change AMERITECH-OHIO's records and databases to reflect such new Primary Collocator.

4.1.3 Cageless Physical Collocation

- 4.1.3.1 Subject to technical feasibility and security requirements, AMERITECH-OHIO will allow CLEC to collocate in any unused space (space that is vacant and does not contain AMERITECH-OHIO equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space, provided that unused space will be administered on a non-discriminatory basis, that is to the extent that AMERITECH-OHIO, has or would move administrative or other functions to accommodate its own equipment, it will do so for CLEC) in AMERITECH-OHIO's Eligible Structure (eg. Central Office), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to

CLEC's dedicated space. **AMERITECH-OHIO** will designate the space to be used for cageless collocation. **AMERITECH-OHIO** may require CLEC to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for CLEC's or other collocating carriers' use, and once inside the building, **AMERITECH-OHIO** must permit CLEC to have direct access to CLEC's equipment.

- 4.1.3.2 Collocator must install their own bay(s) using an **AMERITECH-OHIO** Approved Vendor. **AMERITECH-OHIO** will provide space for the bay(s) in either a Standard Bay arrangement of 10sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:
- 4.1.3.3 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.
- 4.1.3.4 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width and up to 36" in depth.
- 4.1.3.5 **AMERITECH-OHIO** prefers that the equipment mounted in the bay be flush mounted with the front of the bay; provided, however, in no event may the equipment be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.
- 4.1.3.6 **AMERITECH-OHIO** may not require Collocator to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit directly to Collocator, in lieu of direct connection to **AMERITECH-OHIO**'s network if technically feasible. **AMERITECH-OHIO** may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing **AMERITECH-OHIO** equipment in its own cage, and other reasonable security measures examples of which are described herein Section 13 of this Appendix. **AMERITECH-OHIO** must make cageless collocation space available in single-bay increments, meaning that Collocator can purchase space in single bay increments. **AMERITECH-OHIO** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in an **AMERITECH-OHIO** Premise will not be responsible for the

entire cost of site preparation. **AMERITECH-OHIO** will provide collocation space in CEV's, Huts or Cabinets in increments of "rack inches" (the amount of vertical rack space required to mount the Collocator's equipment including any space required for equipment separation and heat dissipation).

4.1.4 Adjacent Structure Collocation

4.1.4.1 When space is legitimately exhausted inside an **AMERITECH-OHIO** Eligible Structure, **AMERITECH-OHIO** will permit CLEC to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts, or similar structures such as those used by **AMERITECH-OHIO** to house telecommunications equipment) to the extent technically feasible. **AMERITECH-OHIO** will permit CLEC to construct or otherwise procure such adjacent structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations. CLEC will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. **AMERITECH-OHIO** may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements, provided that such reservation shall be administered on a non-discriminatory basis. **AMERITECH-OHIO** will assign the location of the Designated Space where the Adjacent Structure will be placed.

4.1.4.2 When requested, **AMERITECH-OHIO** will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to 200 AMPS of DC power to the Adjacent Structure up to 50 cable feet from the Central Office. When power requirements are beyond these office capacities and distance limitations, **AMERITECH-OHIO** will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with Collocator. At its option, Collocator may choose to provide its own AC and DC power to the Adjacent Structure. **AMERITECH-OHIO** will provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement.

4.1.4.3 If Physical Collocation Space becomes available in a previously exhausted Eligible Structure, **AMERITECH-OHIO** will not require Collocator to move or prohibit Collocator from moving, a collocation arrangement into that structure. Instead **AMERITECH-OHIO** will continue to allow the Collocator to

collocate in any Adjacent Structure that the Collocator has constructed or otherwise procured.

- 4.2 All requests for “**Other Physical Collocation**” arrangements or other Collocation services not contained in this Appendix will be considered on a case-by-case basis (ICB or NSCR). When a Collocator requests a particular Physical Collocation arrangement, the Collocator is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC, with a substantially similar network, has deployed such collocation arrangement in any incumbent LEC Physical Collocation Space. If AMERITECH-OHIO refuses to provide a Physical Collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.
- 4.3 The Collocator's AMERITECH-OHIO Approved Vendor will be permitted access to the AMERITECH-OHIO Main Distribution Frame and/or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an AMERITECH-OHIO Approved Power Installation Vendor to install power cable(s) from the Collocator's Physical Collocation Space to the designated AMERITECH-OHIO's Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5.3 and 10.6 of this Appendix.
- 4.4 AMERITECH-OHIO shall permit Collocator to place its own connecting transmission facilities within AMERITECH-OHIO's Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from AMERITECH-OHIO, subject to reasonable safety limitations.
- 4.5 AMERITECH-OHIO shall voluntarily permit the Collocator to provide, via installation by an AMERITECH-OHIO approved vendor, a direct connection between its collocated equipment in a Physical Collocation Space to its collocated equipment located within the same AMERITECH-OHIO Eligible Structure provided such Collocator has satisfied the statutory and contractual requirements for collocation in each instance. In addition, AMERITECH-OHIO shall permit the Collocator to provide, via installation by an AMERITECH-OHIO approved vendor, a direct connection between its collocated equipment and the collocated equipment of one or more separate telecommunications carriers collocated within the same AMERITECH-OHIO Premises provided that Collocator and each such carrier has satisfied the statutory and contractual requirements to qualify for collocation. Where technically feasible, a connection may be made using copper cable, dark fiber, lit fiber. In addition, and subject to reasonable safety

considerations, a connection may be made where technically feasible using such other transmission medium (media) mutually agreed to by SBC and Collocator. A Collocator's request for connection using other transmission medium (media) shall be submitted via the NSCR / ICB procedure.

- 4.5.1 AMERITECH-OHIO will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such connections. Such connections and their installation shall be subject to the same reasonable safety requirements that AMERITECH-OHIO imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from AMERITECH-OHIO.

5. SPACE AVAILABILITY AND ASSIGNMENT

- 5.1 At the request of Collocator, AMERITECH-OHIO will provide space for Physical Collocation as described above. AMERITECH-OHIO is not required to provide Physical Collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, AMERITECH-OHIO will provide Adjacent Structure Collocation as described above or Virtual Collocation, as described in the Appendix Virtual Collocation, except where AMERITECH-OHIO proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, AMERITECH-OHIO will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.
- 5.2 AMERITECH-OHIO will provide physical collocation arrangements in Eligible Structures and on its Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a particular Premise will be made initially by AMERITECH-OHIO. AMERITECH-OHIO will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If AMERITECH-OHIO determines that Collocator's Physical Collocation Application is unacceptable, AMERITECH-OHIO shall advise Collocator of any deficiencies within this ten (10) calendar day period. AMERITECH-OHIO shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application, except those required to correct deficiencies, will not be

considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

5.2.1 When space for Physical Collocation in a particular Eligible Structure is not available, AMERITECH-OHIO shall place Collocator on the waiting list for collocation in a particular Eligible Structure according to the date Collocator submitted its application for Physical Collocation in that Eligible Structure.

5.3 If AMERITECH-OHIO contends that space for Physical Collocation is not available in an Eligible Structure, AMERITECH-OHIO must allow Collocator to tour the entire central office or other Eligible Structure in question, without charge and within ten (10) calendar from the receipt of AMERITECH-OHIO's denial of space notification or such later date as mutually agreed by the parties. Prior to taking a tour, each representative must execute and deliver to AMERITECH-OHIO a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an AMERITECH-OHIO's Eligible Structure.

5.3.1 If Collocator disputes AMERITECH-OHIO's determination, Collocator can elect a review to be made by a mutually agreed to third party engineer or a Commission designate, under a non-disclosure agreement. All costs of the third-party inspection including, but not limited to, all payments to the third-party engineer or Commission designate in connection with the inspection, shall be shared equally by AMERITECH-OHIO and the Collocator. The third party engineer shall take into consideration AMERITECH-OHIO's planned use for the Eligible Structure under review and, to the extent it can review Collocator space and how it is used.

5.3.2 If AMERITECH-OHIO denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, AMERITECH-OHIO shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, AMERITECH-OHIO or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.

5.3.3 If CLEC elects to go on a central office inspection tour in accordance with Section 5.3.1, AMERITECH-OHIO will provide floor plans to CLEC when CLEC arrives at the central office for the inspection tour. CLEC

will be given a reasonable opportunity to review the floor plans while at the central office prior to the commencement of the tour. The floor plans will be subject to the non-disclosure agreement described in Section 5.3.1 and must be returned to **AMERITECH-OHIO** at the end of the inspection tour prior to leaving the central office. An **AMERITECH-OHIO** representative will accompany and supervise the CLEC agent on the inspection tour.

- 5.4 **AMERITECH-OHIO** will maintain a publicly available document, posted for viewing on **AMERITECH-OHIO**'s CLEC ONLINE Web-site, indicating all Eligible Structures that are full, and will update such a document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation Space.
- 5.5 Upon receipt of a written request, **AMERITECH-OHIO** will submit to the Collocator within ten (10) calendar days of the submission of the request a report describing in detail the space that is available for collocation in a particular **AMERITECH-OHIO** Premises. This report will specify the amount of collocation space available at each requested Premises, the number of collocators, and any modifications in the use of the space since the last report. This report will also include measures that **AMERITECH-OHIO** is taking to make additional space available for collocation. **AMERITECH-OHIO** will provide a report for two (2) to five (5) requests in ten (10) business days and six (6) to twenty (20) requests in twenty-five (25) business days. Should the Collocator submit more than twenty (20) requests at once, **AMERITECH-OHIO** will provide the information on a scheduled basis of ten (10) additional offices for every ten (10) business days.
- 5.5.1 In **AMERITECH-OHIO**, reports shall be ordered via the Collocation order form on **AMERITECH-OHIO's** CLEC ONLINE Web-site and shall specifically identify the CLLI code of each Premises for which a report is ordered.
- 5.5.2 **AMERITECH-OHIO** shall recover costs for the implementation of these reporting measures in a reasonable manner. If **AMERITECH-OHIO** seeks to charge Collocator for the provision of such reports and the Parties are unable to agree on the appropriate charge, the determination of the appropriate TELRIC-based charge will be subject to the dispute resolution provisions of this Agreement.
- 5.5.3 **AMERITECH-OHIO** shall permit a Collocator to submit Physical Collocation Space preferences prior to **AMERITECH-OHIO** assigning the carrier's space. Such preference shall be indicated on the Collocator's Physical Collocation application.

- 5.6 Except as provided in Section 5.8 below, AMERITECH-OHIO is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, AMERITECH-OHIO is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Collocator equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. AMERITECH-OHIO and Collocator shall not unreasonably warehouse forecasted space.
- 5.7 To the extent possible, AMERITECH-OHIO will make contiguous space available to a Collocator if a Collocator seeks to expand an existing Physical Collocation arrangement.
- 5.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, AMERITECH-OHIO will take into account future demand based upon its knowledge of Collocator demand for Collocation. Collocator will provide AMERITECH-OHIO with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.
- 5.9 AMERITECH-OHIO may retain a limited amount of floor space for AMERITECH-OHIO's own specific future uses; provided, however that neither AMERITECH-OHIO nor any of its affiliates may reserve space for future use for like equipment on terms more favorable than those that apply to other telecommunications carriers, including Collocator, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, AMERITECH-OHIO will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless AMERITECH-OHIO proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, AMERITECH-OHIO and the Collocator will attempt to reach a mutually agreeable alternative method of interconnection.
- 5.10 At the request of the Commission or Collocator, AMERITECH-OHIO shall remove any obsolete and unused equipment (e.g., retired in-place") from its Eligible Structures. AMERITECH-OHIO shall be permitted to recover the cost of removal and/or relocation of such equipment if AMERITECH-OHIO incurs expenses that would not otherwise have been incurred (at the time of the request

or subsequent thereto) (e.g., costs to expedite removal of equipment or store equipment for reuse).

5.11 INTENTIONALLY LEFT BLANK.

5.12 Notwithstanding anything contrary in this Agreement, AMERITECH-OHIO maintains ultimate authority to assign and configure space for Physical Collocation within its Premises. AMERITECH-OHIO will assign Physical Collocation Space on rates, terms and conditions that are just, reasonable, and nondiscriminatory. AMERITECH-OHIO's space assignment will not (i) materially increase a Collocator's collocation costs or materially delay a Collocator's occupation and use of the AMERITECH-OHIO's Premises, unless required by operational constraints unrelated to competitive concerns, or (ii) reduce unreasonably the total space available for physical collocation or preclude unreasonably Physical Collocation within AMERITECH-OHIO's Premises. In addition, AMERITECH-OHIO will not assign Physical Collocation Space that will discriminatorily impair the quality of service or impose other material limitations on the service Collocator wishes to offer.

5.13 AMERITECH-OHIO may restrict Physical Collocation to space separated from space housing AMERITECH-OHIO's Equipment, provided that each of the following conditions is met:

(1) Either legitimate security concerns, or operational constraints unrelated to AMERITECH-OHIO's or any of its Affiliates' or subsidiaries competitive concerns, warrant such separation;

(2) Any Physical Collocation Space assigned to an Affiliate or subsidiary of AMERITECH-OHIO is separate from space housing AMERITECH-OHIO's equipment;

(3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space;

(4) The cost of the separate space to Collocator will not be materially higher than the cost of non-separated space; and

(5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

5.14 AMERITECH-OHIO may require the employees and contractors of Collocator to use a central or separate entrance to the AMERITECH-OHIO Premises; provided, however, that where AMERITECH-OHIO requires that the employees or contractors of Collocator access collocated Equipment only through a separate

entrance, employees and contractors of the AMERITECH-OHIO's Affiliates and Subsidiaries will be subject to the same restriction.

5.15 AMERITECH-OHIO may construct or require the construction of a separate entrance to access Physical Collocation Space, provided that each of the following conditions is met:

- (1) Construction of a separate entrance is technically feasible;
- (2) Either legitimate security concerns, or operational constraints unrelated to AMERITECH-OHIO's or any of its Affiliates' or Subsidiaries competitive concerns, warrant such separation;
- (3) Construction of a separate entrance will not artificially delay collocation provisioning; and
- (4) Construction of a separate entrance will not materially increase Collocator's costs.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." For purposes of this section, "necessary" shall be as defined by the FCC or the Commission.

6.2 Intentionally omitted.

6.3 AMERITECH-OHIO permits CLEC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions.

6.4 Intentionally omitted.

6.5 Multi-function equipment may be collocated if it meets the test set forth in 47 CFR 523(b)(3).

6.6 AMERITECH-OHIO voluntarily allows CLECs to place in AMERITECH-OHIO'S Eligible Structure certain ancillary equipment solely to support and be used with equipment that the CLEC has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, , and potential other ancillary equipment may be placed in AMERITECH-OHIO'S premises, on a non-discriminatory basis.

6.7 Intentionally omitted.

- 6.8 AMERITECH-OHIO does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 6.9 All types of equipment placed in AMERITECH-OHIO Eligible Structures or on its Premises by Collocators must meet the AMERITECH-OHIO minimum safety standards. The minimum safety standards are as follows: (1) equipment complying Telecordia NEBS Level 1 or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AMERITECH-OHIO) prior to January 1, 1998 with no known history of safety problems.
- 6.10 AMERITECH-OHIO will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that AMERITECH-OHIO applies to its own network equipment. AMERITECH-OHIO will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.
- 6.11 Intentionally omitted.
- 6.12 In the event that AMERITECH-OHIO denies Collocation of Collocator's equipment, citing minimum safety standards, AMERITECH-OHIO will provide within five (5) business days of the denial, a list of AMERITECH-OHIO equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AMERITECH-OHIO equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Premise.
- 6.13 In the event Collocator submits an application requesting collocation of certain equipment and AMERITECH-OHIO determines that such equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment. If Collocator disputes such determination by AMERITECH-OHIO, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If AMERITECH-OHIO determines that Collocator has already collocated equipment which does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) written notice from AMERITECH-OHIO. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, AMERITECH-OHIO or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

6.13.1 In the event Collocator submits an application requesting collocation of certain equipment and AMERITECH-OHIO determines that such equipment is not necessary for interconnection or access to UNEs, Collocator may not collocate the equipment unless and until the dispute is resolved. If the Parties do not resolve the dispute, AMERITECH-OHIO or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. PHYSICAL COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

Subject to Paragraph 7.1.1, for each Physical Collocation request, Collocator must submit a separate Physical Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to physically collocate equipment in a new Physical Collocation Space, (ii) a request to Augment an existing Physical Collocation Space, (iii) a request for direct cabling within an Eligible Structure, an ICB or NSCR, and (iv) specified revisions to Collocation Applications. A copy of the Physical Collocation Application may be obtained from the AMERITECH-OHIO Collocation Services Account Manager or from the AMERITECH-OHIO CLEC ONLINE Web-Site.

7.1.1 If Collocator submits a Physical Collocation Application that requests (i) partial disconnection and/or removal of Collocator's Eligible Equipment from an Eligible Structure, (ii) complete disconnection and/or removal of Collocator's Eligible Equipment from an Eligible Structure, Ameritech Ohio may calculate and charge an application and/or project management fee for such application, provided such fee is TELRIC based. If Collocator disagrees with the applicable Application and/or Project Management Fee for a specific request, the determination of the appropriate TELRIC based charge will be subject to the dispute resolution provisions of this Agreement.

7.2 AMERITECH-OHIO will contract for or perform the construction and preparation activities necessary to prepare the Physical Collocation Space, using the same or consistent practices that are used by AMERITECH-OHIO for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - Collocator shall pay AMERITECH-OHIO all associated non-recurring and recurring charges per month for use of the Physical Collocation Space. Unless CLEC requests services that are necessarily priced on an ICB/NSCR basis SBC may only assess charges that are contained in

the state specific Appendix Pricing. Collocator acknowledges that the Appendix Pricing reflects the appropriate charges for circumstance where CLEC hires vendor to perform the work to prepare caged and cageless collocation areas. For circumstance where CLEC The recurring monthly charges for each Physical Collocation Space shall stay fixed for the term of this Appendix unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

- 7.3.1 An ICB/NSCR quote is prepared by AMERITECH-OHIO to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space, Augment, or Collocation services where a state specific Appendix Pricing rate element does not exist. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.
- 7.4 Collocator shall pay its proportionate share of any reasonable security arrangements AMERITECH-OHIO employs to protect AMERITECH-OHIO equipment and ensure network reliability.
- 7.5 Payment of Preparation - Prior to any obligation on AMERITECH-OHIO to start any preparation of the Physical Collocation Space, Collocator shall pay AMERITECH-OHIO fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). Collocator also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Collocator .
- 7.6 Occupancy Conditioned on Payment - AMERITECH-OHIO shall not permit Collocator to have access to the Physical Collocation Space for any purpose other than inspection during construction of Collocator's Physical Collocation Space until AMERITECH-OHIO is in receipt of complete payment of the Preparation Charge and any Custom Work charges. AMERITECH-OHIO shall provide Collocator with a bill for any charges not already paid pursuant to Section 7.5 no later than fourteen (14) days prior to the date the space is scheduled to be turned over to Collocator.
- 7.7 In the event that the CLEC determines that it does not require the Dedicated Space, or terminates this Agreement, after AMERITECH-OHIO has begun preparation of the dedicated collocation space but before AMERITECH-OHIO has been paid the entire amounts due under this Article, then CLEC shall reimburse AMERITECH-OHIO for the non-recoverable costs less estimated net

salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs, but only to the extent such costs would have been recoverable had CLEC taken the Dedicated Space.

- 7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in the General Terms and Conditions of this Agreement.
- 7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.
- 7.10 The monthly recurring charge(s) shall begin to apply, no later than five (5) calendar days from the date that AMERITECH-OHIO turns over the Physical Collocation Space pursuant Section 11. The fact that AMERITECH-OHIO may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.
- 7.11 The charges for an Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR) in the AMERITECH-OHIOS, and must be reasonable in light of prevailing market prices for similar services. All prices shall be agreed to prior to commencement of work.

8. USE OF PHYSICAL COLLOCATION SPACE

- 8.1 AMERITECH-OHIO shall ensure that the Physical Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by AMERITECH-OHIO in compliance with all applicable codes, ordinances, resolutions, regulations and laws.
- 8.2 Where applicable, restroom access, use of elevators and parking will be provided on a reasonable, non-discriminatory basis in the AMERITECH-OHIOS.
- 8.3 A list of proposed CLEC Telecom Equipment that will be placed within the Physical Collocation Space shall be set forth on the CLEC's Physical Collocation application, which includes associated power requirements, floor loading, and heat release of each piece of CLEC Telecom Equipment. After CLEC has information concerning the exact Physical Collocation Space to be made available, CLEC will provide a complete and accurate list of such CLEC Telecom Equipment for review. CLEC shall not place or leave any other equipment or facilities within the Physical Collocation Space without the express written consent of AMERITECH-OHIO.

- 8.4 In the event that subsequent to the submission of the Physical Collocation application and its complete and accurate list of CLEC Telecom Equipment with the required technical information, CLEC desires to place in the Physical Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the complete and accurate list provided by the CLEC pursuant to sec. 8.3, CLEC shall furnish to AMERITECH-OHIO a new Physical Collocation application and any Applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, AMERITECH-OHIO may provide such written consent or may condition any such consent on any additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both AMERITECH-OHIO and CLEC of a final list and description and receipt by AMERITECH-OHIO of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "CLEC Telecom Equipment."
- 8.5 CLEC may use the Physical Collocation Space for placement of CLEC telecommunications equipment that is necessary ("used or useful") for interconnection or access to UNE's. CLEC's employees, agents and contractors shall be permitted access to the Physical Collocation Space at all times, provided that CLEC's employees, agents and contractors comply with AMERITECH-OHIO'S policies and practices pertaining to fire, safety and security. CLEC agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Collocation Space.
- 8.5.1 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to AMERITECH-OHIO network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.
- 8.6 Operation of any equipment, facilities or any other item placed in the Physical Collocation Space shall not interfere with or impair service over AMERITECH-OHIO network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Physical Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Physical Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. In the event of interference or

impairment of the quality of service between services or facilities of CLEC and AMERITECH-OHIO the parties agree to the following:

- 8.6.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.
 - 8.6.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to AMERITECH-OHIO'S network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.
 - 8.6.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.
- 8.7 In no case shall the Collocator's AMERITECH-OHIO Approved Vendor or any person or entity purporting to be acting through or on behalf of the Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Physical Collocation Space the Eligible Structure or the Adjacent Structure without the advance written permission or direction of AMERITECH-OHIO. AMERITECH-OHIO shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that AMERITECH-OHIO shall have the right to reject or modify any such request. If AMERITECH-OHIO performs any such construction, and the associated cost shall be paid by Collocator in accordance with AMERITECH-OHIO then-standard custom work order process, ICB or NSCR.

9. COLLOCATOR RESPONSIBILITIES

- 9.1 Consistent with the nature of the Eligible Structure, the Adjacent Structure and the environment of the Physical Collocation Space, Collocator shall not use the Physical Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocator shall be permitted on the Eligible Structure, on the grounds surrounding the building, or on the Adjacent Structure.
- 9.2 Collocator represents and warrants that each item of Collocator's Equipment meets AMERITECH-OHIO minimum safety standards and are compliant with the other requirements set forth in this Appendix. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO AMERITECH-OHIO

IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

- 9.3 Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **AMERITECH-OHIO** Main Distribution Frame and/or interconnection points by Collocator's **AMERITECH-OHIO** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5.3 of this Appendix.
- 9.4 Procurement and installation of power cable(s) by Collocator's **AMERITECH-OHIO** Approved Power Installation Vendor from the Physical Collocation Space to the designated **AMERITECH-OHIO**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.
- 9.5 Collocator's employees, agents and contractors shall be permitted access to the Physical Collocation Space at all times, provided that Collocator's employees, agents and contractors comply with **AMERITECH-OHIO**'s policies and practices pertaining to fire, safety and security. Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Collocation Space.
- 9.6 Collocator is solely responsible for the design, engineering, installation, testing, performance, and maintenance of the Collocator Telecom Equipment used by Collocator in the Physical Collocation Space. Collocator may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by the Collocator. Collocator is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the **AMERITECH-OHIO** central office:
 - 9.6.1 Its fiber optic cable(s);
 - 9.6.2 Its Collocator Telecom Equipment;
 - 9.6.3 Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Collocator's Physical Collocation Space; and

- 9.6.4 The connection cable and associated equipment which may be required within Collocator's Physical Collocation Space to the point(s) of termination of that cable within Collocator's Physical Collocation Space.
- 9.6.5 **AMERITECH-OHIO** requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from **AMERITECH-OHIO**'s BDFB. No CIPP is required for 20, 40 or 50 amp arrangements, which are served from **AMERITECH-OHIO**'s BDFB. The CIPPs are designed to provide 20, 40, 50 or 100/200 (maximum) amp redundant increments of DC power. The CIPP is always required for 100/200 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP76200MP Level 1 requirements.
- 9.7 Collocator will, whenever possible, place their telecom equipment in the Physical Collocation Space within ninety (90) calendar days of Delivery Date. Collocator must interconnect to **AMERITECH-OHIO**'s network or gain access to **AMERITECH-OHIO**'s unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, and such failure is not caused by SBC, **AMERITECH-OHIO** may, upon written notice, terminate that Physical Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under this Appendix for the terminated arrangement and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator Telecom Equipment is considered to be interconnected when physically connected to **AMERITECH-OHIO**'s network or a **AMERITECH-OHIO** unbundled network element for the purpose of Collocator providing a telecommunications service.
- 9.8 Orders for additional space will not be accepted until the existing Collocator's Physical Collocation Space in the requested Eligible Structure, is "efficiently used." Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DSO, DS1, Fiber, etc.) in the requested Eligible Structure is "efficiently used."
- 9.8.1 For purposes of this Appendix, "efficiently used" space means the Collocator is utilizing between sixty percent (60%) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged and/or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of **AMERITECH-OHIO**.

- 9.8.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to the **AMERITECH-OHIO** network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of **AMERITECH-OHIO**.
- 9.9 Subject to the limitations and restrictions of this Appendix, Collocator may place or install in or on the Physical Collocation Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Physical Collocation Space as described above. Personal property, fixtures and unpowered facilities placed by Collocator in the Physical Collocation Space shall not become a part of the Physical Collocation Space, even if nailed, screwed or otherwise fastened to the Physical Collocation Space, but shall retain their status as personal property and may be removed by Collocator at any time. Any damage caused to the Physical Collocation Space by the removal of such property shall be repaired at Collocator's expense.
- 9.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 9.10.1, 9.10.2, 9.10.3, and 9.10.4. Collocator shall strictly observe and abide by each in **AMERITECH-OHIO**.
- 9.10.1 **AMERITECH-OHIO** TP76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;
- 9.10.2 **AMERITECH-OHIO**'s most current Interconnector's Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.
- 9.10.3 **AMERITECH-OHIO** TP76300MP, standards and requirements for equipment and facilities installations, and any successor document(s) within **AMERITECH-OHIO** central offices and may be modified from time to time.
- 9.10.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation Application or that subsequently become effective and then when effective.

10. COOPERATIVE RESPONSIBILITIES

- 10.1 AMERITECH-OHIO will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space using the same or consistent practices that are used by AMERITECH-OHIO for other construction and preparation work performed in the Eligible Structure. AMERITECH-OHIO will permit Collocator to subcontract the construction of Physical Collocation arrangements with contractors/vendors approved by AMERITECH-OHIO, provided that AMERITECH-OHIO will not unreasonably withhold approval of contractors.
- 10.2 AMERITECH-OHIO will allow Collocator to select its own contractors for all required engineering and installation services associated with the Collocator Telecom Equipment (*e.g.*, AMERITECH-OHIO shall not require Collocator to use AMERITECH-OHIO's internal engineering or installation work forces for the engineering and installation of the Collocator Telecom Equipment). Installation of the Collocator Telecom Equipment in the Physical Collocation Space must nevertheless comply with AMERITECH-OHIO TP76300MP. Collocator-selected contractors must agree to all policies and procedures in this Appendix. Access to the Eligible Structure or AMERITECH-OHIO's Premises and the Physical Collocation Space for Collocator contractors is provided submit to the same requirements as the Collocator.
- 10.2.1 In AMERITECH-OHIO, Collocator's contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein but available on AMERITECH-OHIO's CLEC ONLINE Web-Site.
- 10.3 If the Interconnector's Collocation Services Handbook, AMERITECH-OHIO's CLEC ONLINE Web-Site or the TP76200MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:
- 10.3.1 If a modification is made after the date on which Collocator has or orders a Physical Collocation arrangement, AMERITECH-OHIO shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by AMERITECH-OHIO.
- 10.4 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, AMERITECH-OHIO's CLEC ONLINE Web-Site, AMERITECH-OHIO TP76300MP, and the TP76200MP in the AMERITECH-OHIO.

- 10.5 AMERITECH-OHIO shall provide an interconnection point or points, physically accessible by both AMERITECH-OHIO and Collocator (typically a AMERITECH-OHIO manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that AMERITECH-OHIO will designate interconnection points as close as reasonably possible to the Eligible Structure. AMERITECH-OHIO will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for AMERITECH-OHIO's cable facilities and at which space is available for new facilities in at least two of those entry points. Collocator shall use a single mode dielectric, plenum rated, fire retardant fiber optic cable as a transmission medium to the Physical Collocation Space. Collocator shall be permitted no more than two (2) entrance routes into the Building, if available.
- 10.5.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by AMERITECH-OHIO, and for leaving sufficient cable length to fully extend the fiber optic cable to the Collocator's assigned space within the Eligible Structure. Under AMERITECH-OHIO observation, the Collocator's AMERITECH-OHIO Approved Vendor will fully extend such Collocator-provided cable per the AMERITECH-OHIO TP76300MP to the Collocator's assigned Physical Collocation Space. Coordination for placement of entrance cable facilities must be scheduled with AMERITECH-OHIO's designated Outside Plant Engineer and must obtain an approved Method of Procedures (MOP) from AMERITECH-OHIO.
- 10.5.2 AMERITECH-OHIO will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.
- 10.5.3 AMERITECH-OHIO will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and AMERITECH-OHIO Main Distribution Frame and/or its equivalent will be installed by the Collocator's AMERITECH-OHIO Approved Vendor. The Collocator's AMERITECH-OHIO Approved Vendor must obtain an approved Method of Procedures (MOP) from AMERITECH-OHIO and follow the AMERITECH-OHIO's standards and requirements for installation of equipment and facilities. AMERITECH-OHIO will install and stencil the termination blocks or panels at AMERITECH-OHIO's Main Distribution Frame and/or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

- 10.6 Unless otherwise expressly agreed in writing, **AMERITECH-OHIO** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the power and **AMERITECH-OHIO**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **AMERITECH-OHIO**'s substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **AMERITECH-OHIO**'s is based on demand management. **AMERITECH-OHIO** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **AMERITECH-OHIO** Approved Power Installation Vendor will install the power cable(s) from the Physical Collocation Space to **AMERITECH-OHIO**'s dedicated termination points on the Battery Distribution Fuse Bay (BDFB). When the **AMERITECH-OHIO**'s designated power termination point(s) is at the **AMERITECH-OHIO**'s Power Plant Primary Distribution, the Collocator's **AMERITECH-OHIO** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **AMERITECH-OHIO** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **AMERITECH-OHIO**'s Power Plant Primary Distribution, which will be performed by **AMERITECH-OHIO**. The Collocator's **AMERITECH-OHIO** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **AMERITECH-OHIO** and follow the **AMERITECH-OHIO** TP76300MP.
- 10.7 **AMERITECH-OHIO** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **AMERITECH-OHIO** provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.
- 10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or **AMERITECH-OHIO** under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.
- 10.9 Collocator and **AMERITECH-OHIO** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

- 10.10 **AMERITECH-OHIO** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.
- 10.11 **AMERITECH-OHIO** agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Physical Collocation Space.
- 10.12 Collocator and **AMERITECH-OHIO** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.
- 10.13 In **AMERITECH-OHIO**, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.
- 10.14 Relocation – In the event **AMERITECH-OHIO** determines it necessary for Physical Collocation Space to be moved within the Eligible Structure in which the Physical Collocation Space is located or to another Eligible Structure, CLEC is required to do so. If such relocation arises from circumstances beyond the reasonable control of **AMERITECH-OHIO**, including condemnation or government order or regulation that makes the continued occupancy of the Physical Collocation Space or Eligible Structure too costly in **AMERITECH-OHIO**'s sole judgment, Collocator shall be responsible for the cost of preparing the new Physical Collocation Space at the new location. Otherwise **AMERITECH-OHIO** shall be responsible for any reasonable preparation costs. Such relocation shall be on a non-discriminatory basis, and will not discriminate or unnecessarily confer a competitive advantage to **AMERITECH-OHIO**, its affiliates or any other CLEC.
- 10.14.1 In the event that CLEC requests that the Physical Collocation Space be moved within the **AMERITECH-OHIO** Eligible Structure or to another Eligible Structure, **AMERITECH-OHIO** shall permit CLEC to relocate the Physical Collocation Space, subject to the availability of space and associated requirements. CLEC shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Physical Collocation Space and the new Wire Center as applicable.

- 10.15 In the event the Collocator cancels its order after AMERITECH-OHIO has begun preparation of the Physical Collocation Space, but before AMERITECH-OHIO has been paid the entire amount due under this Agreement, then in addition to other remedies that AMERITECH-OHIO might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. AMERITECH-OHIO shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Physical Collocation request.
- 10.16 Collocator may discontinue or terminate a Physical Collocation Arrangement on not less than thirty (30) days advance notice to AMERITECH-OHIO by submitting a complete and accurate Physical Collocation Application plus applicable fees. Upon the discontinuance or termination of a Physical Collocation arrangement, the Collocator shall pay to AMERITECH-OHIO all costs associated with returning the Physical Collocation Space to AMERITECH-OHIO in the same condition as when AMERITECH-OHIO first began any construction work on such space on behalf of Collocator. Such costs include, but are not limited to, costs associated with removal by AMERITECH-OHIO of facilities, cabling and cages.
- 10.17 Upon discontinuance or termination of the Physical Collocation arrangement, the Collocator will work cooperatively with AMERITECH-OHIO to remove the Collocator's equipment from AMERITECH-OHIO property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. AMERITECH-OHIO is not responsible for and will not guarantee the condition of such equipment if removed by Collocator or an AMERITECH-OHIO vendor hired by Collocator. Collocator shall indemnify and hold AMERITECH-OHIO harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator is removing its own equipment. The Collocator is responsible for arranging for and paying for the removal of physically collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator's physically collocated equipment must be made within thirty (30) calendar days of AMERITECH-OHIO receipt of Collocator's Physical Collocation Application to terminate the Physical Collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, AMERITECH-OHIO has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment.

AMERITECH-OHIO shall have no responsibility for damage done to such removed equipment caused by AMERITECH-OHIO or its contractors during the removal process. Collocator will indemnify and hold AMERITECH-OHIO harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if AMERITECH-OHIO removes Collocator's equipment. Any equipment not removed in this time frame may be removed by AMERITECH-OHIO and stored in a non- AMERITECH-OHIO location, at the expense of the Collocator.

- 10.18 Upon termination of the Physical Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Physical Collocation. If the entrance cable(s) is not scheduled and removed within thirty (30) calendar days after discontinuance of use, AMERITECH-OHIO may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.18 below. AMERITECH-OHIO and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AMERITECH-OHIO instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.
- 10.19 If Collocator fails to remove its equipment and facilities from the Physical Collocation Space within thirty (30) calendar days after discontinuance of use of the collocation space, AMERITECH-OHIO may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold AMERITECH-OHIO harmless from any and all claims, expenses, fees, or other costs associated with any such removal by AMERITECH-OHIO.
- 10.20 Other than the security restrictions described herein, AMERITECH-OHIO shall place no restriction on access to Collocator's central office Physical Collocation Space by Collocator's employees and designated agents. Such space shall be available to Collocator designated agents twenty-four (24) hours per day each day of the week. AMERITECH-OHIO will not impose unreasonable security restrictions for the Eligible Structure, including the Physical Collocation Space.
- 10.21 Demarcation Point – AMERITECH-OHIO shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between Collocator's network and AMERITECH-OHIO's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. Collocator is responsible for coordinating with AMERITECH-OHIO to ensure that services are installed in accordance with a service request.

- 10.22 Collocator is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Physical Collocation Space, or to any piece of Collocator Telecom Equipment, or any other Collocator-provided facility or piece of equipment. If AMERITECH-OHIO testing is also required, it will be provided at applicable charges.

11. TESTING AND ACCEPTANCE

- 11.1 Collocator and AMERITECH-OHIO will complete an acceptance walk-through of the Physical Collocation Space prior to AMERITECH-OHIO turning the Physical Collocation Space over to Collocator. Exceptions that are noted during this acceptance walk-through shall be corrected by AMERITECH-OHIO as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Physical Collocation request shall be at AMERITECH-OHIO's expense.
- 11.2 Once the Collocator's equipment installation is successfully completed, power must be turned up and tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its AMERITECH-OHIO approved installation contractor, AMERITECH-OHIO, and/or AMERITECH-OHIO vendor.
- 11.3 All installations of equipment must be in accordance with the AMERITECH-OHIO TP76300MP and subject to review by an AMERITECH-OHIO maintenance engineer for compliance. Should AMERITECH-OHIO maintenance engineer determine during their review audit that the installation is not compliant with specifications, the Collocator or its AMERITECH-OHIO Approved Vendor must correct non compliant items and schedule an additional review audit after corrective work has been performed.
- 11.4 Collocator shall be responsible for coordination with its AMERITECH-OHIO Approved Vendor to be at the site for acceptance testing.
- 11.5 Once Collocator has accepted the facilities, the Collocator will order either interconnection or access to UNEs from AMERITECH-OHIO to be connected to their equipment.

12. DELIVERY INTERVALS

- 12.1 The construction interval relates to the period in which AMERITECH-OHIO shall construct and turnover to the Collocator the requested Physical Collocation Space. The delivery interval begins on the date AMERITECH-OHIO receives an accurate and complete Physical Collocation Application from the Collocator.

The delivery interval ends on the date **AMERITECH-OHIO** is ready to turnover the Physical Collocation Space to the Collocator ("Delivery Date"). The Collocator must provide the **AMERITECH-OHIO**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as **AMERITECH-OHIO** has received such response and payment. If the Collocator has not provided the **AMERITECH-OHIO** such response and payment by the twelfth (12) calendar day after the date **AMERITECH-OHIO** notified Collocator its request has been granted, the application will be canceled. Physical Collocation Space is not reserved until **AMERITECH-OHIO**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by **AMERITECH-OHIO** with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **AMERITECH-OHIO** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Physical Collocation is determined by **AMERITECH-OHIO** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

Table (1)

Number of All Physical Collocation Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 – 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11-20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

- 12.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) calendar days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the

delivery intervals set forth in Table (1) above will be re-started. All Physical Collocation Applications (except requests for Adjacent Structure Collocation) received by **AMERITECH-OHIO** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **AMERITECH-OHIO**. In addition, if in accordance with PUCO's Entry on Rehearing in Case No. 02-1254-TP-ARB, Collocator selects **AMERITECH-OHIO** to perform preparation activities for caged collocation or shared caged collocation, **AMERITECH-OHIO**'s delivery interval shall be increased from sixty (60) to ninety (90) days.

12.3 The second fifty percent (50%) payment must be received by **AMERITECH-OHIO** prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by **AMERITECH-OHIO**.

12.4 Augment Interval **AMERITECH OHIO** will provide reduced intervals for collocators with existing physical collocation space that request the following interconnection augments. The collocator must submit to **AMERITECH OHIO's** Collocation Service Center (CSC) a completed application for a Subsequent Job. For the reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Application Fee and 50% of all applicable non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

12.4.1 Augments consisting of interconnection cabling arrangements, AC and DC power, lighting, and interconnection conduit: 15 calendar days.

- 28 DS1's (cabling only; panels, relay racks and overhead racking exist)
- 3 DS3's (cabling only; panels, relay racks and overhead racking exist)
- 100 Copper (shielded or nonshielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)
- Duplex AC convenience outlets and/or
- Additional overhead lighting and/or
- Cage to cage interconnection conduit within the same collocation area
- Cable pull within same collocation area
- DC Power requirements where only a fuse change is required

The above fifteen (15) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and limited to not more than the above quantities.

12.4.2 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber pair connections

This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

- 12.5 The cabling Augment interval is determined by **AMERITECH-OHIO** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by **AMERITECH-OHIO** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **AMERITECH-OHIO** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The cabling Augment interval is determined by **AMERITECH-OHIO** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power.

Table (2)

Number of All Cabling Augment Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	60 calendar days
11-20	35calendar days	65 calendar days

- 12.6 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) calendar days for every five (5) additional application or fraction thereof. Any material revision to a Physical

Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by AMERITECH-OHIO from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

- 12.7 For all Augments other than provided above, AMERITECH-OHIO will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.
- 12.8 Within twenty (20) calendar days or mutually agreed upon time, from AMERITECH-OHIO's receipt of the confirmatory response in writing to continue construction on the Physical Collocation arrangement requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.
- 12.9 AMERITECH-OHIO and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an AMERITECH-OHIO employee. Escort charges will apply. These visits will be jointly agreed upon by AMERITECH-OHIO and the Collocator and will be determined on a case by case basis.
- 12.10 During AMERITECH-OHIO delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, AMERITECH-OHIO will notify Collocator that their vendors or contractors will be allowed to do work in parallel with AMERITECH-OHIO throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from AMERITECH-OHIO and follow AMERITECH-OHIO's Technical Publication for installation of equipment and facilities. Security Access requirements in Section 13 of this Appendix will apply.
- 12.11 In responding to an application request that requires an ICB/NSCR, AMERITECH-OHIO shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.
- 12.12 Adjacent Structure Collocation Delivery Intervals
 - 12.12.1 AMERITECH-OHIO Delivery Interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

13. SECURITY

13.1 As provided herein, AMERITECH-OHIO may require reasonable security arrangements to protect its equipment and ensure network reliability. AMERITECH-OHIO may recover the costs of implementing security measures from Collocators in a reasonable manner via the appropriate State Commissions. Except as provided below, AMERITECH-OHIO may only impose security arrangements that are as stringent as the security arrangements that AMERITECH-OHIO maintains at its own premises for its own employees or authorized contractors. AMERITECH-OHIO must allow Collocator to access its installed Physical Collocation equipment twenty-four (24) hours a day, seven (7) days a week, in AMERITECH-OHIO Eligible Structures without requiring either a security escort of any kind or delaying a Collocator's employees' entry into AMERITECH-OHIO's Eligible Structure. Reasonable security measures that AMERITECH-OHIO may adopt include, but are not limited to, the following:

13.1.1 Installing security cameras or other monitoring systems; or

13.1.2 Requiring Collocator personnel to use badges with computerized tracking systems; or

13.1.3 Requiring Collocator employees to undergo the same level of security training, or its equivalent, that AMERITECH-OHIO's own employees, or third party contractors providing similar functions, must undergo; provided, however, that AMERITECH-OHIO may not require Collocator employees to receive such training from AMERITECH-OHIO itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training. Qualification program and security training details shall be included in AMERITECH-OHIO's technical publications and/or Collocation website(s). AMERITECH-OHIO does not use any information collected in the course of implementing or operating security arrangements "for any marketing or other purpose in aid of competing with Collocators".

13.1.4 AMERITECH-OHIO may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage. If AMERITECH-OHIO chooses to construct an interior security partition around its own equipment, that partition may not interfere with Collocators' access to their own equipment, including equipment collocated directly adjacent to AMERITECH-OHIO's equipment. AMERITECH-OHIO's enclosure of its own equipment will not be a basis for a claim that space is exhausted.

- 13.2 Collocators and AMERITECH-OHIO will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other AMERITECH-OHIO's property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocators or AMERITECH-OHIO in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocators or AMERITECH-OHIO, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AMERITECH-OHIO property:
- 13.2.1 Theft or destruction of AMERITECH-OHIO's or any Collocator's property.
 - 13.2.2 Use or attempted use/sale of alcohol or illegal drugs on AMERITECH-OHIO's property.
 - 13.2.3 Industrial espionage.
 - 13.2.4 Threats or violent acts against other persons on AMERITECH-OHIO's property.
 - 13.2.5 Knowing violations of any local, state or federal law on AMERITECH-OHIO's property.
 - 13.2.6 Permitting unauthorized persons access to AMERITECH-OHIO's or Collocator's equipment on AMERITECH-OHIO's property.
 - 13.2.7 Carrying a weapon on AMERITECH-OHIO's property.
- 13.3 In addition, the Collocator and AMERITECH-OHIO will take appropriate disciplinary steps as determined by each party to address any violations reported by AMERITECH-OHIO or the Collocator of AMERITECH-OHIO's policies and practices on security, safety, network reliability, and business conduct as defined in AMERITECH-OHIO's Interconnector's Collocation Services Handbook and/or CLEC ONLINE Web-Site, provided the such information and any and all updates to it are timely provided to the Collocator.
- 13.4 Collocators will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the Collocator's technicians at a level as set forth in Section 27 of the General Terms and Conditions.
- 13.5 AMERITECH-OHIO may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with

computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

14. CASUALTY LOSS

14.1 If the Eligible Structure or the Physical Collocation Space is damaged by fire or other casualty, and:

14.1.1 The Physical Collocation Space is not rendered untenable in whole or in part, AMERITECH-OHIO shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or

14.1.2 The Physical Collocation Spaces is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, AMERITECH-OHIO has the option to repair the Physical Collocation Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the Physical Collocation Space cannot be repaired within ninety (90) calendar days, or AMERITECH-OHIO opts not to rebuild, then the Physical Collocation arrangement provided in the Physical Collocation Space shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as of the date of such damage. AMERITECH-OHIO shall endeavor to relocate Collocator equipment in alternative location, or assist Collocator in developing alternative to physical location.

14.2 Any obligation on the part of AMERITECH-OHIO to repair the Physical Collocation Space shall be limited to repairing, restoring and rebuilding the Physical Collocation Space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Collocator or by AMERITECH-OHIO at the request of Collocator; any Collocator Telecom Equipment; or other facilities or equipment located in the Physical Collocation Space by Collocator or by AMERITECH-OHIO on request of Collocator.

14.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the Physical Collocation Space may be unaffected thereby, AMERITECH-OHIO, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving Collocator ten (10) calendar days prior written notice within thirty (30) calendar days following the date of such occurrence, if at all possible.

14.4 Decisions as to untenability and rebuilding must be made on a reasonable and non-discriminatory basis.

15. REMOVAL OF EQUIPMENT

15.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue for thirty (30) calendar days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AMERITECH-OHIO may, immediately or at any time thereafter, after written notice to Collocator, enter and repossess the Physical Collocation Space, expel Collocator and any claiming under Collocator, remove any Collocator Telecom Equipment and any other items in the Physical Collocation Space, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies AMERITECH-OHIO might have. AMERITECH-OHIO may exercise this authority on an individual collocation space basis. AMERITECH-OHIO may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

16. LIMITATION OF LIABILITY

16.1 Collocator acknowledges and understands that AMERITECH-OHIO may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator; that such space may be close to the Physical Collocation Space, possibly including space adjacent to the Physical Collocation Space and/or with access to the outside of the physical collocation space; and that if Collocator requests a cage around its equipment, the cage Physical Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging Collocator's equipment and facilities. AMERITECH-OHIO will be liable to CLEC for damages only to the extent that AMERITECH-OHIO'S fault or negligence contributed to the loss or damage.

17. INDEMNIFICATION OF AMERITECH-OHIO

17.1 CLEC's use of the dedicated collocation space, and both Parties' conduct of their business or any activity, in or about the dedicated collocation space, or performance of any terms of this Appendix, shall be subject to the Indemnity provisions of the General Terms and Conditions.

18. OSHA STATEMENT

18.1 Each Party, in recognition of the other Party's status as an employer, agrees to abide by and to undertake the duty of compliance with all federal, state and local laws, safety and health regulations relating to the space which Party has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which

are assessed against the indemnified Party as the result of the indemnifying Party's failure to comply with any of the foregoing.

19. NOTICES

- 19.1 Except in emergency situations, and where feasible, **AMERITECH-OHIO** shall provide Collocator with written notice twenty (20) business days prior to those instances where **AMERITECH-OHIO** or its subcontractors may be undertaking a major construction project in the general area of the Physical Collocation Space or in the general area of the AC and DC power plants which support the Physical Collocation Space.
- 19.2 **AMERITECH-OHIO** will inform Collocator by telephone of any emergency-related activity that **AMERITECH-OHIO** or its subcontractors may be performing in the general area of the Physical Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Physical Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required to monitor or protect its service.
- 19.3 **AMERITECH-OHIO** will provide Collocator with written notification, where feasible, within twenty (20) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator Telecom Equipment. **AMERITECH-OHIO** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator Telecom Equipment.
- 19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to (AR, CA, CT, KS, MO, NV, OK, TX)
Account Manager - Collocation
2600 North Central Expressway
6th Floor,
Richardson, Texas 75080

If to (IL, IN, MI, OH, WI)
Account Manager - Collocation

**350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654**

If to Collocator: **Rod Cox
Manager Carrier Relations
TDS Metrocom, Inc.
525 Junction Road, Suite 6000
Madison, WI 53717**

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

- 19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

**CSC
2600 North Central Expressway,
6th Floor,
Richardson, Texas 75080**

If to Collocator: **Rod Cox
Manager Carrier Relations
TDS Metrocom, Inc.
525 Junction Road, Suite 6000
Madison, WI 53717**

20. INSURANCE

- 20.1 Collocator shall furnish **AMERITECH-OHIO** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Collocator. **AMERITECH-OHIO** shall be named as an ADDITIONAL INSURED on general liability policy. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (S).

- 20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **AMERITECH-OHIO** from and waives any and all right of recovery, claim, action or cause of

action against AMERITECH-OHIO, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of AMERITECH-OHIO, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against AMERITECH-OHIO, and any rights of Collocator against AMERITECH-OHIO for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that AMERITECH-OHIO has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

- 20.2 Intentionally Left Blank.
- 20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by AMERITECH-OHIO.
- 20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.
- 20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, AMERITECH-OHIO's obligation to turn over the Physical Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for AMERITECH-OHIO to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.
- 20.6 Collocator must also conform to recommendations made by AMERITECH-OHIO's Property Insurance Company, if any, unless a recommendation is also applicable to AMERITECH-OHIO and AMERITECH-OHIO does not so conform in the Eligible Structure where the Physical Collocations pace is located.
- 20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTON OF SERVICE AND PROPERTY

- 21.1 **AMERITECH-OHIO** shall use its existing power back-up and power recovery plan on a non-discriminatory basis with respect to CLEC in accordance with its standard policies for the specific Central Office, which policies shall be provided to CLEC in writing.
- 21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.
- 21.3 Except as may otherwise be provided:
- 21.3.1 **AMERITECH-OHIO** and Collocator shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and
- 21.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.
- 21.3.3 Each Party shall restrict access to the Eligible Structure and the Physical Collocation Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.
- 21.4 **AMERITECH-OHIO** shall use electronic access controls to protect all spaces which house or contain Collocator equipment or equipment enclosures, but if electronic controls are not available, **AMERITECH-OHIO** shall either furnish security guards at those **AMERITECH-OHIO** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **AMERITECH-OHIO** shall permit Collocator to install monitoring equipment in the collocation space to carry data back to Collocator's work center for analysis. Collocator agrees that Collocator is responsible for problems or alarms related to Collocator's equipment or equipment enclosures located on **AMERITECH-OHIO**'s Physical Collocation Space.
- 21.5 **AMERITECH-OHIO** shall furnish Collocator with the identifying credentials to be carried by its employees and authorized agents to be paid for by the Collocator. The Collocator must maintain an updated list of all authorized employees and authorized agents on an individual Collocation Space basis for every Eligible Structure where there are **AMERITECH-OHIO** security guards.
- 21.6 Collocator shall comply with the security and safety procedures and requirements of **AMERITECH-OHIO**, including but not limited to sign-in, and identification.

- 21.7 AMERITECH-OHIO shall furnish Collocator with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured Collocator space in central offices. In the event of an emergency, Collocator shall contact a SPOC provided by AMERITECH-OHIO for access to spaces which house or contain Collocator equipment or equipment enclosures.
- 21.8 AMERITECH-OHIO shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house Collocator equipment or equipment enclosures.
- 21.9 AMERITECH-OHIO shall use best efforts to provide notification within two (2) hours to designated Collocator personnel to indicate an actual security breach.
- 21.10 AMERITECH-OHIO shall be responsible for the security of the Eligible Structure. If a security issue arises or if Collocator believes that AMERITECH-OHIO's security measures are unreasonably lax, Collocator shall notify AMERITECH-OHIO and the Parties shall work together to address the problem. AMERITECH-OHIO shall, at a minimum, do the following:
- 21.10.1 Where a cage is used, AMERITECH-OHIO shall design collocation cages to prevent unauthorized access; provided, however, that Collocator realizes and assents to the fact that the cage will be made of wire mesh.
- 21.10.2 AMERITECH-OHIO shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to AMERITECH-OHIO's employees, agents or invitees having a business need, such as a periodic review of the Physical Collocation Space, to be in these areas. AMERITECH-OHIO shall require all persons entering the collocation areas to wear identification badges.
- 21.10.3 AMERITECH-OHIO shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Physical Collocation Space. AMERITECH-OHIO shall respond immediately to reported problems with Collocator key cards.
- 21.10.4 In emergency situations, common courtesy will be extended between Collocator and AMERITECH-OHIO's employees, including the provision of first aid and first aid supplies.

- 21.11 Collocator shall limit access to Collocator employees directly to and from the Physical Collocation Space and will not enter unauthorized areas under any circumstances.

22. VIRTUAL COLLOCATION¹

- 22.1 Upon request, **AMERITECH-OHIO** shall provide CLEC Virtual Collocation in any Unused Space. If CLEC wishes to Virtually Collocate a bay other than a Standard Bay, it must request such Virtual Collocation via an ICB/NSCR. CLEC shall not have physical access to its Virtually Collocated equipment but may, at its expense, electronically monitor and control its Virtually Collocated equipment. **AMERITECH-OHIO** shall, subject to CLEC's payment of the applicable rates, fees and charges, be responsible for installing, maintaining and repairing CLEC's equipment. CLEC cannot convert its Virtually Collocated equipment "in-place" to a method of Physical Collocation available herein (e.g., no "in-place" conversion of Virtual Collocation to Cageless Physical Collocation). In addition to the rates set forth in the Pricing appendix and applicable tariffs, if **AMERITECH-OHIO** must locate CLEC's Virtual Collocation bays in its switch line-up, CLEC shall also be responsible for any extraordinary costs necessary to condition such space.
- 22.2 **AMERITECH-OHIO** shall deliver to CLEC the requested space on or before the later of (i) 110 Calendar Days from **AMERITECH-OHIO's** receipt of CLEC's Collocation Order for Virtual Collocation and (ii) such other reasonable date that Parties may agree upon if it is not feasible for **AMERITECH-OHIO** to deliver to CLEC such space within 110 Calendar Days and **AMERITECH-OHIO** notified CLEC of this fact within ten (10) Business Days after the initial walk-through.
- 22.3 **AMERITECH-OHIO** shall coordinate, on a case by case basis, the installation of the Virtual Collocation equipment with the CLEC based on availability and equipment delivery intervals.
- 22.4 **AMERITECH-OHIO** shall install applicable Cross-Connects as directed by CLEC, at the rates provided in the Pricing appendix or applicable tariffs.
- 22.5 **AMERITECH-OHIO** shall allow periodic inspections of the Virtual Collocation space where CLEC equipment is located, during construction.
- 22.6 **AMERITECH-OHIO** shall ensure that all applicable alarm systems (e.g., power) that support CLEC equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.

¹ CLEC adopted Section 22 and its subsections pursuant to Paragraph 43 of the FCC's SBC/Ameritech Merger Conditions from its Michigan Interconnection Agreement.

23. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 23.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX DIRECT

**APPENDIX DIRECT
(DIRECT ACCESS AGREEMENT
FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)**

1. RESERVATION

- 1.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify AMERITECH-OHIO, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

APPENDIX DA

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**APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for CLEC provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications, Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **AMERITECH-OHIO** means the applicable above listed ILECs doing business in Ohio.
- 1.4 The prices at which **AMERITECH-OHIO** agrees to provide CLEC with Directory Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. SERVICES

- 2.1 Where technically feasible and/or available, **AMERITECH-OHIO** will provide the following DA Services:
 - 2.1.1 **DIRECTORY ASSISTANCE (DA)**
Consists of providing subscriber listing information (name, address, and published telephone number or an indication of “non-published status”) where available to CLEC’s End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212.
 - 2.1.2 **DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)**
A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC’s End User, utilizing an automated voice system or with operator assistance.
 - 2.1.3 **DIRECTORY ASSISTANCE Nationwide Listing Service (NLS)**
A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to CLEC End Users. CLEC acknowledges that the Federal Communications Commission has issued

an order that could affect AMERITECH-OHIO ability to offer NLS and that AMERITECH-OHIO may have to stop providing NLS at anytime.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

- 3.1.1 **“Call Branding”** -The procedure of identifying a provider’s name audibly and distinctly to the End User at the beginning of each DA Services call.
- 3.1.2 **“Non-List Telephone Number or DA only Telephone Number”** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.
- 3.1.3 **“Non-Published Number”** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.
- 3.1.4 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

- 4.1 Where technically feasible and/or available, AMERITECH-OHIO will brand DA in CLEC’s name based upon the criteria outlined below. In non-Resale situations, if CLEC uses its own switch, technical feasibility is not a limitation.
 - 4.1.1 Where AMERITECH-OHIO provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where AMERITECH-OHIO is only providing DA service on behalf of the CLEC, the calls will be branded.
 - 4.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.
 - 4.1.3 CLEC will provide written specifications of its company name to be used by AMERITECH-OHIO to create CLEC specific branding messages for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).
 - 4.1.4 Intentionally Omitted.
 - 4.1.5 A CLEC purchasing AMERITECH-OHIO unbundled local switching is responsible for maintaining CLEC’s End User customer records in AMERITECH-OHIO Line Information Database (LIDB) as described in

Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

- 4.1.6 Intentionally Omitted.
- 4.1.7 An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

- 5.1 Where technically feasible and/or available, **AMERITECH-OHIO** will provide CLEC DA Rate/Reference Information based upon the criteria outlined below:
 - 5.1.1 CLEC will furnish DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
 - 5.1.2 CLEC will inform **AMERITECH-OHIO**, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **AMERITECH-OHIO** updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
 - 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Rate or Reference Information.
 - 5.1.4 When an **AMERITECH-OHIO** Operator receives a rate request from a CLEC End User, **AMERITECH-OHIO** will quote the applicable DA rates as provided by CLEC.
 - 5.1.4.1 In the interim, when an Operator receives a rate request from a CLEC End User, **AMERITECH-OHIO** will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When **AMERITECH-OHIO** has the capability to quote specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

6. RESPONSIBILITIES OF THE PARTIES

- 6.1 CLEC agrees that due to customer quality and work force schedule issues, AMERITECH-OHIO will be the sole provider of DA Services for CLEC's local serving area(s).
- 6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AMERITECH-OHIO Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from AMERITECH-OHIO, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 CLEC will furnish to AMERITECH-OHIO a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 CLEC will provide AMERITECH-OHIO updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 CLEC will send the DA listing records to AMERITECH-OHIO for inclusion in AMERITECH-OHIO DA database via electronic gateway as described in Appendix WP. CLEC further agrees that AMERITECH-OHIO can release CLEC's directory assistance listings stored in AMERITECH-OHIO directory assistance database to competing providers provided that AMERITECH-OHIO agrees to compensate CLEC by paying CLEC the amount AMERITECH-OHIO collects from such competing providers in connection with CLEC's listing information.
- 6.7 CLEC agrees that AMERITECH-OHIO may utilize CLEC's End User's listings contained in AMERITECH-OHIO directory assistance database in providing existing and future AMERITECH-OHIO directory assistance or DA related services.
- 6.8 CLEC further agrees that AMERITECH-OHIO can release CLEC's directory assistance listings stored in AMERITECH-OHIO directory assistance database to competing providers.

7. METHODS AND PRACTICES

- 7.1 AMERITECH-OHIO will provide DA Services in a non-discriminatory manner with the same level of service and with the same time intervals for call answer and response as AMERITECH-OHIO provides to its own End Users, to CLEC's End Users in accordance with AMERITECH-OHIO DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

8. PRICING

- 8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing. Beyond the specified term of this Appendix, AMERITECH-OHIO may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

9. MONTHLY BILLING

- 9.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 9.2 AMERITECH-OHIO will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

10. LIABILITY

- 10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix. Furthermore, and not by way of limitation of the preceding sentence, the parties specifically agree that any claims arising from disclosure of telephone number, address, or name associated with the telephone called or telephone used shall be subject to the indemnification provisions of the General Terms and Conditions.

11. TERMS OF APPENDIX

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SWBT, within thirty (30) days of the issuance of any bills by AMERITECH-OHIO, all amounts due for actual services provided

under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by AMERITECH-OHIO pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX DAL

**APPENDIX DAL
(LOCAL DIRECTORY ASSISTANCE LISTINGS)**

1. RESERVATION

- 1.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify AMERITECH-OHIO, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

APPENDIX 911

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APPENDIX 911**TERMS AND CONDITIONS FOR PROVIDING CONNECTION
TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE****1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-OHIO means the applicable above listed ILEC doing business in Ohio.
- 1.4 The prices at which AMERITECH-OHIO agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“911 Trunk”** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC’s End Office to the E911 system.
- 2.2 **“Automatic Location Identification” or “ALI”** means the automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 **“Automatic Number Identification” or “ANI”** means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 **“Company Identifier” or “Company ID”** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.5 **“Database Management System” or “DBMS”** means a system of manual procedures and computer programs used to create, store and update the data

required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

- 2.6 **“E911 Customer”** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.7 **“E911 Universal Emergency Number Service”** (also referred to as **“Expanded 911 Service”** or **“Enhanced 911 Service”**) or **“E911 Service”** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.9 **“Emergency Service Number”** or **“ESN”** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.10 **“National Emergency Number Association”** or **“NENA”** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.11 **“Public Safety Answering Point”** or **“PSAP”** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.12 **“Selective Routing”** and **“Selective Router”** or **“SR”** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number

and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. **AMERITECH-OHIO** RESPONSIBILITIES

3.1 **AMERITECH-OHIO** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **AMERITECH-OHIO** is the 911 Service Provider. **AMERITECH-OHIO** shall provide 911 Service to CLEC as described this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and **AMERITECH-OHIO** is the 911 Service Provider. This shall include the following:

3.2 Call Routing

3.2.1 **AMERITECH-OHIO** will transport 911 calls from each CLEC point of interconnection (POI) to the SR office of the E911 system, where **AMERITECH-OHIO** is the 911 Service Provider.

3.2.2 **AMERITECH-OHIO** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

AMERITECH-OHIO will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **AMERITECH-OHIO** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ANI record is found in the E911 DBMS, **AMERITECH-OHIO** will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 **AMERITECH-OHIO** shall provide and maintain sufficient dedicated E911 trunks from **AMERITECH-OHIO's** SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 **AMERITECH-OHIO** will provide facilities to interconnect the CLEC, as specified in the local state tariff. Additionally, when diverse facilities are requested by CLEC, **AMERITECH-OHIO** will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 Upon written request by CLEC, **AMERITECH-OHIO** shall, within 10 days, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs (including the underlying database vendor) served by

the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

- 3.3.4 AMERITECH-OHIO and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the AMERITECH-OHIO SR(s).

3.4 Database

- 3.4.1 Where AMERITECH-OHIO manages the E911 database, AMERITECH-OHIO shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 AMERITECH-OHIO shall coordinate access to the AMERITECH-OHIO E911 DBMS for the initial loading and updating of CLEC End User 911 Records. CLEC has the responsibility for providing "updated" records and SBC has responsibility of uploading such updated End User 911 Records to the E911 DBMS.
- 3.4.3 AMERITECH-OHIO's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 3.4.4 AMERITECH-OHIO will upload CLEC's End User 911 Records to the E911 DBMS. AMERITECH-OHIO will then provide CLEC an error and status report. This report will be provided electronically, in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.
- 3.4.5 AMERITECH-OHIO shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided monthly but only for those areas where CLEC is authorized to do business as a local exchange service provider and AMERITECH-OHIO is the 911 service provider. The MSAG will be in an electronic database format.
- 3.4.6 Where AMERITECH-OHIO manages the DBMS, AMERITECH-OHIO shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. CLEC RESPONSIBILITIES

4.1 Call Routing

- 4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the AMERITECH-OHIO SR office of the E911 system, where AMERITECH-OHIO is the 911 Service Provider.
- 4.1.2 CLEC will forward the ANI information of the party calling 911 to the AMERITECH-OHIO 911 Selective Router.

4.2 Facilities and Trunking

- 4.2.1 CLEC shall provide interconnection with each AMERITECH-OHIO 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each AMERITECH-OHIO 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 4.2.4 The CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
- 4.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the AMERITECH-OHIO SR.
- 4.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated AMERITECH-OHIO 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 4.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AMERITECH-OHIO 911 SR.

- 4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the “busy day/busy hour” criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 4.2.9 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from AMERITECH-OHIO.
- 4.2.10 CLEC will cooperate with AMERITECH-OHIO to promptly test all 911 trunks and facilities between CLEC's network and the AMERITECH-OHIO 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). AMERITECH-OHIO will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising AMERITECH-OHIO of the circuit identification and the fact that the circuit is a 911 circuit when notifying AMERITECH-OHIO of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AMERITECH-OHIO will refer network trouble to CLEC if no defect is found in AMERITECH-OHIO's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AMERITECH-OHIO's for inclusion in AMERITECH-OHIO's DBMS on a timely basis. AMERITECH-OHIO and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.
- 4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

- 4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 CLEC is responsible for providing AMERITECH-OHIO updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AMERITECH-OHIO 911 DBMS provided they are returned to the CLEC in timely fashion and in a standard electronic format.
- 4.3.5 The CLEC shall reimburse AMERITECH-OHIO for any additional database charges incurred by AMERITECH-OHIO for errors in ALI data updates caused by CLEC or its third-party agent.
- 4.3.6 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

- 4.4.1 CLEC is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the CLEC's POI to the designated AMERITECH-OHIO 911 Selective Router(s).

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AMERITECH-OHIO's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.
- 6.2 AMERITECH-OHIO will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to AMERITECH-OHIO's Selective Routing. AMERITECH-OHIO will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating

circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **AMERITECH-OHIO** and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to **AMERITECH-OHIO** not later than forty-five (45) days prior to the passing of live traffic. **AMERITECH-OHIO** shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.
- 7.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located CLEC shall provide documentation of all requisite approval(s) to **AMERITECH-OHIO** prior to use of CLEC's E911 connection for actual emergency calls.
- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 7.5 If required the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to E911 Services are set forth in **AMERITECH-OHIO's** Appendix Pricing or applicable state Commission-approved tariff.
- 8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

- 9.1 AMERITECH-OHIO's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. AMERITECH-OHIO shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AMERITECH-OHIO has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.
- 9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to AMERITECH-OHIO, CLEC shall not be liable to AMERITECH-OHIO, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AMERITECH-OHIO until service is restored.
- 9.3 CLEC agrees to release AMERITECH-OHIO from any and all Loss arising out of AMERITECH-OHIO's provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, to the extent that CLEC committed the act or omission proximately causing the Loss.
- 9.4 CLEC also agrees to release, AMERITECH-OHIO from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, to the extent that CLEC committed the act or omission proximately causing the Loss.

- 9.5 Information provided pursuant to this Appendix shall be subject to confidentiality protection as provided in the Terms and Conditions.

10. MUTUALITY

- 10.1 CLEC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **AMERITECH-OHIO** request such services, CLEC will provide such services to **AMERITECH-OHIO** under terms and conditions comparable to the terms and conditions contained in this Appendix.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX FCC MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only AMERITECH-OHIO is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.1.1 As used herein, AMERITECH-OHIO means the applicable listed ILEC doing business in Ohio.
- 1.2 AMERITECH-OHIO will provide to CLEC certain items as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.
- 1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date AMERITECH-OHIO obligations cease under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.
- 2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:
- 2.2.1 the Merger Closing Date is October 8, 1999; and

2.2.2 the Offering Window begins November 7, 1999.

2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

3.1 Pursuant to the terms and conditions, at the times specified, and in the geographic areas identified all as set out in section 14 of the FCC Merger Conditions, and subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, AMERITECH-OHIO will provide unbundled local loops to CLEC for the purpose of providing Advanced Services (such as ADSL) where such loops are not used to also provide voice grade services and all other provisions in the FCC Merger Conditions are met at 50% of the lowest monthly recurring charge, 50% of the lowest non-recurring line or service connection charge, and 100% of the lowest non-recurring service order charges (i.e. there is no discount for service order charges) for the unbundled local loop then effective that has been established by the state commission pursuant to 252(d)(1) of the Act.

3.2 If CLEC does not qualify to order the unbundled local loops for the purpose of providing Advanced Services (such as ADSL) as set forth in the FCC Merger Conditions, AMERITECH-OHIO'S provision, if any, and CLEC's payment for unbundled Local Loops for the purpose of providing Advanced Services (such as ADSL) shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless AMERITECH-OHIO receives thirty (30) days advance written notice with instructions to terminate the discounted surrogate line sharing charges or to convert such line to an available alternative arrangement provided by AMERITECH-OHIO, then upon expiration of any discounted surrogate line sharing charges, the line shall automatically convert to an appropriate AMERITECH-OHIO product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

4. OSS: CHANGE MANAGEMENT PROCESS

- 4.1 Upon request by CLEC, within one month of the Merger Closing Date, AMERITECH-OHIO and CLEC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the AMERITECH-OHIO Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, "change management process" means the documented process that AMERITECH-OHIO and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. AMERITECH-OHIO will follow the uniform change management process agreed upon with interested CLECs.

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES

- 5.1 Effective with the first billing cycle that begins after the Merger Closing date, AMERITECH-OHIO hereby eliminates in the AMERITECH-OHIO Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately \$3600 per month per CLEC per State) that AMERITECH-OHIO charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, AMERITECH-OHIO also hereby eliminates in the AMERITECH-OHIO Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit AMERITECH-OHIO's right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements.

6. ADVANCED SERVICES OSS DISCOUNTS

- 6.1 AMERITECH-OHIO will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.

- 6.2 If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, AMERITECH-OHIO'S provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless AMERITECH-OHIO receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by AMERITECH-OHIO, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate AMERITECH-OHIO product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

7. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

- 7.1 AMERITECH-OHIO will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 7.2 If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, AMERITECH-OHIO'S provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless AMERITECH-OHIO receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by AMERITECH-OHIO, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate AMERITECH-OHIO product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and

conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

- 8.1 **AMERITECH-OHIO** will provide CLEC promotional resale discounts on telecommunications services that **AMERITECH-OHIO** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, **AMERITECH-OHIO'S** provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless **AMERITECH-OHIO** receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by **AMERITECH-OHIO**, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate **AMERITECH-OHIO** product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

- 9.1 **AMERITECH-OHIO** will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the "promotional UNE platform") to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on

January 24, 1999. When AMERITECH-OHIO provides the promotional UNE platform, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, CLEC will pay an additional charge to compensate AMERITECH-OHIO for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should CLEC's order require an assembly charge prior to establishment of such charge, AMERITECH-OHIO will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

- 9.2 If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, AMERITECH-OHIO'S provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, AMERITECH-OHIO'S provision and CLEC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.
- 9.3 Notwithstanding 9.1 and 9.2 above, AMERITECH-OHIO shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.
- 9.3.1 AMERITECH-OHIO will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on AMERITECH-OHIO'S TCNet.

10. LOOP CONDITIONING CHARGES

- 10.1 In accordance with paragraph 21 of the FCC Merger Conditions AMERITECH-OHIO will provide to CLEC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of CLEC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. CLEC will identify to AMERITECH-OHIO the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated AMERITECH-OHIO technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where AMERITECH-OHIO identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to provide Advanced Services, AMERITECH-OHIO will obtain CLEC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work. Consistent with Paragraph 21 of the FCC's Merger Conditions, in states where rates have been approved for the removal of load coils, bridged taps and/or voice-grade repeaters by the state commission in arbitration, a generic cost proceeding or otherwise, CLEC shall not be entitled to adopt interim conditioning rates under the terms of this Section 10.1.

11. ALTERNATE DISPUTE RESOLUTION

- 11.1 In addition to the foregoing, upon CLEC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

12. CONFLICTING CONDITIONS

- 12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against AMERITECH-OHIO, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

13. SUSPENSION OF CONDITIONS

- 13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent

jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by **AMERITECH-OHIO** after the date of such termination or order or finding. Thereafter, **AMERITECH-OHIO'S** continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

14.1 The Interim Shared Transport Capability of ULS-IST

- 14.1.1 Interim Shared Transport capability of ULS-IST refers to all transmission facilities connecting **AMERITECH-OHIO'S** switches which can be shared by more than one LEC, including **AMERITECH-OHIO**. These facilities include those between **AMERITECH-OHIO'S** End Office Switches, between **AMERITECH-OHIO'S** End Office Switch and **AMERITECH-OHIO'S** Tandem Office Switch, and between **AMERITECH-OHIO'S** Tandem Office Switches.
- 14.1.2 **AMERITECH-OHIO** will not require use of dedicated transport or customized routing to complete calls using ULS-IST. **AMERITECH-OHIO** will make available a modified version of transiting that does not require a dedicated end office integration ("EOI") transit trunk.
- 14.1.3 To allow Requesting Carriers, who subscribe to ULS-IST, to originate and complete traffic through **AMERITECH-OHIO'S** network to non-**AMERITECH-OHIO** switches, **AMERITECH-OHIO** provides a transit function ("Interim Shared Transport-Transit"). The Interim Shared Transport-Transit function provided herein will permit Requesting Carrier subscribing to **AMERITECH-OHIO'S** ULS-IST to use shared facilities and not dedicated transport between **AMERITECH-OHIO'S** Central Offices and other carrier's switches providing local, wireless, or interexchange services.
- 14.1.4 Therefore, all Requesting Carrier's traffic between **AMERITECH-OHIO** switches will utilize Interim Shared Transport and all Requesting Carrier's traffic to non-**AMERITECH-OHIO** switches will utilize the transit function of Interim Shared Transport.

- 14.1.5 The Interim Shared Transport rate will be a blend of Interim Shared Transport and Interim Shared Transport-Transit. **AMERITECH-OHIO** reserves the right to establish separate rates for interim Shared Transport and Interim Shared Transport-Transit.
- 14.1.6 Access to Interim Shared Transport will be provided only though ULS-IST subscribed to by the Requesting Carrier and dedicated to the Requesting Carrier's Customers.
- 14.1.7 To provide access to ULS-IST, **AMERITECH-OHIO** will utilize its existing routing tables contained in **AMERITECH-OHIO** switches when Requesting Carrier subscribes to ULS-IST in this Schedule.
- 14.1.8 If a Requesting Carrier elects to use ULS-IST, then custom routing will not be provided. A Requesting Carrier cannot mix the use of ULS-IST and custom routing within an **AMERITECH-OHIO** End Office Switch for local and intraLATA toll traffic. The only exception is when a Requesting Carrier, subscribing to ULS-IST, chooses to custom route its operator services and/or directory assistance calls to dedicated transport bound for its OS/DA provider (including **AMERITECH-OHIO'S** telecommunications carrier branded OS/DA Service).

14.2 ULS-IST Rating

- 14.2.1 **AMERITECH-OHIO** will charge Requesting Carrier ULS rates as set forth in the applicable Appendix Pricing.
- 14.2.2 **AMERITECH-OHIO** will also charge a Requesting Carrier using **AMERITECH-OHIO'S** ULS-IST a usage-sensitive shared transport rate. The Interim Shared Transport rate is based upon a blend of direct and tandem-routed traffic and either local switch usage at the terminating **AMERITECH-OHIO** end office or transiting and applicable termination charges for traffic to a non-**AMERITECH-OHIO** end office. **AMERITECH-OHIO** will not charge a Telecommunications Carrier using **AMERITECH-OHIO'S** local switching for usage at the terminating switch to which the Telecommunications Carrier's traffic is delivered by shared transport facilities. **AMERITECH-OHIO** will not create message records for terminating usage under the FCC Conditions.
- 14.2.2.1 All local and intraLATA traffic is billed from the originating record.
- 14.2.2.2 Because the originating Telecommunications Carrier is billed for terminating switching, compensation to the terminating carrier is not necessary.

14.2.3 Rating for the Interim Shared Transport capability of ULS-IST will occur in the following manner:

14.2.3.1 The Interim Shared Transport usage rate will apply to all ULS minutes of use.

14.2.3.2 The Interim Shared Transport usage rate has been reduced to account for intraswitch traffic that does not use Interim Shared Transport.

14.2.3.3 The Interim Shared Transport usage rate will apply in addition to the ULS usage charge.

14.2.3.4 The Interim Shared Transport usage rate is based on average transport utilized and average termination costs based on a blend of the following traffic:

14.2.3.4.1 Direct routed traffic terminating to an **AMERITECH-OHIO** end office.

14.2.3.4.2 Tandem routed traffic terminating to an **AMERITECH-OHIO** end office.

14.2.3.4.3 Direct routed traffic terminating to a non-**AMERITECH-OHIO** end office.

14.2.3.4.4 Tandem routed traffic terminating to a non-**AMERITECH-OHIO** end office.

14.2.4 The Interim Shared Transport usage charge per minute of use is set forth in the applicable Appendix Pricing.

14.3 Access Charge Settlement Methodology

14.3.1 Where a Customer served by the Requesting Carrier using **AMERITECH-OHIO'S** ULS-IST makes or receives intraLATA or interLATA traffic carried by an interexchange carrier ("IXC"), **AMERITECH-OHIO** will collect its relevant access charges from the interexchange carrier. Based upon originating and terminating usage factors, **AMERITECH-OHIO** will then make payment to (or receive payment from) the Requesting Carrier based on the difference between the access charges and the applicable charges for the Network Elements used by the Requesting Carrier to provide the access service.

14.3.2 A factoring approach will be used to reimburse the Requesting Carrier for access usage (originating and terminating). Factoring occurs in the following manner:

14.3.2.1 The statewide aggregate average quantity of both originating and terminating exchange access minutes of use ("MOU") was determined for a ULS-IST Line Port.

14.3.2.2 These MOUs were then multiplied by **AMERITECH-OHIO'S** average access rates to generate a credit for access per ULS-IST Line Port.

14.3.2.3 The average originating MOUs were then multiplied by the ULS and Interim Shared Transport usage rates and the terminating MOUs were multiplied by the Interim Shared Transport usage rate. These were totaled to create a debit for use of **AMERITECH-OHIO'S** network.

14.3.2.4 The difference between the access credit and the ULS Interim Shared Transport debit will be applied to Requesting Carrier's ULS-IST billing. The adjustment will be made per ULS-IST Line Port on a monthly basis.

14.4 The ULS-IST access credit is set forth in the applicable Appendix Pricing.

14.5 Retroactive True-Up

14.5.1 Upon issuance of a final and non-appealable Order by the Commission that modifies: 1) the Interim Shared Transport MOU rate set forth in ULS-IST section of the Pricing Appendix; and/or 2) the access charge settlement methodology set forth in the ULS-IST section of the Pricing Appendix, the Parties agree to substitute such modified rate or methodology on a prospective basis. In addition, the Parties shall retroactively true-up the amounts the Parties have previously paid and/or received such that each Party receives and/or pays the same level of compensation it would have received and/or paid had the Commission's final and non-appealable order originally applied in lieu of the MOU rate and/or methodology set forth above.

14.5.2 **AMERITECH-OHIO** will not be required to provide the retroactive true-up for any period prior to the Agreement Effective Date.

14.6 BLOCKING

14.6.1 Requesting Carrier shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer's request. Requesting Carrier shall also block Customer access to Ancillary Services upon Ameritech's request, as set forth in **Exhibit D**.

15. PROMOTIONAL PAYMENT PLAN FOR UNE AND RESALE ILLINOIS ONLY

- 15.1 **AMERITECH-OHIO** will provide, in the state Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.
- 15.2 **AMERITECH-OHIO** will provide, in the state of Illinois, a promotional payment plan option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services. The promotion is available on the terms and conditions set forth in the Ameritech – Illinois Merger Conditions for the period specified therein. Such provision of the promotional payment plan is subject to CLEC's qualification and compliance with the provisions of the Ameritech – Illinois Merger Conditions.

EXHIBIT D

1. GENERAL INFORMATION ON BLOCKING

- 1.1 Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.
- 1.2 Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.
- 1.3 Access to 976 services is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a Customer can be connected to parties other than the IP for the purpose of establishing a conference call.
- 1.4 Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.
- 1.5 Collect and person-to-person calls to CPP/C and CPP/P are not allowed.
- 1.6 Calls from WATS, hotel/motel, **AMERITECH-OHIO** Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.
- 1.7 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.
- 1.8 Call Blocking will be provided only where CO facilities permit.
- 1.9 Call Blocking may not be limited to specific programs.
- 1.10 Call Blocking does not block calls to other telephone companies' numbers.
- 1.11 Call Blocking does not block long distance charges.
- 1.12 Requesting Carrier reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's services.

- 1.13 The first time a Customer specifically disputes Pay-Per-Call charges, Customer must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on Customer's bill. Inform Customer that the Information Provider may pursue collection of charges directly with Customer.
- 1.14 After the Customer specifically disputes charges, inform Customer that mandatory blocking will be established on Customer's line and disputed amount is adjusted accordingly on Customer's bill. Inform Customer that the Information Providers may pursue collection of charges directly with Customers.
- 1.15 Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after first request.
- 1.16 On the database, Adjustments granted as the result of poor transmission, call not completed or calls completed due to failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the **AMERITECH-OHIO** entity code (R or NBT).
- 1.17 Blocking must be imposed on those Customers who refuse to pay legitimate Per-Per-Call charges, to the extent permitted under Applicable Law.

APPENDIX FGA

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APPENDIX FGA

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which CLEC and the applicable SBC Communication Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will compensate each other for the joint provision of Feature Group A (FGA) Switched Access Services and/or FGA-Like services, including the Open End (Foreign Exchange) of interLATA Foreign Exchange (FX) or interLATA FX-like service. For purposes of this Agreement the terms Feature Group A (FGA) Switched Access Services and/or FGA-like, interLATA Foreign Exchange (FX) and interLATA FX-like services may be used interchangeably, unless referenced distinctly. Notwithstanding the provisions of this Appendix, the Parties may agree to waive compensation for FGA service if they expect such service to be de minimus. In that event, the provisions of this Appendix will not apply.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 AMERITECH-OHIO - As used herein, AMERITECH-OHIO means the applicable above listed ILEC(s) doing business in Ohio.

2. DEFINITIONS

- 2.1 **“Subscriber Access Lines”** means a communication facility provided under a general and/or exchange service tariff extended from an End User premise to a Central Office Switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- 2.2 **“Feature Group A (FGA) Switched Access Service”** means FGA Switched Access Service includes all facilities and services rendered in furnishing FGA switched access service, both in local traffic area and LATA wide calling areas (interLATA FX includes only the local traffic area), in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate tariffs of the Parties.
- 2.3 **“Open End or Foreign Exchange”** means the exchange from which the FGA or foreign service is rendered. That is, the exchange from which the FGA or foreign exchange service obtains switched access to other End Users.

- 2.4 **“The Primary Company”** denotes the Party with the Primary office(s). For interLATA FX and or interLATA FX-like services, the Party with Open End will be considered the Primary Company.
- 2.5 **“The Primary Office”** means an office which: (1) directly or jointly connects to an Interexchange Carrier and/or End User; and (2) provides joint FGA switched access, or FX, service to that Interexchange Carrier and/or End User allowing calls to or from End Offices of the other Party.
- 2.6 **“The Secondary Company”** denotes the Party with the secondary office(s).
- 2.7 **“The Secondary Office”** means any office involved in providing joint FGA switched access to an Interexchange Carrier and/or End User through the switching facilities of the Primary Office.
- 2.8 **“Access Minutes or Minutes of Use (MOUs)”** means those minutes of use as described in Part 69 of the Federal Communications Commissions Rules, and are limited to those FGA and FX MOUs which originate and/or terminate in the Secondary Office(s) covered by this Appendix.
- 2.9 **“Currently Effective Tariff Rate”** means the approved FGA Switched Access tariff rate effective on the first day of the month for which compensation is being calculated.

3. UNDERTAKING OF THE PARTIES

- 3.1 The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.
- 3.2 To the extent any applicable FGA Switched Access tariff is revised, such company will notify the other of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least thirty (30) days in advance of their effective date. Compensation will be based on the revised rates forty-five (45) days after the effective date of the tariff revisions. However, if such company fails to notify the billing company of a new rate within thirty (30) days of its effective date, the billing company may delay implementation of the new rate until the next month's compensation cycle, and will not be required to adjust the previous bills retroactively.
- 3.3 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of compensation, or otherwise to execute the provisions of this Appendix.

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

- 4.1 The Primary Company will be responsible for the administration, computation and distribution of the FGA access compensation due the Secondary Company.

5. MINUTES OF USE (MOUS) DEVELOPMENT

- 5.1 The Primary Company will calculate the amount of FGA compensation due the Secondary Company, by determining the amount of FGA and FX MOUs attributable to each Secondary Company as described below. The Primary Company will then multiply the MOUs by the rates in the applicable FGA Switched Access tariff to determine the compensation amounts tentatively due the Secondary Company, subject to adjustments for uncollectibles as outlined in Section 6.3.

5.2 Terminating MOUs Development

- 5.2.1 Actual monthly premium (charged at equal access End Office) and non-premium (charged at non-equal access End Offices) terminating FGA and FX access MOUs for each office in the LATA or a FGA or FX access area will be measured by the Primary Company.
- 5.2.2 Where the Primary Company cannot measure or identify the terminating FGA or FX MOUs by End Office, terminating MOUs will be total unmeasured MOUs allocated to the LATA or FGA or FX access area. In this event, terminating FGA MOUs will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibits A and B, which are attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company. Terminating FX MOUs, however, will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibit A, which is attached hereto and made a part hereof, to the total subscriber access lines in the FX access area as determined by the Primary Company.

5.3 Originating MOUs Development

- 5.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's End Office in the local calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.
- 5.3.2 The Parties recognize that since originating non-local traffic calling area calls to the FGA service area are rated and billed as intraLATA toll, such

usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside a local calling area.

6. CALCULATION OF REVENUE DISTRIBUTION

- 6.1 The amount of premium or non-premium compensation due each Party each month will be equal to the sum of Originating and Terminating premium or non-premium compensation for each End Office. This compensation will be calculated by the Primary Company by multiplying each of the applicable FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 5.2.1 and 5.2.2.
- 6.2 Local Transport compensation will be determined for each company by multiplying each of the applicable FGA switched access tariff rate elements by the appropriate MOUs (as calculated under Sections 5.2.1 and 5.2.2) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.
- 6.3 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FGA Access billing experienced by the Primary Carrier.

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- 7.1 The Primary Company, each month, will calculate and prepare a monthly compensation statement reflecting the compensation amounts for FGA access service due the Secondary Company.
- 7.2 The monthly compensation statement will show, for each Secondary Office, separately:
 - 7.2.1 The total number of non-premium or premium terminating MOUs and associated compensation amounts.
 - 7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.
 - 7.2.3 The total compensation due the Secondary Company, by rate element.
 - 7.2.4 The number of terminating MOUs recorded by the Primary Company.
 - 7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.
 - 7.2.6 The percent ownership factor, if any, used to prorate Local Transport

revenues.

7.2.7 Adjustments for uncollectibles.

Within sixty (60) calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

EXHIBIT A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

	Primary Office
Company	Secondary Office Company

CLLI CODE NPA-NXX	CLLI CODE NPA-NXX
ACCESS LINE	

EXHIBIT B

Location for LATA Wide Termination
of Feature Group A Access Service in
Non-Local Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	% Ownership of Access Line	Transport Facilities	LATA
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APPENDIX FX

1. INTRODUCTION

- 1.1 This sets forth the terms and conditions under which SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services and/or FX-Like services.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Michigan Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 AMERITECH-OHIO- As used herein, AMERITECH-OHIO means the applicable above listed ILEC doing business in Ohio.

2. DEFINITIONS

- 2.1 **“Customer”** – As used herein, the term “Customer” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Appendix.
- 2.2 **“Foreign Exchange (FX) Service”**
 - 2.2.1 FX Service permits a customer physically located in one exchange (serving or closed end exchange) to have a telephone number associated with another exchange (open end or foreign exchange). FX allows a customer to have a telephone number presence in a community other than the one where the customer equipment is physically located.
 - 2.2.2 FX Service is generally provided in one of two ways. The “line haul” foreign exchange, where the customer is connected by an ordinary access line to its serving wire center and is then connected by a dedicated facility to the foreign exchange wire center which generates the dial tone.
 - 2.2.3 Under a “dedicated prefix” arrangement, the customer’s ordinary access line is assigned a prefix within its serving wire center which is dedicated to functioning as a prefix in a foreign exchange. The serving wire center routes the customer’s traffic over dedicated or switched facilities to a switch or switches in the foreign exchange

whereby it is connected to telephone numbers in the foreign exchange.

- 2.2.4 In either case, the total of all facilities which are used to connect the FX customer to the telephone numbers in the foreign exchange, i.e., the access line and local switch within the serving exchange, the facilities connecting the serving exchange local switch to the foreign exchange switch, and the foreign exchange switching facilities are considered as the facilities required to provide the foreign exchange service.
- 2.2.5 Foreign exchange facility arrangements, other than those described above, are possible. However, where different arrangements are used, the same principles apply. That is, the total of all facilities used in the connection of the FX customer to the telephone number in the foreign exchange are considered as the facilities used to provide the foreign exchange service.
- 2.3 **“Open End or Foreign Exchange”** means the exchange from which the foreign service is rendered. That is, the exchange from which the foreign exchange service obtains switched access to other End Users.
- 2.4 **“Primary Party”** denotes the Party that bills the FX customer for the FX service when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.
- 2.5 **“Serving or Closed End Exchange”** denotes the exchange in which the FX customer is physically located.
- 2.6 **“Secondary Party”** denotes the Party that does not bill the FX customer, when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

3. UNDERTAKING OF THE PARTIES

- 3.1 If mutually agreeable by the Parties, one Party may act as the Primary Party and bill the FX customer for the entire FX Service. In this case, the Primary Party will compensate the Secondary Party for the portion of the FX Service that the Secondary Party provides based on the Secondary Party’s applicable tariffed rates for the facilities that the Secondary Party provides. If the Secondary Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, the Primary Party will reimburse the Secondary Party based on rates negotiated between the Parties.

- 3.2 Otherwise, each Party will separately bill the FX customer for the portion of the FX service facilities that it provides based on its applicable tariffed rates. If either Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, that Party will bill the FX customer based on its costs of providing its portion of the FX Service facilities.
- 4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS**
- 4.1 In the event that only one Party bills the FX customer for the entire FX service, within thirty (30) calendar days after the end of each billing period, the Primary Party will remit the compensation amount due the Secondary Party. Where more than one compensation amount is due, they may be combined into a single payment.
- 4.2 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FX Service billing experienced by the Primary Party for the jointly provided FX Services.
- 5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**
- 5.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX ITR (Interconnection Trunking Requirements)

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APPENDIX ITR (Interconnection Trunking Requirements)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 This Appendix provides descriptions of the trunking requirements between CLEC and AMERITECH-OHIO. All references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA “meet point”, mass calling, E911, Operator Services and Directory Assistance traffic.
- 1.4 Local trunk groups may only be used to transport traffic between the parties End Users.
- 1.5 Transit traffic is originated by or terminated to the CLEC End User from or to other networks and not to AMERITECH-OHIO End Users.

2. DEFINITIONS

- 2.1 Intentionally Omitted.
- 2.2 AMERITECH-OHIO - As used herein, AMERITECH-OHIO means the applicable above listed ILEC(s) doing business in Ohio.
- 2.2 “Network Interconnection Methods” (NIM) designates facilities established between the Parties Networks.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between a CLEC Tandem or End Office switch and an AMERITECH-OHIO Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred

whenever possible. CLEC will have administrative control of one-way trunk groups from CLEC to AMERITECH-OHIO (CLEC originating).

- 3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a CLEC switch and an AMERITECH-OHIO Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained, which shall include sharing of costs. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. AMERITECH-OHIO will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.
- 3.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.
- 3.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The parties agree to the electronic exchange of data.
- 3.5 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The parties agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. AMERITECH-OHIO agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 4.1 AMERITECH-OHIO deploys in its network , Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition AMERITECH-OHIO deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.
- 4.2 When Tandem trunks are deployed, CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective AMERITECH-OHIO Tandems on the trunk groups defined below. AMERITECH-OHIO shall route appropriate traffic to CLEC switches on the trunk groups defined below.
- 4.2.1 Upon becoming aware that transit traffic through the AMERITECH-OHIO Tandem between CLEC and another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, CLEC shall use best efforts to enter into an arrangement within 60 days (or as soon thereafter as possible) with such Local Exchange Carrier, CLEC or wireless carrier to establish a direct End Office trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier. CLEC shall route Transit Traffic via AMERITECH-OHIO's Tandem switches, and not at or through any AMERITECH-OHIO End Offices. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0.
- 4.3 While the Parties agree that it is the responsibility of the CLEC to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, AMERITECH-OHIO acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to CLEC and (ii) the date transit traffic volumes exchanged by the CLEC and third-party carrier exceed the volumes specified in Section 4.2.1, AMERITECH-OHIO will provide CLEC with transit service. CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.
- 4.4 Direct End Office trunks terminate traffic from a CLEC switch to an AMERITECH-OHIO End Office and are not switched at a Tandem location. The Parties shall establish a two-way direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem. However, certain technical and billing issues may necessitate the use of

one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.

- 4.5 All traffic received by AMERITECH-OHIO on the direct End Office trunk group from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by CLEC on the direct End Office trunk group from AMERITECH-OHIO must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the AMERITECH-OHIO End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.

- 4.5.1 AMERITECH-OHIO traffic to CLEC over end office trunks shall be local traffic and intraLATA toll traffic. To the extent AMERITECH-OHIO passes interexchange (IXC) traffic over these trunks, AMERITECH-OHIO will capture and pass to CLEC the records required by Section 3.3 of Appendix Recording. To the extent AMERITECH-OHIO passes intraLATA toll traffic over these trunks, AMERITECH-OHIO will continue to pass intraLATA toll information to CLEC in the same manner AMERITECH-OHIO passes intraLATA toll traffic information to CLEC as of the Effective Date of this Agreement.

4.6 Trunk Configuration

4.6.1 Trunk Configuration –

- 4.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

5. TRUNK GROUPS

5.1 The following trunk groups shall be used to exchange various types of traffic between CLEC and **AMERITECH-OHIO**.

5.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA:

5.3.1 Tandem Trunking - Single Tandem LATAs

5.3.1.1 Where **AMERITECH-OHIO** has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the Tandem. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.2 Tandem Trunking – Multiple Tandem LATAs

5.3.2.1 Where **AMERITECH-OHIO** has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every **AMERITECH-OHIO** Tandem for calls destined to or from all End Offices that subtend each Tandem. These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish direct End Office primary high usage LI trunk groups for the exchange of IntraLATA Toll and Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.4 and 4.5.

5.4 InterLATA (Meet Point) Trunk Group: **AMERITECH-OHIO**

5.4.1 InterLATA traffic shall be transported between CLEC switch and the **AMERITECH-OHIO** Access or combined local/Access Tandem over a “meet point” trunk group separate from local and IntraLATA toll traffic. The InterLATA trunk group will be established for the transmission and routing of exchange access traffic between CLEC’s End Users and inter exchange carriers via a **AMERITECH-OHIO** Access Tandem.

5.4.2 InterLATA trunk groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency (“MF”) signaling will be used on a separate “Meet Point” trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.

- 5.4.3 When AMERITECH-OHIO has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish an InterLATA trunk group to each AMERITECH-OHIO Access Tandem where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall establish an InterLATA trunk group with one Access Tandem in each state.
- 5.4.4 CLEC will home its NPA-NXXs to the Access Tandem that serves the geographic area for the V&H coordinate assigned to the NXX.
- 5.4.5 Intentionally Omitted.
- 5.4.6 For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.
- 5.4.7 AMERITECH-OHIO will not block switched access customer traffic delivered to any AMERITECH-OHIO Tandem for completion on CLEC's network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any AMERITECH-OHIO Access Tandem that CLEC switch subtends in each LATA. In no event will AMERITECH-OHIO be required to route such traffic through more than one Tandem for connection to/from switched access customers. AMERITECH-OHIO shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer. AMERITECH-OHIO also agrees to furnish CLEC, upon request, a list of those IXCs which also Interconnect with AMERITECH-OHIO's Access Tandem(s).
- 5.4.8 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, AMERITECH-OHIO will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The

Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 **800/(8YY) Traffic: AMERITECH-OHIO**

- 5.5.1 If CLEC chooses **AMERITECH-OHIO** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the InterLATA meet point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **AMERITECH-OHIO** Tandem switch.
- 5.5.2 All originating Toll Free Service (800/8YY) calls for which CLEC requests that **AMERITECH-OHIO** perform the Service Switching Point (“SSP”) function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 5.5.3 CLEC may handle its own 800/8YY database queries from its switch. If so, CLEC will determine the nature (local/intra-LATA/inter-LATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to **AMERITECH-OHIO** over the local or intra-LATA trunk group. In such case, the CLEC is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, CLEC will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to **AMERITECH-OHIO’s** Access Tandem. Calls will be routed to **AMERITECH-OHIO** over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.
- 5.5.4 All post-query Toll Free Service (800/8YY) calls for which CLEC performs the SSP function, if delivered to **AMERITECH-OHIO**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

5.6 **E911 Trunk Group**

- 5.6.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which CLEC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 5.6.2 CLEC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the **AMERITECH-OHIO** 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.
- 5.6.3 CLEC will cooperate with **AMERITECH-OHIO** to promptly test all 9-1-1 trunks and facilities between CLEC network and the **AMERITECH-OHIO** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. CLEC will not turn-up live traffic until successful testing is completed by both Parties.

5.7 **High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group:**

- 5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling (except **AMERITECH-OHIO** – which uses SS7). As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

- 5.7.2 This group shall be sized as follows:

<i>Number of Access Lines Served</i>	<i>Number of Mass Calling Trunks</i>
<i>0 – 10,000</i>	<i>2</i>
<i>10,001 – 20,000</i>	<i>3</i>
<i>20,001 – 30,000</i>	<i>4</i>
<i>30,001 – 40,000</i>	<i>5</i>

40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify **AMERITECH-OHIO** of the need to establish a one-way outgoing SS7 or MF trunk group from the **AMERITECH-OHIO** HVCI/Mass Calling Serving Office to the CLEC customer's serving office and **AMERITECH-OHIO** shall establish this trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, the CLEC may request a meeting to coordinate with **AMERITECH-OHIO** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify **AMERITECH-OHIO** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **AMERITECH-OHIO** will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the **AMERITECH-OHIO** Public Response HVCI/Mass Calling Network Access Tandem to the CLEC's choke serving office.

5.7.5 Where **AMERITECH-OHIO** and CLEC both provide HVCI/Mass Calling trunking, both parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 If **AMERITECH-OHIO** agrees through a separate appendix or contract to provide Inward Assistance Operator Services for CLEC, CLEC will initiate an ASR for a one-way trunk group from its designated operator services switch to the **AMERITECH-OHIO** OPERATOR SERVICES Tandem utilizing MF signaling. Reciprocally, **AMERITECH-OHIO** will initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to the CLECs designated operator services switch.

5.8.2 If **AMERITECH-OHIO** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

5.8.2.1 Directory Assistance (DA):

5.8.2.1.1 CLEC may contract for DA services only. A trunk group for these services will be required to the appropriate **AMERITECH-OHIO** OPERATOR SERVICES Tandem in the LATA for the NPA the CLEC wishes to serve. The same trunk group may be used for Operator Services and DA. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC):

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a one-way trunk group to each **AMERITECH-OHIO** OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. The same trunk group may be used for Operator Services and DACC. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI):

5.8.2.3.1 When **AMERITECH-OHIO's** operator is under contract to verify the busy status of the CLEC End Users, **AMERITECH-OHIO** will utilize a segregated one-way with MF signaling trunk group from **AMERITECH-OHIO's** Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-):

5.8.2.4.1 This service requires a one-way trunk group from CLEC switch to **AMERITECH-OHIO's** OPERATOR SERVICES Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and

modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling:

5.8.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS QUESTIONNAIRE

5.8.2.6.1 If CLEC chooses **AMERITECH-OHIO** to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. **FORECASTING RESPONSIBILITIES: AMERITECH-OHIO**

6.1 If it has not already done so under a prior interconnection agreement, CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities. **AMERITECH-OHIO** shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. CLEC shall provide subsequent forecasts on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the **AMERITECH-OHIO** General Trunk Forecast. CLEC forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three year. Forecasts shall be non-binding on both **AMERITECH-OHIO** and CLEC. **AMERITECH-OHIO** shall take CLEC's forecasts into consideration in its network planning, and shall exercise its best efforts to provide the quantity of interconnection trunks and facilities forecasted by the CLEC. However, the development and submission of forecasts shall not replace the ordering process in place for interconnection trunks and facilities, and the provision of the forecasted quantity of interconnection trunks and facilities is subject to capacity existing as the time the order is submitted. Furthermore, the development and receipt of forecasts does not imply any liability for failure to

perform if capacity is not available for use at the forecasted time. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

6.3 CLEC shall be responsible for forecasting two-way trunk groups. **AMERITECH-OHIO** shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to **AMERITECH-OHIO**, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

6.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

- 6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: AMERITECH-OHIO

- 7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: AMERITECH-OHIO

- 8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Where one-way trunks are used (as discussed in section 3.3), **AMERITECH-OHIO** and will issue ASRs for trunk groups for traffic that originates in **AMERITECH-OHIO** and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.
- 8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based

on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. The forms can be obtained from www.atis.org/atis/clc/obf/download.htm.

8.3 In A Blocking Situation:

8.3.1 In a blocking final situation, a TGSR will be issued by **AMERITECH-OHIO** when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. The CLEC will note "Service Affecting" on the ASR.

8.4 Underutilization:

8.4.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.4.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

8.4.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR. (10 business days for **AMERITECH-OHIO**).

8.4.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

- 8.4.1.4 If AMERITECH-OHIO does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AMERITECH-OHIO will attempt to contact the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AMERITECH-OHIO will issue an ASR to resize the Interconnection trunks and facilities.
- 8.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:
 - 8.5.1 Within ten (10) business days after receipt of the TGSR, upon review of and in response to the TGSR received.
 - 8.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for AMERITECH-OHIO's Switched Access service.
- 8.6 Projects require the coordination and execution of multiple orders or related activities between and among AMERITECH-OHIO and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
 - 8.6.1 Orders greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.
- 8.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). AMERITECH-OHIO will be responsible for engineering its network on its side of the POI.
- 8.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be no longer than 21 days from receipt of a clean and accurate ASR by either party provided that due dates for installation of more than 96 trunks shall be on an individual case basis. If either CLEC or AMERITECH-OHIO is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the parties will reschedule the date no more than 7 days from the original date. A final extension date will be no more than 30 days beyond the original date or either party will cancel the order.

- 8.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.
- 8.10 Intentionally Omitted.
- 8.11 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 6.0 using Design Blocking Objectives stated in section 7.1.

9. TRUNK DATA EXCHANGE:

- 9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.
- 9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

10. NETWORK MANAGEMENT:

10.1 Restrictive Controls

- 10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and **AMERITECH-OHIO** will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 CLEC and **AMERITECH-OHIO** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX MESSAGE EXCHANGE

**MESSAGE EXCHANGE AND SETTLEMENT OF RATED MESSAGE DETAIL
AND/OR THE SETTLEMENT OF MESSAGE REVENUE FOR RESALE AND
UNBUNDLED SERVICE**

1. RESERVATION

- 1.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-OHIO**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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**APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 AMERITECH-OHIO - As used herein, AMERITECH-OHIO means the above listed ILECs doing business in Ohio.
- 1.4 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA.
 - 1.4.1 Trunking requirements associated with Interconnection (including local exchange and LATA trunking requirements) are contained in Appendix ITR.
 - 1.4.2 Interconnection associated with Unbundled Network Elements (UNEs) is contained in Appendix UNE.
- 1.5 AMERITECH-OHIO shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which AMERITECH-OHIO provides itself, a subsidiary, an affiliate, or any other party to which AMERITECH-OHIO provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

- 1.6 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties.

2. PHYSICAL ARCHITECTURE

- 2.1 AMERITECH-OHIO'S network is partly comprised of End Office switches, Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. AMERITECH-OHIO'S network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. The physical architecture plan will be completed within 60 days from CLEC's written request for interconnection in a new LATA contingent upon the parties mutual agreement on the architecture. Due to state regulatory calling scope requirements, AMERITECH-OHIO requires Interconnection at all Tandems in a LATA. CLEC and AMERITECH-OHIO agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and AMERITECH-OHIO End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of CLEC's switch (es) and AMERITECH-OHIO'S End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks, the timelines for completion of all major tasks, and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

- 2.1.1 The planning session for the physical architecture design shall be scheduled within 21 Calendar days following the request by either Party but shall be held on the scheduled date only if the Trunk Forecast, Network Information Sheets and Verification Work Sheets are rendered complete (to the extent CLEC is not relying on information from Ameritech to complete) to AMERITECH-OHIO by CLEC at least ten (10) days prior to that date.

- 2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In many cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each Tandem within and exchange area and/or LATA. Both parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.

- 2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.
- 2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). At least one POI must be established within the geographic area where AMERITECH-OHIO operates as an incumbent LEC and CLEC has a switch and End Users in that area.
- 2.5 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan.
- 2.6 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from the CLEC switch to each AMERITECH-OHIO Access Tandem where CLEC originates or terminates local and/or toll traffic with AMERITECH-OHIO.
- 2.7 CLEC is solely responsible for the facilities that carry OS/DA, 911 or mass calling. To the extent that the parties agree to provide joint SONET or fiber meet, the CLEC may use the joint SONET facility to carry OS/DA, 911 or mass calling on its side of the POI.
- 2.8 If CLEC has established Collocation in a AMERITECH-OHIO End Office, direct End Office trunks to that End Office shall be over the financial responsibility of the CLEC. If CLEC has not established Collocation in a AMERITECH-OHIO End Office, AMERITECH-OHIO shall provision the facilities for the direct End Office trunks from the POI to the AMERITECH-OHIO End Office.
- 2.9 Technical Interfaces

- 2.9.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative Mark Inversion (AMI) line code with Superframe format framing or B8ZS with Extended Superframe format framing.
- 2.9.2 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, AMERITECH-OHIO will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

- 3.1.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a AMERITECH-OHIO Tandem or End Office and wishes to place their own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation or applicable state tariff.

3.2 Virtual Collocation Interconnection

- 3.2.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a AMERITECH-OHIO Tandem or End Office and wishes for AMERITECH-OHIO to place transport terminating equipment at that location on the CLEC's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation or applicable tariff. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

- 3.3.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 6 of this Appendix.

3.4 Fiber Meet Interconnection

- 3.4.1 Fiber Meet Interconnection between AMERITECH-OHIO and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a AMERITECH-OHIO Tandem or End Office within each LATA.
- 3.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a single point-to-point linear chain SONET system. Only Interconnection

trunks or trunks used to provide ancillary services as described in Section 5 of Appendix ITR shall be provisioned over this facility.

- 3.4.3 Neither Party will be allowed to access the Data Communications Channel (“DCC”) of the other Party’s Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.
- 3.4.4 There are four basic Fiber Meet design options. In the event that the Fiber Meet designs implemented between CLEC and AMERITECH-OHIO under predecessor interconnection agreement are substantially of the Design Four type, and the existing facilities are available, the parties agree to use Design Four for any new Fiber Meet facilities provisioned under this Agreement. In the event that the requirements stated in the preceding sentence cannot be fulfilled or if CLEC desires use of a different design at a particular Fiber Meet, the options selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.
- 3.4.4.1 Design One: CLEC’s fiber cable (four fibers) and AMERITECH-OHIO’S fiber cable (four fibers) are connected at an economically and technically feasible point between the CLEC and AMERITECH-OHIO locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.
- 3.4.4.2 Design Two: CLEC will provide fiber cable to the last entrance (or AMERITECH-OHIO designated) manhole at the AMERITECH-OHIO Tandem or End Office switch. AMERITECH-OHIO shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic

facilities into that manhole. CLEC will provide a sufficient length of Optical Fire Resistant (OFR) cable for AMERITECH-OHIO to pull the fiber cable through the AMERITECH-OHIO cable vault and terminate on the AMERITECH-OHIO fiber distribution frame (FDF) in AMERITECH-OHIO'S office. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. AMERITECH-OHIO shall take the fiber from the manhole and terminate it inside AMERITECH-OHIO'S office on the FDF at AMERITECH-OHIO'S expense. In this case the POI shall be at the AMERITECH-OHIO designated manhole location.

3.4.4.3 Design Three: AMERITECH-OHIO will provide fiber cable to the last entrance (or CLEC designated) manhole at the CLEC location. CLEC shall make all necessary preparations to receive and to allow and enable AMERITECH-OHIO to deliver fiber optic facilities into that manhole. AMERITECH-OHIO will provide a sufficient length of Optical Fire Resistant (OFR) cable for CLEC to run the fiber cable from the manhole and terminate on the CLEC fiber distribution frame (FDF) in CLEC's location. AMERITECH-OHIO shall deliver and maintain such strands wholly at its own expense up to the POI. CLEC shall take the fiber from the manhole and terminate it inside CLEC's office on the FDF at CLEC's expense. In this case the POI shall be at the CLEC designated manhole location.

3.4.4.4 Design Four: Both CLEC and AMERITECH-OHIO each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. AMERITECH-OHIO will provide the fibers associated with the "working" side of the system. CLEC will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the AMERITECH-OHIO location.

3.4.5 CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from AMERITECH-OHIO. This location is CLEC's responsibility to provision and maintain.

- 3.4.6 The AMERITECH-OHIO location includes all AMERITECH-OHIO FOT, multiplexing and fiber required to terminate the optical signal provided from CLEC. This location is AMERITECH-OHIO'S responsibility to provision and maintain.
- 3.4.7 AMERITECH-OHIO and CLEC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.
- 3.4.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.
- 3.4.9 CLEC and AMERITECH-OHIO will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and AMERITECH-OHIO.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 If CLEC determines to offer local Interconnection within an AMERITECH-OHIO area, CLEC shall provide written notice to AMERITECH-OHIO of the need to establish Interconnection in each LATA. Such request shall include (i) CLEC's Switch address, type of Switch and CLLI code; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.
- 4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

- 4.3 If CLEC deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional AMERITECH-OHIO Central Offices, CLEC shall provide written notice to AMERITECH-OHIO, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If AMERITECH-OHIO deploys additional Tandems and/or End Office switches in a local exchange/LATA after the effective date or otherwise wishes to establish Interconnection with additional CLEC Central Offices in such local exchange/LATA, AMERITECH-OHIO shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.
- 4.4 CLEC and AMERITECH-OHIO shall work cooperatively to install and maintain a reliable network. CLEC and AMERITECH-OHIO shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 4.5 CLEC and AMERITECH-OHIO will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.
- 4.6 CLEC and AMERITECH-OHIO shall:
- 4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 4.6.2 Notify each other when there is any change affecting the service requested, including the due date.
 - 4.6.3 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

5. JOINT FACILITY GROWTH PLANNING

- 5.1 The initial fiber optic system deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.
- 5.2 Criteria:

5.2.1 Investment is to be minimized.

5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR and are to be deployed in accordance with the Processes described below.

5.3 Processes:

5.3.1 In addition to the semi-annual forecast process, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated upon mutual agreement.

5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

5.3.3 If based on the forecasted equivalent DS-1 growth where the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

5.3.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, the next larger system may be deployed. If the forecast does not justify a move to the next larger system, another appropriately sized system could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.

5.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

5.3.6 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

6. LEASING OF FACILITIES

6.1 The purpose of this section is to cover leasing of facilities for purposes of Interconnection. **AMERITECH-OHIO** offers leased facilities from the applicable Access Tariff.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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**APPENDIX NP
(NUMBER PORTABILITY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **AMERITECH-OHIO** means an ILEC doing business in Ohio.
- 1.4 The prices at which **AMERITECH-OHIO** agrees to provide CLEC with Numbering Portability are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. Intentionally omitted.

3. PERMANENT NUMBER PORTABILITY (PNP)

3.1 General Terms and Conditions

- 3.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

- 3.1.2 Intentionally Omitted.

3.2 Service Provided

- 3.2.1 **AMERITECH-OHIO** provides CLECs the use of the **AMERITECH-OHIO** PNP database via the Service Provider Number Portability (SPNP) Database Query. The CLEC's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **AMERITECH-OHIO** PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.2 **AMERITECH-OHIO** will provide CLEC the use of the **AMERITECH-OHIO** PNP database, PNP software, and SS7 network via the SPNP Query.

3.2.3 The Parties shall:

3.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

3.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

3.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

3.3 Obligations of **AMERITECH-OHIO**

3.3.1 **AMERITECH-OHIO** has deployed LRN in all of their switches.

3.3.2 Intentionally Omitted.

3.3.4 **AMERITECH-OHIO** may cancel any line-based calling cards associated with telephone numbers ported from their switch.

3.4 Obligations of CLEC

3.4.1 When purchasing the SPNP Database Query, CLEC will access **AMERITECH-OHIO's** facilities via either SBC or another provider's SS7 link: **AMERITECH-OHIO** - Section 8 of FCC No. 2 Access Service Tariff/ to the **AMERITECH-OHIO** STP. To the extent that CLEC does not select **AMERITECH-OHIO** as its primary SPNP Database provider, CLEC may use other SS7 and SPNP Database Query Service Providers.

3.4.2 Intentionally Omitted.

3.4.3 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

3.4.4 Intentionally Omitted.

3.4.5 When CLEC requests that an NXX in an LRN capable **AMERITECH-OHIO** switch become portable, CLEC shall follow the industry standard LERG procedure.

- 3.4.6 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 3.4.7 CLEC shall adhere to **AMERITECH-OHIO's** Local Service Request (LSR) format and PNP due date intervals.
- 3.4.8 CLEC shall adhere to reserved number standards as set by the FCC.

3.5 Obligations of Both Parties

- 3.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native after appropriate time has elapsed for intercept notification.
- 3.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 3.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
- 3.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
- 3.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.
- 3.5.8 **AMERITECH-OHIO** will provide 10-digit trigger on all LNP orders. 10-digit trigger will not be provided on orders where numbers are ported out of a DMS10 switch.

3.6 Limitations of Service

- 3.6.1 Telephone numbers can be ported only within - AMERITECH-OHIO rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions. If geographic number portability shall be available during the term of this Agreement, and is ordered by the FCC or the Commission, or if Ameritech offers geographic number portability to its own customers, the parties will promptly negotiate any necessary revisions to this appendix to accommodate geographic number portability. In the event the parties are unable to negotiate such changes within 30 days, either party may invoke the dispute resolution procedures under this Agreement.
- 3.6.2 Telephone numbers in the following AMERITECH-OHIO NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) AMERITECH-OHIO Official Communications Services (OCS) NXXs.
- 3.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

3.7 Service Descriptions

- 3.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 3.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 3.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 3.7.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 3.7.6 If a Party chooses not to fulfill its N-1 carrier responsibility, the other Party will perform queries on calls to telephone numbers with portable

NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. CLEC will perform N-1 responsibilities on the same terms as Ameritech provides for in its applicable tariff.

3.7.7 A Party shall be responsible for payment of charges to the other Party for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX. Charges by each party will be at the rate set forth in Ameritech's applicable tariff.

3.7.8 Both parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.8 Pricing

3.8.1 The price of PNP queries shall be the same as those in **AMERITECH-OHIO** - Section 6 of the FCC No. 2 Access Services Tariff.

3.8.2 CLEC agrees not to charge **AMERITECH-OHIO**, nor any SBC Affiliate, SBC Subsidiary, or **AMERITECH-OHIO** End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the CLEC to recover the costs associated with LNP.

4. **INP TO PNP TRANSITION**

4.1 **AMERITECH-OHIO** has deployed LRN in all of their switches.

5. **MASS CALLING CODES**

5.1 General Terms and Conditions

5.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by **AMERITECH-OHIO** in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

5.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, **AMERITECH-OHIO** will provide mass calling code portability using a non-LRN solution.

5.2 Service Provided

- 5.2.1 AMERITECH-OHIO will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the AMERITECH-OHIO mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the AMERITECH-OHIO mass calling tandem and/or AMERITECH-OHIO mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the AMERITECH-OHIO choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.
- 5.2.2 When a CLEC requests that a AMERITECH-OHIO number with a mass calling NXX code be ported to its network, AMERITECH-OHIO will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

5.3 Obligations of AMERITECH-OHIO

- 5.3.1 AMERITECH-OHIO will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the AMERITECH-OHIO CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.
- 5.3.2 AMERITECH-OHIO will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, AMERITECH-OHIO shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

5.4 Obligations of CLEC

- 5.4.1 CLEC shall agree to adhere to AMERITECH-OHIO LSR format and mass calling due date intervals as set out in the Ameritech Trunking Interval Guide.

5.4.2 The CLEC shall provide the facility and DID trunk group from the **AMERITECH-OHIO** CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.

5.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 CLEC Mass Calling Codes

5.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a **AMERITECH-OHIO** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **AMERITECH-OHIO**'s tandem and/or **AMERITECH-OHIO** mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide **AMERITECH-OHIO** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

5.5.2 MF and SS7 trunk groups shall not be combined within a DS1 facility. A separate DS1 facility per signaling type must be used. Where **AMERITECH-OHIO** and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 Limitations of Service

5.6.1 CLEC shall adhere to reserved number standards set by the FCC. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native after appropriate time has elapsed for intercept.

6. **Intentionally omitted.**

7. **PROVISION OF PNP BY CLEC TO **AMERITECH-OHIO****

7.1 CLEC shall provide PNP to **AMERITECH-OHIO** under no less favorable terms and conditions as when **AMERITECH-OHIO** provides such services to CLEC.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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APPENDIX NUMBERING**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions under which the Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin will coordinate with respect to NXX assignments.
- 1.2 As used herein, AMERITECH-OHIO means the above listed ILEC doing business in Ohio.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each AMERITECH-OHIO rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will not apply where number pooling is in effect. In areas where thousand block number pooling is in place, the CLEC shall obtain a separate thousand block for each. This will enable CLEC and AMERITECH-OHIO to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate

center/rate district boundaries of the incumbent LEC due to rating and routing concerns.

- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party at all times.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
 - 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER". In a Thousand block number pooling environment, where a provider has a large block of numbers and wants to migrate to another provider, LNP will be the migration method.

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

3.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX OSS-RESALE & UNE

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APPENDIX OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) “functions” to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 Southwestern Bell Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **AMERITECH-OHIO** - As used herein, means **AMERITECH-OHIO** the applicable above listed ILEC(s) doing business in Ohio.
- 1.4 **AMERITECH-OHIO** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

- 2.1 “LSC” means Information Industry Service Center (IISC) for **AMERITECH-OHIO**.
- 2.2 “LOC” means the Customer Response Unit (CRU) for **AMERITECH-OHIO**.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and **AMERITECH-OHIO** shall not be required to accept and process orders manually) except when the electronic order processing is unavailable, or where a given order cannot be processed electronically.

3.2 Proper Use of OSS interfaces:

3.2.1 For AMERITECH-OHIO, CLEC agrees to utilize AMERITECH-OHIO electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through AMERITECH-OHIO. In addition, CLEC agrees that such use will comply with the summary of AMERITECH-OHIO's Competitive Local Exchange Carrier Security Policies and Guidelines identified in section 9 of this Appendix. Failure to comply with terms of access to OSS and such security guidelines may result in forfeiture of electronic access to the affected OSS function; provided, however, that AMERITECH-OHIO shall advise CLEC in writing two weeks in advance before taking any action to restrict CLEC's access to the affected OSS function so that CLEC may seek a Commission order prohibiting such restriction. Provided CLEC has not committed a CPNI violation or another violation that affects other carriers, if CLEC commences an action at the Commission for such an order within two weeks of the notice, AMERITECH-OHIO will not terminate CLEC's access to the OSS function for an additional 30 days, or until an order of the Commission is issued permitting such termination, whichever occurs first. In addition, CLEC shall be responsible for and indemnifies AMERITECH-OHIO against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AMERITECH-OHIO's OSS from CLEC systems, workstations or terminals or by CLEC employees or agents or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AMERITECH-OHIO for any and all damages caused by such unauthorized entry.

3.2.2 Intentionally Omitted.

3.3 Within AMERITECH-OHIO regions, CLEC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of the applicable ILEC's or requesting CLEC's End User account where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider. The authorization for release of CPNI must substantially reflect the following:

3.3.1 Intentionally Omitted.

3.3.2 Intentionally Omitted.

3.3.3 The CLEC may choose to use *this* CPNI language (in Section 3.3.3) in lieu of using the CPNI language in sections 3.3.1 or 3.3.2 above (depending on region). CLEC must have documented authorization for

change in local exchange service and release of CPNI that adheres to all requirements of state and federal law, as applicable.

3.3.3.1 Intentionally Omitted.

3.3.4 Throughout **AMERITECH-OHIO** region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds **AMERITECH-OHIO** harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

- 3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering as it relates to the application of Resale rates and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. In addition, CLEC agrees to perform accurate and correct ordering as it relates to **AMERITECH-OHIO**'s UNE rates and charges, dependent upon region of operation, pursuant to the terms of this Agreement. CLEC is also responsible for all actions of its employees using any of **AMERITECH-OHIO**'s OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **AMERITECH-OHIO** in attempting to provision orders, even if such orders are later discovered to be inaccurate due to inaccurate ordering or usage of the OSS by CLEC, if such costs are not already recovered through other charges assessed by **AMERITECH-OHIO** to CLEC. If inaccurate orders are discovered prior to Ameritech taking actions to provision the orders, no additional charges will apply. In addition, **AMERITECH-OHIO** retains the right to audit all activities by CLEC using any **AMERITECH-OHIO** OSS. All such information obtained through an audit shall be deemed proprietary and shall be covered by the Parties Non-Disclosure Agreement signed prior to or in conjunction with the execution of this Agreement.
- 3.5 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **AMERITECH-OHIO** and CLEC will use manual processes. Should SBC develop electronic interfaces for these functions for itself, SBC will make electronic access available to CLEC within the specific operating region.
- 3.6 The Resource Center for the **AMERITECH-OHIO** region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.
- 3.7 **AMERITECH-OHIO** and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

- 3.8 The Parties will follow the final adopted guidelines of Change Management, as may be modified from time to time in accordance with the Change Management principles.
- 3.9 AMERITECH-OHIO will and CLEC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AMERITECH-OHIO may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and AMERITECH-OHIO 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. In addition, AMERITECH-OHIO has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."
- 3.10 Due to enhancements and on-going development of access to AMERITECH-OHIO'S OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. AMERITECH-OHIO shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.11 CLEC is responsible for obtaining operating system software and hardware to access AMERITECH-OHIO OSS functions as specified in: "Ameritech Electronic Service Order Guide (AESOG)", or any other documents or interface requirements subsequently generated by AMERITECH-OHIO, provided that material changes shall follow the Change Management Process before being incorporated into the AESOG.

4. PRE-ORDERING

- 4.1 AMERITECH-OHIO will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with AMERITECH-OHIO region-specific ordering requirements.

4.2 Pre-ordering functions for Resale Services include:

- 4.2.1 Intentionally Omitted.
- 4.2.2 Access to **AMERITECH-OHIO** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for **AMERITECH-OHIO** only, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.
- 4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;
- 4.2.4 Service availability dates to the End User (where available);
- 4.2.5 Information regarding whether dispatch is required;
- 4.2.6 For **AMERITECH-OHIO**, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and
- 4.2.7 Service address verification.

4.3 Pre-ordering functions for UNEs include:

- 4.3.1 Features available at an End Office for a valid service address (as applicable);
- 4.3.2 Access to **AMERITECH-OHIO** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for **AMERITECH-OHIO** only, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in Section 3.2 of this Appendix.
- 4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;

4.3.4 For AMERITECH-OHIO, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;

4.3.5 Service address verification; and

4.3.6 For AMERITECH-OHIO, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.

4.4 **Electronic Access to Pre-Order Functions:**

4.4.1 AMERITECH-OHIO Resale and UNE Services Pre-Order System Availability: AMERITECH-OHIO will provide CLEC access to the following system:

4.4.5.1 TCNet and EDI are available for the pre-ordering functions listed in section 4.2

4.5 **Other Pre-order Function Availability:**

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Upon request, but not more frequently than once a month, AMERITECH-OHIO, the following database information may be electronically provided: Street Address Guide (SAG) Guide, Service and Feature Availability by NXX, and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. The Parties recognize such information must be used to construct order requests only in exception handling situations.

5. **ORDERING/PROVISIONING**

5.1 AMERITECH-OHIO provides access to ordering functions (as measured from the time AMERITECH-OHIO receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes AMERITECH-OHIO to provision in accordance with applicable AMERITECH-OHIO ordering requirements. AMERITECH-OHIO will provide CLEC access to one or more of the following systems or interfaces:

5.2 **Resale Service Order Request System Availability:**

5.3 **Resale and UNE Service Order Request Ordering System Availability:**

5.3.1 AMERITECH-OHIO makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of AMERITECH-OHIO ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and AMERITECH-OHIO will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AMERITECH-OHIO'S Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, CLEC and AMERITECH-OHIO will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AMERITECH-OHIO'S UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC will utilize industry ASR guidelines developed by OBF based upon SBC ordering requirements. In AMERITECH-OHIO, EXACT supports the ordering of Unbundled Dedicated Transport and local interconnection trunks.

5.6 **Provisioning for Resale Services and UNEs in AMERITECH-OHIO: SBC-SMERITECH** will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.6.1 For EDI ordering, AMERITECH-OHIO provides CLEC, and CLEC shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. AMERITECH-OHIO will provide CLEC with a FOC for each Resale service and UNE request.

6. MAINTENANCE/REPAIR

6.1 Two real time electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 Intentionally Omitted.

- 6.1.2 Intentionally Omitted.
- 6.1.3 Electronic Bonding for Trouble Administration (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.
- 6.14 Intentionally Omitted.
- 6.1.5 Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and **AMERITECH-OHIO**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and **AMERITECH-OHIO** will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 Intentionally Omitted.
- 7.1.2 For Resale Services, CLEC may elect to receive its bill on CD.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
 - 7.2.1 Intentionally Omitted.
 - 7.2.2 Intentionally Omitted.
 - 7.2.3 Intentionally Omitted.
 - 7.2.4 CLEC may receive electronically a Usage Extract Feed. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.
 - 7.2.5 CLEC may receive Local Disconnect Report records electronically, that indicate when CLEC's End Users change their Competitive Local Exchange Carrier. In **AMERITECH-OHIO** this information is provided via the EDI 836 transaction set.

7.2.6 Intentionally Omitted.

7.2.7 CLEC may receive a mechanized bill via the **AMERITECH-OHIO** Electronic Billing System (AEBS) transaction set.

7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

7.3.1 **AMERITECH-OHIO** also makes available to CLECs a local bill via the **AMERITECH-OHIO** Electronic Billing System (AEBS) transaction set.

7.3.2 Intentionally Omitted.

7.3.3 CLECs will receive a Usage Extract Feed, electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.

7.3.4 CLEC may receive Local Disconnect Report records electronically that indicate when CLEC's End Users, change their Competitive Local Exchange Carrier. In **AMERITECH-OHIO** this information is provided via the EDI 836 transaction set.

8. REMOTE ACCESS FACILITY

8.1 Intentionally Omitted.

8.2 Intentionally Omitted.

8.3 Intentionally Omitted.

8.4 Intentionally Omitted.

8.5 Intentionally Omitted.

8.6 CLEC may use four types of access: DSO(56KB), DS1 (1.5MB), dedicated and Frame Relay (DS0 and DS1). CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). CLEC must use a legal IP address for its end of the connection.

8.7 Intentionally Omitted.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 CLEC agrees that interconnection of CLEC data facilities with **AMERITECH-OHIO** data facilities for access to OSS will be in compliance with

AMERITECH-OHIO'S Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 8 govern direct and dial up connections between CLEC and the PRAF and LRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or **AMERITECH-OHIO** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 Additional Responsibilities of Both Parties

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on **AMERITECH-OHIO'S** premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or **AMERITECH-OHIO**, as appropriate to the ownership of a failed component. As necessary, CLEC and **AMERITECH-OHIO** will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 16.5 - 16.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or **AMERITECH-OHIO**, respectively, as the providers of the computer, network or information in question.

9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

9.5.1 Each Party's resources are for approved business purposes only.

9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 **User Identification**

- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.
- 9.6.3 User ids will be revalidated on a monthly basis.

9.7 **User Authentication**

- 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 9.7.2 Passwords must not be stored in script files.
- 9.7.3 Passwords must be entered by the user in real time.
- 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

- 9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

- 9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 Software And Data Integrity

- 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
- 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring And Audit

- 9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several

approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (**AMERITECH-OHIO** or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10.2 Prior to live system usage, CLEC must complete user education classes for **AMERITECH-OHIO**-provided interfaces that affect the **AMERITECH-OHIO** network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

10.3 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by **AMERITECH-OHIO** and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service

Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

- 10.4 Class dates will be based upon **AMERITECH-OHIO** availability and will be coordinated among CLEC, the CLEC's **AMERITECH-OHIO** Account Manager, and **AMERITECH-OHIO** Industry Markets CLEC Training Product Management.
- 10.5 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to **AMERITECH-OHIO** completed registration forms for each student no later than one week prior to the scheduled training class.
- 10.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **AMERITECH-OHIO** system are strictly prohibited.
- 10.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of **AMERITECH-OHIO'S** OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations relating to proprietary and confidential information as set out in the General Terms and Conditions.

11. MISCELLANEOUS CHARGES

- 11.1 Intentionally Omitted.
- 11.4 For **AMERITECH-OHIO**, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by **AMERITECH-OHIO** on an Individual Case Basis (ICB) and priced as such.
- 11.5 Intentionally Omitted.

12. EFFECTIVE DATE, TERM

- 12.1 Whereas CLEC is currently operational under an existing, approved Interconnection Agreement, this Appendix OSS will be effective, pending Commission approval, ten (10) days after it is filed with the state Commission; or,

alternatively, this Appendix will be effective upon approval by the state Commission when it is approved as a part of the Interconnection Agreement, whichever is earlier.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 13.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

**APPENDIX
RECIPROCAL COMPENSATION
(AFTER FCC ORDER NO. 01-131)**

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APPENDIX RECIPROCAL COMPENSATION

1. APPENDIX SCOPE OF TERM

- 1.1 This Appendix sets forth the terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.
- 1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.
- 1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.
- 1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.
- 1.5 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.
- 1.6 The Parties agree that this Appendix governs the exchange, routing and rating of all intercarrier ISP and Internet-bound traffic between ILEC and CLEC in this state. The terms "ISPs" and "Internet" shall be given the same meaning as used in the underlying Agreement, and if not defined there, shall be given the same meaning as found in the ISP Compensation Order and the Telecommunications Act of 1996.

2. ILEC DESIGNATIONS

- 2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 **AMERITECH-OHIO** - As used herein, **AMERITECH-OHIO** means the applicable above listed ILEC doing business in Ohio.

3. CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between CLEC and ILEC will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users.
- 3.2 For purposes of this Appendix, until such time that ILEC may choose to invoke the FCC's ISP pricing plan as ordered in FCC 01-131, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:
- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - b. both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.
- 3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in AMERITECH-OHIO, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing. In SNET, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.
- 3.5 When CLEC establishes service in a new area, the Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic.

If there is no formal agreement as to the date of network completion, it shall be considered complete no later than the date that live traffic first passes through the network.

- 3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.
- 3.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.
- 3.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 3.9 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Data traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation, provided that this does not exclude traffic that is provided over a voice portion of a loop where the HFPL is utilized separately for DSL service.
- 3.10 CLEC reserves the right to submit a cost study pursuant to 47 C.F.R 51.711(b).to establish asymmetrical rates for compensation for transport and termination of local traffic.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN) or if CPN is unavailable, then the Originating Local Routing Number (LRN) or the Jurisdiction Identification Parameter (JIP), or the Calling Party Identification

(CPI), or some other method that identifies the original calling party's Local Exchange Carrier.

- 4.3 If one Party is passing CPN and/or LRN or JIP, but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 4.4 Where SS7 connections exist between ILEC and CLEC, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN and/or LRN or JIP is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN and/or LRN or JIP will be billed as intraLATA switched access.
- 4.5 Transit traffic will be delivered pursuant to Section 4.3 of Appendix ITR. Where the Parties are performing a transiting function as defined in Section 6.1, the transiting Party will pass the original and true CPN if it is received from the originating third party. If traffic is delivered over other than transit trunk groups, and if the original and true CPN is not received from the originating third party, the Party performing the transiting function will pass on the same information it uses to bill the originating third party. The party performing the transiting function shall not be billed as the default originator.

5. LOCAL CALL TERMINATION

- 5.1 Until and unless ILEC chooses to invoke the FCC's pricing plan as ordered in FCC 01-131, the compensation set forth below will also apply to all Local and Local ISP Calls as defined in section 3.2 of this Appendix, depending on whether the call is terminated directly to an End Office or through a Tandem.
- 5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Local Calls and Local ISP Calls on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:
 - 5.3 Tandem Serving Rate Elements:
 - 5.3.1 Tandem Switching - compensation for the use of tandem switching (only) functions.

- 5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.
- 5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and an call duration (per minute) rate.
- 5.4 End Office Serving Rate Elements:
- 5.4.1 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between ILEC and CLEC in the monthly billing cycle.
- 5.6 All ISP and Internet-bound traffic for a given usage month shall be due and owing at the same time as payments for Local Calls under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP and Internet-bound traffic the same as for Local Calls under this Appendix.

6. NON-LOCAL CALL TERMINATION

- 6.1 The Parties recognize and agree that ISP and Internet-bound traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in section 5. above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:
- Transit Traffic
 - Optional EAS Traffic
 - IntraLATA Interexchange Traffic
 - InterLATA Interexchange Traffic
 - 800, 888, 877, ("8yy") Traffic
 - Feature Group A Traffic
 - Feature Group D Traffic

- 6.2 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. To the extent such "non-Local" ISP calls are placed, the Parties agree that section 5. above does not apply, and that the Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.
- 6.3 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.
- 6.4 INTENTIONALLY OMITTED.
7. INTENTIONALLY OMITTED.
8. INTENTIONALLY OMITTED.
9. TRANSIT TRAFFIC COMPENSATION
- 9.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits an AMERITECH-OHIO network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. The rates that AMERITECH-OHIO shall charge for transiting CLEC traffic are outlined in Appendix Pricing.
- 9.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.
- 9.3 INTENTIONALLY OMITTED.

- 9.4 In those **AMERITECH-OHIO**s where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where **AMERITECH-OHIO** is the PTC, **AMERITECH-OHIO** shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, **AMERITECH-OHIO** shall reimburse the terminating carrier at **AMERITECH-OHIO**'s applicable tariffed terminating switched access rates. Notwithstanding the foregoing if CLEC is the terminating carrier and, in accordance with Public Utilities Commission of Ohio Case No. 00-127-TP-COI, has received Commission approval of alternative switched access rates, **AMERITECH-OHIO** shall reimburse CLEC at the appropriate Commission approved rates. At the time CLEC files its' cost studies with the Commission in order to obtain approval of alternative switched access rates, CLEC shall provide written notice to **AMERITECH-OHIO**. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.
- 9.5 CLEC will establish sufficient direct trunk groups between CLEC and a Third Party's network when CLEC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

10. INTENTIONALLY OMITTED.

11. INTRALATA 800 TRAFFIC

- 11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 11.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

12. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

- 12.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.

- 12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.
- 12.3 Billing to Interexchange Carriers (IXCs) for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, CLEC is the Initial Billing Company (IBC) and AMERITECH-OHIO is the Subsequent Billing Company.
- 12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 12.5 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement, including IntraLATA toll traffic carried by ILEC. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.
- 12.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC or ESP. When ILEC performs 800 database queries, ILEC will charge the end office provider for the database query in accordance with standard industry practices.
- 12.7 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

- 12.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access (including intraLATA and interLATA traffic carried by IXC or ILEC) detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. **AMERITECH-OHIO** acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At CLEC's request, **AMERITECH-OHIO** will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.
- 12.9 **AMERITECH-OHIO** and CLEC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.
- 12.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon the previous twelve (12) consecutive months of prior usage data. If twelve (12) consecutive months of prior usage data is unavailable, the estimate will be based on the number of months for which data is available.

13. INTRALATA TOLL TRAFFIC COMPENSATION

- 13.1 For intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, subject to the limitation set forth below. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, subject to the limitation set forth below. Notwithstanding the foregoing, both intrastate and interstate access compensation are initially limited to the level of compensation contained in an the ILEC's tariff in whose exchange area the End User is located until the party can document that its access tariffs are based on the costs it incurs for providing the respective access services in the exchange area where the End User is located. Once CLEC provides tariffed rates based upon its documented costs, **AMERITECH-OHIO** shall reimburse CLEC at the CLEC's applicable tariffed terminating switched access. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14. INTENTIONALLY OMITTED.

15. BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH,

15.1 In SBC-AMERITECH, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. 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. CLEC will round by rate center.

16. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

16.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the "ISP Compensation Order.") The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to the ILEC's option to invoke on a date specified by ILEC the FCC's ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

16.2 ILEC agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which the ILEC designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.

16.3 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

17. ADDITIONAL TERMS AND CONDITIONS

- 17.1 Legitimately Related Terms. Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the underlying Interconnection Agreement which are legitimately related to such interconnection, service or network element.
- 17.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between ILEC and CLEC, but that as to the Reciprocal Compensation terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

APPENDIX RECORDING

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**APPENDIX RECORDING
(Recording, Message Processing And
Provision Of Interexchange Carrier Transported
Message Detail Appendix)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AMERITECH-OHIO will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-OHIO, means the applicable above listed ILEC doing business in Ohio.

2. DEFINITIONS

- 2.1 **“Access Usage Record (AUR)”** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill IntraLATA and InterLATA access to Interexchange Carriers (IXCs).
- 2.2 **“Assembly and Editing”** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **“Billing Company”** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 **“Billable Message”** - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 **“Centralized Message Distribution System (CMDS)”** - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between AMERITECH-OHIO and the Billing Company.

- 2.6 **“Data Transmission”** - the forwarding by AMERITECH-OHIO of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **“Exchange Message Record (EMR)”** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **“Interexchange Carrier (IXC)”** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **“Local Access and Transport Area (LATA)”** - service areas defined in FCC Docket 78-72.
- 2.11 **“Message Processing”** - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or Access Usage Records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail Access Usage Records are consistent with CMDS specifications.
- 2.12 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AMERITECH-OHIO's internal network or national CMDS.
- 2.14 **“Record”** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

- 2.15 **“Recording”** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 2.16 **“Service Switching Point (SSP)”** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 **“Switching Control Point (SCP)”** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **“800 SCP Carrier Access Usage Summary Record (SCP Record)”** - a summary record which contains information concerning the quantity and types of queries launched to an AMERITECH-OHIO SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in **Exhibit II** pertaining to the production and forwarding of AUR data.
- 2.20 **“Terminating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AMERITECH-OHIO will record all IXC transported messages for TDS, including toll messages that originate with AMERITECH-OHIO, carried over all Feature Group Switched Access Services that are available to AMERITECH-OHIO provided recording equipment or operators.
- 3.2 AMERITECH-OHIO will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by AMERITECH-OHIO.
- 3.3 AMERITECH-OHIO will provide Access Usage Records that are generated by AMERITECH-OHIO. Such records will include interLATA toll traffic that originates on AMERITECH-OHIO's network. AMERITECH-OHIO will also provide to CLEC all Access Usage Records that it receives from secondary toll

carriers for the intraLATA toll traffic that it receives from those carriers and transits to CLEC.

- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by AMERITECH-OHIO, during the billing period established by AMERITECH-OHIO and selected by CLEC.
- 3.5 OBF Standard EMR record formats for the provision of billable message detail and access usage record detail will be used by AMERITECH-OHIO and provided to CLEC.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 AMERITECH-OHIO will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.
- 3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. AMERITECH-OHIO reserves the right to limit the frequency of transmission to existing AMERITECH-OHIO processing and work schedules, holidays, etc. AMERITECH-OHIO will give CLEC prompt notice of any such limitations prior to implementation.
- 3.9 AMERITECH-OHIO will determine the number of data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided to and received by CLEC and lost or destroyed through no fault of AMERITECH-OHIO will not be recovered and made available to CLEC except on an individual case basis at the cost incurred by AMERITECH-OHIO.
- 3.11 When AMERITECH-OHIO receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, AMERITECH-OHIO will forward those messages to CLEC.
- 3.12 AMERITECH-OHIO will record the applicable detail necessary to generate Access Usage Records and forward them to CLEC for its use in billing access to the IXC.

4. BASIS OF COMPENSATION

- 4.1 AMERITECH-OHIO as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Usage Records (SURs) required by AMERITECH-OHIO on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

- 5.1 The limitations of liability and indemnification shall be governed by the General Terms and Conditions of this Agreement, except that the more specific terms of this Appendix shall govern in case of any conflict.
- 5.2 When AMERITECH-OHIO is notified that, due to error or omission, incomplete data has been provided to the CLEC, AMERITECH-OHIO will make reasonable efforts to locate and/or recover the data and provide it to the CLEC at no additional charge. Such requests to recover the data must be made within thirty (30) calendar days from the date the details initially were made available to the CLEC. If written notification is not received within thirty (30) calendar days, AMERITECH-OHIO shall have no further obligation to recover the data and shall have no further liability to the CLEC.
- 5.3 If, despite timely notification by the CLEC, message detail is lost and unrecoverable as a direct result of AMERITECH-OHIO having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, AMERITECH-OHIO will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, AMERITECH-OHIO's liability to the CLEC shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 AMERITECH-OHIO will not be liable for any costs incurred by the CLEC when the CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by AMERITECH-OHIO.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

EXHIBIT I SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1:** This option has been withdrawn.
- Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #5:** CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

- Option #8:** Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

- Option #9:** This option has been withdrawn.
- Option 10:** Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option 11:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option 12:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option 13:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option 14:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option 15:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or Access Usage Records to the CLEC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. The CLEC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through AMERITECH OHIO's internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive billable messages daily.)

☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive AURs daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, and/or Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **AMERITECH-OHIO** means the applicable above listed ILEC doing business in Ohio.
- 1.4 The prices at which **AMERITECH-OHIO** agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **AMERITECH-OHIO'S** obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by **AMERITECH-OHIO** at the discount set forth in Appendix Pricing.
- 2.2 **AMERITECH-OHIO** will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.3 Telecommunications Services will be offered by **AMERITECH-OHIO** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.4 Grandfathered services as defined in the appropriate tariff are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **AMERITECH-OHIO** provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by AMERITECH-OHIO to AMERITECH-OHIO'S End Users through tariff(s), the rules and regulations associated with AMERITECH-OHIO'S retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by AMERITECH-OHIO to its End Users.
- 3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding AMERITECH-OHIO retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in AMERITECH-OHIO'S corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom AMERITECH-OHIO offers such services (for example, residence service shall not be resold to business End Users).
- 3.4.1 CLEC may only resell special needs services” as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.
- 3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by AMERITECH-OHIO contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by AMERITECH-OHIO retail for the same “special needs service,” the End User has previously been certified as eligible for that "special needs service."
- 3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with AMERITECH-OHIO, CLEC must make the determination whether the End User continues to be

eligible for the program(s) specified in Section 3.4.1. CLEC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **AMERITECH-OHIO** tariff for any "special needs service" it resells to any End User beginning on the date that CLEC submits any order relating to that "special needs service." This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable **AMERITECH-OHIO** retail tariff requirements.

3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with **AMERITECH-OHIO**, or if the applicant does not currently have local telephone service, CLEC is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with **AMERITECH-OHIO'S** retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.3 LifeLine and Link-UP Service:

3.4.3.1 LifeLine and Link-Up services are not available for resale.

3.4.3.2 When an End User is currently receiving LifeLine or Link-Up service, the existing Customer Service Record (CSR) will carry the appropriate service indicator. CLEC may view this indicator on the CSR.

3.4.3.3 CLEC may obtain LifeLine or Link-Up indicator data from **AMERITECH-OHIO'S** existing retail CSR for the End User for the sole purpose of enabling CLEC to determine whether the End User may be eligible for any similar program(s) CLEC may offer.

3.4.3.3.1 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.3.4 If no AMERITECH-OHIO LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by AMERITECH-OHIO.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 AMERITECH-OHIO promotions of ninety (90) days or less are not available to CLEC for resale.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of AMERITECH-OHIO'S corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AMERITECH-OHIO federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 AMERITECH-OHIO shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by AMERITECH-OHIO as the incumbent local exchange carrier.

3.11 When an AMERITECH-OHIO End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix PRICING in the "Other (Resale)"

category, listed as "conversion charges," and are applied per billable telephone number.

- 3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **AMERITECH-OHIO'S** network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **AMERITECH-OHIO'S** network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.12 If CLEC is in violation of any provision of this Appendix, **AMERITECH-OHIO** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **AMERITECH-OHIO** in writing that the violation has been corrected. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 3.13 **AMERITECH-OHIO'S** services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's Affiliates successors or assigns.
- 3.14 Intentionally Omitted.

3.15 This section applies only to **SBC MIDWEST REGION 5-STATE**:

3.15.1 **SBC MIDWEST REGION 5-STATE** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 Intentionally Omitted.

3.15.2.3 Intentionally Omitted.

3.15.2.4 **SBC MIDWEST REGION 5-STATE** Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.15.3 If CLEC elects to terminate a **SBC MIDWEST REGION 5-STATE** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 **AMERITECH-OHIO** will afford CLEC's End Users the ability to make E911 calls to the same extent as **AMERITECH-OHIO** customers in the same local calling area. CLEC shall be responsible for collecting and remitting all applicable E911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by **AMERITECH-OHIO**, CLEC shall, provide **AMERITECH-OHIO** with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by **AMERITECH-OHIO** for purposes of E911 administration. If **OHIO**, CLEC shall, provide **AMERITECH-OHIO** with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by **AMERITECH-OHIO** for purposes of E911 administration. If CLEC has previously provided the information to **AMERITECH-OHIO**, **AMERITECH-OHIO** shall access the information without requesting the information from CLEC a second time.

4.1.1 Should any CLEC End User assert any Claim that relates to access to E911, the limitations of liability set forth in Appendix E911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted

against any Party to this Appendix relating to access to E911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

- 4.2 Subject to **AMERITECH-OHIO'S** practices, as well as the rules and regulations applicable to the provision of White Pages directories, **AMERITECH-OHIO** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. **AMERITECH-OHIO** will include CLEC End Users when it sells or otherwise transfers listings to other parties..
- 4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.
- 4.4 Liability relating to End User Listings
 - 4.4.1 CLEC hereby releases **AMERITECH-OHIO** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to **AMERITECH-OHIO** under this Appendix.
 - 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **AMERITECH-OHIO** and **AMERITECH-OHIO'S** officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information to the extent caused by an act or omission of CLEC. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **AMERITECH-OHIO**, and/or against **AMERITECH-OHIO** alone. The parties agree to comply with the indemnification procedures described in Sections 12.7 through 12.10 of the General Terms and Conditions for any indemnification claims arising out of this section.
- 4.5 If CLEC's End User already has a current **AMERITECH-OHIO** local White Pages directory, **AMERITECH-OHIO** shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.6 Subject to any blocking that may be ordered by CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to **AMERITECH-OHIO** End Users, **AMERITECH-OHIO** shall provide CLEC's End Users access to

AMERITECH-OHIO Directory Assistance services. CLEC shall pay AMERITECH-OHIO the charges attributable to Directory Assistance services utilized by CLEC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.

4.7 Intentionally Omitted.

4.8 Intentionally Omitted.

4.9 Except where expressly stated the terms and conditions for including CLEC End User listings in AMERITECH-OHIO White Page directories as well as distribution of such directories to CLEC and/or CLEC End User's is a product offering available through a non-regulated subsidiary of SBC. Notwithstanding the foregoing, AMERITECH-OHIO will comply with the Directory Listing & Ordering provisions set forth as issue 62 in Joint Submission of the Amended Plan of Record for Operations Support Systems Order issued by the Commission on January 24, 2001 in Docket 00-0592.

4.10 Subject to any blocking that may be ordered by CLEC for its End Users', AMERITECH-OHIO will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.

4.11 AMERITECH-OHIO shall also offer CLEC the opportunity to customize route its End Users' DA/OS calls where technically feasible. CLEC must have dedicated transport at each End Office where customized routing is requested. CLEC agrees to pay AMERITECH-OHIO appropriate charges associated with customized routing on an ICB basis.

4.12 Payphone Services

4.12.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling AMERITECH-OHIO'S services offered pursuant to the appropriate payphone section(s) of AMERITECH-OHIO'S state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." CLEC may also choose to provide service to PSPs through resold business lines. In its Common Carrier Docket No. 96-128, the FCC ordered AMERITECH-OHIO to compensate PSP customers of CLECs that resell AMERITECH-OHIO'S services for certain calls originated from pay telephones and received by

the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as “Payphone Compensation.”

- 4.12.2 The Parties desire that **AMERITECH-OHIO** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.
- 4.12.3 **AMERITECH-OHIO** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **AMERITECH-OHIO** will pay Payphone Compensation to CLEC only for:
 - 4.12.3.1 IntraLATA subscriber 800 calls for which **AMERITECH-OHIO** provides the 800 service to the subscriber and carries the call; and
 - 4.12.3.2 IntraLATA calls placed using **AMERITECH-OHIO'S** prepaid calling card platform and carried by **AMERITECH-OHIO**.
- 4.12.4 **AMERITECH-OHIO** will not pay any Payphone Compensation for non-sent paid calls.
- 4.12.5 **AMERITECH-OHIO** will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if **AMERITECH-OHIO** deems it necessary to investigate a call or calls for possible fraud.
- 4.12.6 **AMERITECH-OHIO** will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **AMERITECH-OHIO** will not issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **AMERITECH-OHIO** on the bill.
- 4.12.7 Nothing in this Appendix entitles CLEC to receive or obligates **AMERITECH-OHIO** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.

4.12.8 CLEC represents and warrants that the only **AMERITECH-OHIO** services that CLEC will make available to PSPs as Payphone Lines are the payphone services that **AMERITECH-OHIO** offers pursuant to the appropriate payphone section(s) of **AMERITECH-OHIO'S** state specific tariff(s) applicable in each state covered by this Appendix.

4.12.9 Except as provided otherwise in this Section 4.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If **AMERITECH-OHIO** pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **AMERITECH-OHIO**.

4.12.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **AMERITECH-OHIO** and **AMERITECH-OHIO'S** officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

4.12.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or

4.12.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

4.12.10.3 False representation by CLEC.

4.13 Suspension of Service

4.13.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

4.13.2 **AMERITECH-OHIO** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **AMERITECH-OHIO** state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.

4.13.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

4.13.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

4.13.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. **BRANDING**

5.1 Except where otherwise required by law, CLEC shall not, without **AMERITECH-OHIO'S** prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **AMERITECH-OHIO** or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with **AMERITECH-OHIO** in the provision of Telecommunications Services to CLEC's customers.

5.2 **Branding Requirements**

5.2.1 Where technically feasible and/or available, **AMERITECH-OHIO** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:

5.2.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

5.2.1.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

- 5.2.2 Where AMERITECH-OHIO provides CLEC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since AMERITECH-OHIO'S DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA and OS.
- 5.2.3 CLEC agrees and warrants that it will provide to AMERITECH-OHIO a name to be used for branding covered by this Appendix that matches the name in which CLEC is certified to provide local Telecommunications Services by the applicable state Commission.

5.3 Call Branding

- 5.3.1 AMERITECH-OHIO will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:
- 5.3.1.1 CLEC will provide written specifications of its company name to be used by AMERITECH-OHIO to brand CLEC OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.
- 5.3.1.2 AMERITECH-OHIO – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by AMERITECH-OHIO on behalf of CLEC when such services are provided in conjunction with the purchase of AMERITECH-OHIO unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

6. OS/DA RATE/REFERENCE INFORMATION

- 6.1 CLEC will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.
- 6.2 CLEC will inform AMERITECH-OHIO, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide AMERITECH-OHIO updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

- 6.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing under the "Other (Resale)" category.
- 6.4 When an **AMERITECH-OHIO** Operator receives a rate request from a CLEC End User, where technically feasible and available, **AMERITECH-OHIO** will quote the applicable OS/DA rates as provided by the CLEC.

6.4.1 Intentionally Omitted.

7. RESPONSIBILITIES OF AMERITECH-OHIO

- 7.1 **AMERITECH-OHIO** shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **AMERITECH-OHIO** shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with **AMERITECH-OHIO**-provided interfaces, as outlined in Appendix OSS.
- 7.2 **AMERITECH-OHIO** shall implement CLEC service orders within the same time intervals **AMERITECH-OHIO** uses to implement service orders for similar services for its own End Users.
- 7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein. Changes to the CLEC Handbook shall be made only according to the agreed Change Management Process.
- 7.3 CLEC will have the ability to report trouble for its End Users to the appropriate **AMERITECH-OHIO** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling **AMERITECH-OHIO** will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch **AMERITECH-OHIO'S** network facilities, including those on End User premises.
- 7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein. Changes to the CLEC Handbook shall be made only according to the agreed Change Management Process.

- 7.4 AMERITECH-OHIO will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 7.5 AMERITECH-OHIO shall make Telecommunications Services that AMERITECH-OHIO provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. AMERITECH-OHIO will notify CLEC of any changes in the terms and conditions under which AMERITECH-OHIO offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.
- 7.5.1 AMERITECH-OHIO currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.
- 7.6 CLEC's End User's activation of Call Trace shall be handled by the AMERITECH-OHIO operations centers responsible for handling such requests. AMERITECH-OHIO shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.
- 7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.
- 7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, if CLEC withholds requested information from law enforcement agencies or fails to respond to law enforcement agency requests, CLEC shall indemnify AMERITECH-OHIO against any Claim that insufficient information led to inadequate prosecution.

- 7.6.2 **AMERITECH-OHIO** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

8. RESPONSIBILITIES OF CLEC

- 8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **AMERITECH-OHIO** shall abide by the same applicable laws and regulations.
- 8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **AMERITECH-OHIO** or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User.
- 8.2.1 **AMERITECH-OHIO** shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. An LOA is one such proper form of authorization. CLEC shall make any such authorization it has obtained available to **AMERITECH-OHIO** upon request and at no charge.
- 8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, **AMERITECH-OHIO** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities unless the new End User who takes possession of the same premises elects to retain CLEC as its telecommunications service provider. If a new End User fails to take possession of the premises within 30 days or if the new End User fails to select a telecommunications service provider within 30 days, **AMERITECH-OHIO** may reclaim the facilities.
- 8.4 The Parties shall comply with any FCC or Commission regulations related to the investigation of any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If either Party makes a request that the other Party undertake an investigation of an alleged incidence of slamming, and if such request is outside the scope of the investigation that the parties are required to conduct in compliance with any FCC or Commission regulation mentioned above, the party undertaking the investigation may charge the party that requested the investigation an investigation fee as set forth in

Appendix Pricing in the “OTHER (Resale)” category, listed as “Slamming Investigation Fee.” If CLEC is the investigating party, it will charge based on AMERITECH-OHIO'S rates as set forth above.

- 8.5 Should AMERITECH-OHIO receive an order from CLEC for services under this Appendix, and AMERITECH-OHIO is currently providing the same services to another local service provider for the same End User, CLEC agrees that AMERITECH-OHIO may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from AMERITECH-OHIO.
- 8.5.1 If AMERITECH-OHIO receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report (“LDR”), covered in Section 8.5.2, then AMERITECH-OHIO shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from AMERITECH-OHIO.
- 8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. AMERITECH-OHIO will furnish the following information via the LDR: the Billing Telephone Number (“BTN”), Working Telephone Number “WTN”), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay AMERITECH-OHIO for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the “OTHER (Resale)” category, listed as “Local Disconnect Report.” CLEC agrees that AMERITECH-OHIO may change the per WTN charge, at AMERITECH-OHIO'S sole discretion, so long as AMERITECH-OHIO provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. AMERITECH-OHIO grants to CLEC a non-exclusive right to use the LDR information provided by AMERITECH-OHIO. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.
- 8.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or

accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by **AMERITECH-OHIO** directly to End Users and billed by **AMERITECH-OHIO** directly to End Users.

- 8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by **AMERITECH-OHIO** for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by **AMERITECH-OHIO**.
- 8.7 **AMERITECH-OHIO** shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by **AMERITECH-OHIO** directly to End Users and billed by **AMERITECH-OHIO** directly to End Users.
 - 8.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 8.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 8.9 CLEC shall be responsible for modifying and connecting any of its systems with **AMERITECH-OHIO**-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 CLEC shall be responsible for providing to its End Users and to **AMERITECH-OHIO** a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.

- 8.10.1 In the event that CLEC's End Users contact **AMERITECH-OHIO** with regard to repair requests, **AMERITECH-OHIO** shall inform such End Users to call CLEC and shall provide CLEC's contact number.
- 8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 8.12 CLEC will provide forecasts to **AMERITECH-OHIO** every January and July using the **AMERITECH-OHIO** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX SS7

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APPENDIX SS7
APPENDIX FOR THE PROVISION OF SS7 SERVICE

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 the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. CCS/SS7 is comprised of certain network elements, including 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.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-OHIO means the applicable above listed ILECs doing business in Ohio.

2. SERVICE DESCRIPTION

- 2.1 CLEC may utilize other SS7 service providers upon prior notice to AMERITECH-OHIO. AMERITECH-OHIO will cooperate with CLEC to transition the service to another provider on an agreed upon schedule. After such transition this appendix shall not apply to such services.
- 2.2 SS7 Transport
 - 2.2.1 SS7 as defined in this Appendix above, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the AMERITECH-OHIO below outlines the requirements by for interLATA signaling.
 - 2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an AMERITECH-OHIO pair of STPs (i.e., a mated pair) to another

AMERITECH-OHIO pair of STPs. The screening of messages provides for CLEC designation of signaling points associated with the CLEC 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.

- 2.2.3 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 Telecommunications Industry Association Interim Standard-41 (IS-41) 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.

2.3 Dedicated Signaling Links

- 2.3.1 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 CLEC STPs or switches and the AMERITECH-OHIO STP mated pair. The CLEC designated Signaling Points of Interconnection (SPOI) are collocated in a AMERITECH-OHIO wire center. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the AMERITECH-OHIO STP to which the link is connected. Dedicated Signaling Links are available to CLECs for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 Dedicated Signaling Links include the following elements:

2.4.1 SS7 Link Cross Connect

- 2.4.1.1 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 the CLEC SPOI.

2.4.2 STP Port Termination

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a AMERITECH-OHIO STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a AMERITECH-OHIO STP.

2.4.3 STP Access Link

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

2.5 The CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the AMERITECH-OHIO STP location or the CLEC SPOI. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.6 CLEC 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.

2.7 When CLEC 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, CLEC 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.

2.8 Dedicated Signaling Links are subject to AMERITECH-OHIO compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and AMERITECH-OHIO Technical Publication, TP76638. Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. Each individual set of links from CLEC switch to AMERITECH-OHIO STP will require a pre ordering meeting to exchange information and schedule testing for certification by AMERITECH-OHIO.

2.9 Dedicated Signaling Links Technical Requirements

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

2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

- 2.9.1.2 as a “B-link” or “D-link,” which is an interconnection between STPs in different signaling networks.
- 2.9.2 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through CLEC purchase of an AMERITECH-OHIO dedicated transport facility, previously referred to as the “Access Connection”. Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.
- 2.9.3 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the AMERITECH-OHIO SS7 Signaling Network, CLEC must purchase dedicated signaling links to each STP of a mated pair of STPs.
- 2.9.4 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. AMERITECH-OHIO will provide the same amount of diversity as provided by CLEC.
- 2.9.5 When CLEC requests that AMERITECH-OHIO add a Signaling Point Code (SPC), CLEC will identify to AMERITECH-OHIO the SPCs associated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in Appendix PRICING UNE – Schedule of Prices, “Point Code Addition”.
- 2.9.6 CLEC will notify AMERITECH-OHIO in writing thirty (30) days in advance of any material change in CLEC’s use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.
- 2.10 Signaling Transfer Points (STPs)
- 2.10.1 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.
- 2.10.2 Intentionally Omitted.
- 2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a AMERITECH-OHIO designated STP pair to a to a

AMERITECH-OHIO STP pair located in a different LATA. In the AMERITECH-OHIO the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages.

2.10.4 In such instance as CLEC utilizes AMERITECH-OHIO'S Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the AMERITECH-OHIO SS7 signaling on a per call basis.

2.11 STP Technical Requirements

2.11.1 STPs will provide signaling connectivity to the following network elements connected to the AMERITECH-OHIO SS7 network: 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.

2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the AMERITECH-OHIO STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC 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. CLEC will pay a non-recurring charge when CLEC requests AMERITECH-OHIO add GTT type information for message routing, in connection with its use of unbundled signaling.

2.12 Interface Requirements

2.12.1 AMERITECH-OHIO will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. AMERITECH-OHIO will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the AMERITECH-OHIO STPs.

3. MANNER OF PROVISIONING

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

3.2 SS7 Transport

3.2.1 CLEC shall use SS7 Transport subject to the screening and routing information of the AMERITECH-OHIO STPs. AMERITECH-OHIO shall provide information to CLEC 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.

3.2.2 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 a AMERITECH-OHIO “regional” STP pair to another AMERITECH-OHIO STP pair.

3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which AMERITECH-OHIO has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. 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 CLEC, 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.

3.3 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.

3.4 Dedicated Signaling Links

3.4.1 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC 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 CLEC and may include global title address, translation type and subsystem designations as needed.

3.4.2 Signaling links from AMERITECH-OHIO mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:

3.4.2.1 "A" Link Sets from CLEC'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,

3.4.2.2 "B" Link Sets from CLEC'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.)

3.4.3 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.

3.4.4 A pre-order meeting will define the AMERITECH-OHIO facility availability and the degree of diversity in both the AMERITECH-OHIO physical network and the CLEC physical network from signaling point to signaling point for the link.

3.4.5 When CLEC requires a STP Access Link, CLEC 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.

3.4.6 All applicable signaling point codes for each signaling link must be installed at each of AMERITECH-OHIO'S interconnecting STPs.

3.4.7 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. AMERITECH-OHIO makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-AMERITECH-OHIO signaling points.

3.4.8 Provisioning of the SS7 Service is in accordance with AMERITECH-OHIO AM-TR-OAT-000069 and GR-905-CORE, as amended.

3.5 Use of the STP

3.5.1 When CLEC orders AMERITECH-OHIO unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC 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 the network and, at its sole discretion, apply protective controls. 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 CLEC facilities, natural disasters, mass calling or national security demands. Protective controls will be applied in a non-discriminatory manner so as not to favor AMERITECH-OHIO or its affiliates over CLEC, nor to favor any telecommunications provider using the network over any other.
- 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. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved. In determining technical infeasibility including but not limited to capacity limitations, AMERITECH-OHIO will act in a non-discriminatory manner so as not to favor AMERITECH-OHIO or its affiliates over CLEC, nor to favor any telecommunications provider using the network over any other.
- 4.4 AMERITECH-OHIO shall route messages generated by the action of CLEC 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 message or any part of messages generated by CLEC to any other party, except as required to manage the AMERITECH-OHIO signaling network or as may be required by law.
- 4.5 AMERITECH-OHIO shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the CLEC signaling network.

5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall provision the signaling links at CLEC's premises and from CLEC's premises to AMERITECH-OHIO'S STP location in a diverse, reliable and technically feasible manner. CLEC shall identify to AMERITECH-OHIO the SPC(s) associated with the CLEC set of links.

- 5.2 CLEC shall identify to AMERITECH-OHIO the GTT information for messages that route to CLEC.
- 5.3 When routing messages addressed to an AMERITECH-OHIO Subsystem Number (SSN), CLEC shall use the AMERITECH-OHIO defined SSN designation of the AMERITECH-OHIO mated STP pair to which the message is routed.
- 5.4 CLEC 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 CLEC shall furnish to AMERITECH-OHIO, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. AMERITECH-OHIO shall utilize the forecast in its own efforts to project further facility requirements.
- 5.6 CLEC shall inform AMERITECH-OHIO in writing thirty (30) days in advance of any change in CLEC'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 CLEC to be forwarded to AMERITECH-OHIO'S network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. BONAFIDE REQUEST PROCESS

- 6.1 Any request for SS7 service not addressed within this Appendix may be submitted to AMERITECH-OHIO via the Bonafide Request ("BFR") process set forth in Appendix UNE.

7. DESCRIPTION OF RATE ELEMENTS AMERITECH-OHIO

- 7.1 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.
- 7.2 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.

7.3 **Signal Formulation**

7.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the **AMERITECH-OHIO** tandem for CLEC to **AMERITECH-OHIO** terminated calls.

7.4 **Signal Transport**

7.4.1 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).

7.5 **Signal Switching**

7.5.1 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).

7.6 **Signal Tandem Switching**

7.6.1 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.

8. Intentionally Omitted.

9. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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APPENDIX RIGHTS-OF-WAY, CONDUITS AND POLES (ROW)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-OHIO is an ILEC doing business in Ohio.
- 1.4 The prices at which AMERITECH-OHIO agrees to provide CLEC with ROW are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. STRUCTURE AVAILABILITY

- 2.1 AMERITECH-OHIO shall make available, to the extent it may lawfully do so, 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 CLEC's wires, cables and related facilities (individually and collectively, "Attachments").
 - 2.1.1 "Rights-of-way" means (i) a legal interest of AMERITECH-OHIO in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) AMERITECH-OHIO'S owned or leased property if such property is used for communications distribution facilities; provided, however, it does not generally include controlled environment vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings or any like or similar equipment

enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes.

- 2.1.2 The availability of AMERITECH-OHIO Structure for CLEC's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 15, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which AMERITECH-OHIO owns and controls Structure or interests therein. Ameritech will abide by 47 USC §224 and upon request, AMERITECH-OHIO will provide CLEC with (a) written confirmation of CLEC's authority under this agreement to occupy AMERITECH-OHIO's Structures and occupy AMERITECH-OHIO's underlying rights-of-way and (b) written consent to the use and occupancy by the CLEC of AMERITECH-OHIO's Structure's and underlying rights-of-ways.
- 2.2 AMERITECH-OHIO will not make Structure available:
- 2.2.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, or
- 2.2.2 An Attachment cannot be accommodated based upon nondiscriminatorily applied safety, reliability or engineering principles.
- 2.2.3 For purposes of this Appendix, "Insufficient Capacity" means 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. Before denying a request for access based upon Insufficient Capacity, AMERITECH-OHIO will, in good faith explore potential accommodations with CLEC. If AMERITECH-OHIO denies a request by CLEC for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, AMERITECH-OHIO will provide CLEC a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) calendar days of the date of such request.
- 2.3 Franchises, Permits and Consents
- 2.3.1 CLEC shall be solely responsible to secure any necessary franchises, permits 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. CLEC shall indemnify AMERITECH-OHIO against loss directly resulting from any actual lack of CLEC's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

2.4 Access and Modifications

- 2.4.1 Where necessary to accommodate a request for access of CLEC, and provided AMERITECH-OHIO has not denied access as described in Section 2, or because AMERITECH-OHIO will, as set forth below, modify its Structure in order to accommodate the Attachments of CLEC. Upon request, AMERITECH-OHIO may permit CLEC to conduct Field Survey Work and Make Ready Work itself or through AMERITECH-OHIO-approved contractors in circumstances where AMERITECH-OHIO is unable to complete such work in a reasonable time frame. (For purposes of this Agreement, a "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.")
- 2.5 Before commencing the 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. Where possible, AMERITECH-OHIO shall include in a modification to accommodate CLEC's Attachment(s) those modifications required to accommodate other attaching parties, including AMERITECH-OHIO, that desire to modify their Attachments.
- 2.6 If CLEC 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 CLEC but will be required to make the Right-of-way available to CLEC 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 CLEC's Attachments.

- 2.7 The costs of modifying a Structure to accommodate CLEC'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, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of such modification proportionately with the party initiating the modification. A party, including AMERITECH-OHIO, with a pre-existing Attachment to the Structure to be modified to accommodate CLEC shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including AMERITECH-OHIO, uses the modification to bring its Structure or Attachment into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, 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 CLEC. If an attaching party, including AMERITECH-OHIO, makes an Attachment to the Structure after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.
- 2.8 All modifications to AMERITECH-OHIO'S Structure will be owned by AMERITECH-OHIO. CLEC 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.

3. INSTALLATION AND MAINTENANCE RESPONSIBILITIES

- 3.1 CLEC 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. Work performed by CLEC on, in or about AMERITECH-OHIO'S Structures shall be performed by properly trained, competent workmen skilled in the trade. AMERITECH-OHIO will specify the location in or on the Structure where CLEC's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. CLEC shall construct each Attachment in conformance with the permit issued by AMERITECH-OHIO for such Attachment. Other than routine maintenance and service wire Attachments, CLEC shall not modify,

supplement or rearrange any Attachment without first obtaining a permit therefore. CLEC shall provide **AMERITECH-OHIO** with notice before entering or climbing any Structure for construction or maintenance purposes.

3.2 Installation and Maintenance Standards

3.2.1 CLEC's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Telcordia Construction Practices, 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.

4. **IMPLEMENTATION TEAM**

4.1 The Implementation Team shall develop cooperative procedures for implementing the terms of this Appendix and to set out such procedures in the Implementation Plan. In the event of disputes that cannot be resolved by members of the Implementation Team, either party may invoke the dispute resolution procedures in the Terms and Conditions.

5. **ACCESS REQUESTS**

5.1 Any request by CLEC for access to **AMERITECH-OHIO'S** Structure shall be in writing and submitted to **AMERITECH-OHIO'S** Structure Access Center. **AMERITECH-OHIO** may prescribe a reasonable process for orderly administration of such requests. Each CLEC'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. In the event of disputes that cannot be resolved with the Structure Access Coordinator, either party may invoke the dispute resolution procedures in the Terms and Conditions. CLEC shall provide **AMERITECH-OHIO** with notice before entering any **AMERITECH-OHIO** Structure.

6. **UNUSED SPACE**

6.1 Except for maintenance ducts as provided in Section 7 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 CLEC, AMERITECH-OHIO or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. CLEC may not reserve space on AMERITECH-OHIO Structure for its future needs. 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, CLEC 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.

7. MAINTENANCE DUCTS

- 7.1 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, maintenance ducts will be established as part of the modification. Maintenance ducts shall be made available to CLEC for maintenance purposes if it has a corresponding Attachment.

8. APPLICABILITY

- 8.1 The provisions of this Appendix shall apply to all AMERITECH-OHIO Structure now occupied by CLEC.

9. OTHER ARRANGEMENTS

- 9.1 CLEC's use of AMERITECH-OHIO Structure is subject to any valid, lawful and nondiscriminatory arrangements AMERITECH-OHIO may now or hereafter have with others pertaining to the Structure.

9.2 Cost of Certain Modifications

- 9.2.1 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. If a move of CLEC's Attachment is required by AMERITECH-OHIO or another attaching party, CLEC shall move its Attachment, at the expense of the party requesting such move, within thirty (30) days after notification of the required move. If CLEC fails to move its Attachment within the foregoing period, CLEC authorizes AMERITECH-OHIO to move such Attachment at CLEC's expense.

10. MAPS AND RECORDS

- 10.1 AMERITECH-OHIO will provide CLEC, at CLEC's request and expense, with access to maps, records and additional information relating to its Structure within the time frame agreed upon by the Implementation Team; 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 CLEC. 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 CLEC and such materials may not be resold, licensed or distributed to any other person.

11. OCCUPANCY PERMIT

- 11.1 CLEC occupancy of Structure shall be pursuant to a permit issued by AMERITECH-OHIO for each requested Attachment. Any such permit shall terminate:
- 11.1.1 If CLEC's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,
- 11.1.2 If CLEC has not placed and put into service its Attachments within one hundred eighty (180) days from the date AMERITECH-OHIO has notified CLEC that such Structure is available for CLEC's Attachments, provided that CLEC may request from AMERITECH-OHIO a single extension of up to 180 days at which time CLEC shall provide a revised schedule showing when the attachments will be made. If no other party requires the space requested by CLEC at the time of the extension, AMERITECH-OHIO shall grant the extension. If another party has requested space which cannot be provided unless CLEC relinquishes its space, the extension will not be granted.
- 11.1.3 If CLEC ceases to use such Attachments for any period of one hundred eighty (180) consecutive days, provided that CLEC may request from AMERITECH-OHIO a single extension of up to 180 days at which time CLEC shall provide a revised schedule showing when the attachments will be put back into service. If no other party requires the space requested by CLEC at the time of the extension, AMERITECH-OHIO shall grant the extension. If another party has requested space which cannot be provided unless CLEC relinquishes its space, the extension will not be granted.

- 11.1.4 If CLEC fails to comply with a material term or condition of this Appendix and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from AMERITECH-OHIO.
- 11.2 If AMERITECH-OHIO ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments, AMERITECH-OHIO shall:
- 11.2.1 Provide CLEC notice within ten (10) Business Days after AMERITECH-OHIO has knowledge of such fact and
- 11.3 AMERITECH-OHIO will provide CLEC with at least sixty (60) days written notice prior to:
- 11.3.1 Terminating a permit for an Attachment, terminating service to a CLEC Attachment, or removal of an Attachment in each case for a breach of the provisions of this Appendix,
- 11.3.2 Any increase in the rates for Attachments to AMERITECH-OHIO'S Structure permitted by the terms of this Appendix, or
- 11.3.3 Any modification to AMERITECH-OHIO'S Structure to which CLEC has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency.
- 11.4 If CLEC surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove its Attachments from the Structure within one hundred eighty (180) days after the event requiring CLEC to so surrender such permit, AMERITECH-OHIO shall remove CLEC's Attachments at CLEC's expense.
- 11.5 If AMERITECH-OHIO discovers that CLEC has placed an Attachment on AMERITECH-OHIO'S Structure without a valid permit, AMERITECH-OHIO shall notify CLEC of the existence of such unauthorized Attachment and CLEC shall pay to AMERITECH-OHIO within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to three (3) times the annual attachment fee for an authorized Attachment.
- 11.6 Within the foregoing period, CLEC shall also apply for an Occupancy Permit for the unauthorized Attachment.

- 11.7 In addition, CLEC shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment.
- 11.8 If CLEC 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 CLEC's expense.

12. INSPECTIONS

- 12.1 AMERITECH-OHIO may make periodic inspections of any part of the Attachments of CLEC located on AMERITECH-OHIO Structure. Except in cases involving safety, damage to Attachments or potential violations of the terms of this agreement, compliance inspections shall not be made more often than once every five years. Where reasonably practicable to do so, AMERITECH-OHIO shall provide prior written notice to CLEC of such inspections.
- 12.2 If CLEC's facilities are in compliance with this Appendix, there will be no charges incurred by CLEC for the periodic inspection. If CLEC's facilities are not in compliance with the Appendix, AMERITECH-OHIO may charge CLEC for the costs (as defined in Section 252 (d) of the Act) of such inspections. The costs of periodic inspections will be paid for by those CLECs with 2% or greater of their Attachments in violation. The amount paid by the CLEC shall be the percentage that their violations bear to the total violations of all CLECs found during the inspection.

13. DAMAGE TO ATTACHMENTS

- 13.1 Both CLEC and AMERITECH-OHIO will exercise precautions to avoid damaging the Attachments of the other or to any AMERITECH-OHIO Structure to which CLEC obtains access hereunder. The Party damaging the Attachments of the other Party 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 issued in the Report and Order *In the Matter of Amendment of Rules and Policies Governing Pole Attachments* CS Docket No. 97-98, Adopted, March 29, 2000 Released, April 3, 2000.. After February 8, 2001, charges will be determined in compliance with the methodology in the Report and Order *In the Matter of Implementation of Section 703(e) of the Telecommunications Act of 1996*, CS Docket No. 97-151 Amendment of the Commission's Rules and

Policies Governing Pole Attachments Adopted: February 6, 1998
Released: February 6, 1998. 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 any Attachment to Structure that is not typical of Attachments commonly made to Structure and that impacts the usability of the Structure in excess of a typical Attachment or that presents greater than typical engineering, reliability or safety concerns to other attaching parties or users of the Structure. A deposit shall be required from CLEC for map preparation, field surveys and Make-Ready Work. If AMERITECH-OHIO considers an Attachment to be an Extraordinary Attachment, AMERITECH-OHIO will give CLEC notice thereof within a reasonable time, not to exceed forty-five (45) days of receiving CLECs access request for the Attachment. CLEC shall be permitted to respond, and no charges may be assessed unless CLEC agrees to use the attachment.

15. NONDISCRIMINATION

- 15.1 Except as otherwise permitted by Applicable Law, access to AMERITECH-OHIO-owned or controlled Structure under this Appendix shall be provided to CLEC on a basis that is nondiscriminatory to that which AMERITECH-OHIO provides its Structure to itself, its Affiliates, Customers, or any other person.

16. INTERCONNECTION

- 16.1 Upon request by CLEC, AMERITECH-OHIO will permit the interconnection of ducts or conduits owned by CLEC in AMERITECH-OHIO manholes. However, such interconnection in AMERITECH-OHIO manholes will not be permitted where modification of AMERITECH-OHIO'S Structure to accommodate CLEC's request for interconnection is possible.
- 16.2 Except where required herein, requests by CLEC for interconnection of CLEC's Attachments in or on AMERITECH-OHIO Structure with the Attachments of other attaching parties in or on AMERITECH-OHIO Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this Appendix for reasons of Insufficient Capacity, safety, reliability and engineering. AMERITECH-OHIO will provide a written response to CLEC's request within forty-five (45) calendar days of AMERITECH-OHIO'S receipt of such request.

16.3 CLEC shall be responsible for the costs to accommodate any interconnection pursuant to this Section 16.

17. COST IMPUTATION

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

18. STRUCTURE ACCESS CENTER

18.1 Request for access to AMERITECH-OHIO Structure shall be made through AMERITECH-OHIO'S Structure Access Center, which shall be CLEC's single point of contact for all matters relating to CLEC's access to AMERITECH-OHIO'S Structure. The Structure Access Center 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.

19. STATE REGULATION

19.1 The terms and conditions in this Appendix shall be modified through negotiations between the Parties to comply with the regulation of the state in which AMERITECH-OHIO owns or controls Structure to which CLEC seeks access if such state meets the requirements of Section 224 (c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224 (c) of the Act and the applicable FCC rules pertaining thereto. Until the terms and conditions of this Appendix are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provisions herein inconsistent therewith.

20. ABANDONMENT, SALES, OR DISPOSITIONS

20.1 AMERITECH-OHIO shall notify CLEC 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 CLEC hereunder.

21. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this

Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX UNE

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**APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)**

1. INTRODUCTION

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple **AMERITECH-OHIO** UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from **AMERITECH-OHIO**. CLEC's shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with **AMERITECH-OHIO'S** network. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **AMERITECH-OHIO** means the applicable above listed ILEC doing business in Ohio.
- 1.4 The prices at which **AMERITECH-OHIO** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 1.5 Except in the case of amendment pursuant to the terms of this agreement, the list of UNEs to be provided and the terms and conditions for providing the UNEs are as set forth herein.

2. GENERAL TERMS AND CONDITIONS

- 2.1 **AMERITECH-OHIO** and CLEC may agree to connect CLEC's facilities with **AMERITECH-OHIO'S** network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).

- 2.2 **AMERITECH-OHIO** will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):
- 2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
 - 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
 - 2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c));
 - 2.2.4 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));
 - 2.2.5 With technical information regarding **AMERITECH-OHIO'S** network facilities to enable CLEC to achieve access to UNEs (47 CFR Section 51.307(e));
 - 2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
 - 2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));
 - 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 (47 CFR Section 51.313(b)).
 - 2.2.9 The parties acknowledge that the terms and conditions of this Appendix do not provide for combination of network elements by **AMERITECH-OHIO**. To the extent required by federal law, should CLEC desire this service in the future it will so notify **AMERITECH-OHIO**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.
- 2.3 As provided for herein, **AMERITECH-OHIO** will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC 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 (47 CFR § 51.309(c)).

- 2.4 AMERITECH-OHIO will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.5 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 (47 CFR § 51.311(a), (b)). If AMERITECH-OHIO contends that it is not technically feasible, AMERITECH-OHIO must make the showing to the Commission required by 47 CFR § 51.311(b).
- 2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of AMERITECH-OHIO.
- 2.8 AMERITECH-OHIO will not connect to or combine UNE's with any non-251 (c)(3) or other AMERITECH-OHIO service offerings.
- 2.9 Provisioning/Maintenance of Unbundled Network Elements
 - 2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as AMERITECH-OHIO may elect at its own discretion, provided that such routes, technologies and facilities are non-discriminatory with respect to the way AMERITECH-OHIO provides services to its own end users, affiliates, or other carriers. 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. However, CLEC may request and, to the extent required by law, AMERITECH-OHIO may agree to provide UNEs, through the Bona Fide Request (BFR) process. All of the UNEs provided for under this Agreement shall be presumed to be technically feasible within the AMERITECH-OHIO exchange areas.
 - 2.9.1.1 Nothing contained in this Appendix is intended to contradict or supersede commitments made by AMERITECH-OHIO in Accessible Letter CLEC AM00-153, or the modifications to those commitments as reflected in issue 12 of the Third Joint Progress Report Regarding the Resolution of Certain OSS, Process, Product and Performance Measurement Issues and Request for a Procedural Entry on the Remaining Disputed Issues Public Utilities Commission of Ohio Case No. 00-942-TP-COI on January 16, 2001 ("Third OSS Joint Report").

- 2.9.2 Subject to the terms herein, AMERITECH-OHIO is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. AMERITECH-OHIO is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.
- 2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to the telecommunications service provider of End User's choice. CLEC agrees to relinquish control of any such UNE concurrent with End User's selection of a different telecommunications service provider or within 45 days if the End User fail to select a new telecommunications service provider.
- 2.9.4 CLEC 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. Any interruptions involved during such testing and adjustments shall be no longer than reasonably necessary.
- 2.9.5 In the event of interference or impairment of the quality of service between services or facilities of CLEC and AMERITECH-OHIO the parties agree to the following:
- 2.9.5.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.
- 2.9.5.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to AMERITECH-OHIO'S network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.
- 2.9.5.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.
- 2.9.6 When a AMERITECH-OHIO provided tariffed or resold service is replaced by CLEC's facility based service using any AMERITECH-OHIO provided UNE(s), CLEC shall issue an appropriate service

requests, which shall serve to both disconnect the existing service and connect new service to CLEC's End User. This requests will be processed by AMERITECH-OHIO, and CLEC will be charged the applicable UNE service order charge one time, in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using AMERITECH-OHIO provided UNEs is converted to a different CLEC's service which also uses any AMERITECH-OHIO provided UNE, the requesting CLEC shall issue an appropriate service request which shall serve to both disconnect the existing service and connect new service to the requesting CLEC's End User. This requests will be processed by AMERITECH-OHIO and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

- 2.9.7 CLEC shall connect equipment and facilities that are compatible with the AMERITECH-OHIO Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 2.9.8 Unbundled Network Elements may not be connected to or combined with SBC-13STATE access services or other SBC-13STATE tariffed service offerings with the exception of tariffed Cross Connect and Collocation services where available.

2.10 Performance of UNEs

- 2.10.1 Each UNE will be provided in accordance with AMERITECH-OHIO Technical Publications or other written descriptions, if any, as changed from time to time by AMERITECH-OHIO at its sole discretion. All UNEs will be provided at the same rates terms and conditions and with the same quality of service as AMERITECH-OHIO provides for itself, any affiliate or any other telecommunications carrier.
- 2.10.2 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 which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.
- 2.10.3 AMERITECH-OHIO may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from 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 customers. AMERITECH-OHIO will provide CLEC with at least the notice required under 2.10.2.

- 2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of AMERITECH-OHIO, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.11 CLEC may order from AMERITECH-OHIO multiple individual Network Elements on a single order without the need to have CLEC send an order for each such Unbundled Network Element if such Unbundled Network Elements are (i) for a single type of service, (ii) for a single location, and (iii) for the same account and CLEC provides on the order the same detail as required when such Unbundled Network Elements are ordered individually.
- 2.12 AMERITECH-OHIO shall provide a Single Point of Contact ("SPOC") for purposes of problem resolution or escalation at each AMERITECH-OHIO ordering and provisioning center including but not limited to: 1) the Local Service Center "LSC"; and 2) the Local Operations Center "LOC". Each SPOC shall be trained to answer questions and resolve problems in connection with the provisioning, repair and maintenance of Unbundled Network Elements. For each SPOC, CLEC will be provided with telephone number and/or pager. AMERITECH-OHIO shall provide an up to date escalation list via account management or on AMERITECH-OHIO's CLEC Online website to be used when the SPOC is not responsive or unable to resolve the issue. Notice of any changes to the escalation list will be sent according to the notice provisions of this Agreement.
- 2.13 AMERITECH-OHIO will provide CLEC with a Firm Order Confirmation (FOC) for each order. If AMERITECH-OHIO encounters a circumstance where it is aware that it cannot meet the above requirements, AMERITECH-OHIO must provide notice to CLEC. The FOC will be provided in accordance with OBF guidelines and will contain the AMERITECH-OHIO commitment date for order completion ("**Committed Due Date**"), which Committed Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 2.14 AMERITECH-OHIO will provide CLEC electronically, via OSS, with a completed order confirmation per order.
- 2.15 Intentionally left blank.

2.16 Intentionally left blank.

2.17 **AMERITECH-OHIO** shall provide notification electronically of any instances when Ameritech's Committed Due Dates are in jeopardy of not being met by **AMERITECH-OHIO** on any element or feature contained in any order for a Unbundled Network Element. Ameritech will endeavor to provide such notice within 72 hours and indicate a new Committed Due Date within 24 hours of the notice of jeopardy 90 percent of the time.

3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which **AMERITECH-OHIO** agrees to provide CLEC 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 CLEC access to multiple **AMERITECH-OHIO** UNEs which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested **AMERITECH-OHIO** Central Office.

3.1.1.1 (Method 1)

AMERITECH-OHIO will extend **AMERITECH-OHIO** UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC 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.

3.1.1.2 (Method 2)

AMERITECH-OHIO will extend **AMERITECH-OHIO** UNEs that require cross connection to the CLEC'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.

3.1.1.3 (Method 3)

AMERITECH-OHIO will extend **AMERITECH-OHIO** UNEs

to the CLEC's UNE frame that is located outside the AMERITECH-OHIO Central Office where the UNEs are to combined in a closure such as a cabinet provided by AMERITECH-OHIO on AMERITECH-OHIO property.

- 3.2 The following terms and conditions apply to all methods when AMERITECH-OHIO provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:
- 3.2.1 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 the requesting CLEC 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.
 - 3.2.2 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.
 - 3.2.3 The CLEC 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.
 - 3.2.4 CLECs may elect to access AMERITECH-OHIO'S UNEs through Physical Collocation arrangements.
 - 3.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
 - 3.2.6 CLEC shall refer trouble sectionalized in the AMERITECH-OHIO UNE to AMERITECH-OHIO.
 - 3.2.7 Prior to AMERITECH-OHIO providing access to UNEs under this Appendix, CLEC and AMERITECH-OHIO shall provide each other with a point of contact for overall coordination.
 - 3.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
 - 3.2.9 All tools, procedures, and equipment used by CLEC to connect to

AMERITECH-OHIO'S network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.

- 3.2.10 CLEC shall be responsible for CLEC's personnel OBSERVING AMERITECH-OHIO'S site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If AMERITECH-OHIO for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on AMERITECH-OHIO'S premises, CLEC shall immediately comply with such request. Such person shall leave AMERITECH-OHIO'S premises promptly, and CLEC shall not furnish such person again to perform work on AMERITECH-OHIO'S premises without AMERITECH-OHIO'S consent.
- 3.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to AMERITECH-OHIO premises and/or facilities. AMERITECH-OHIO identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to AMERITECH-OHIO premises will be granted only to CLEC employees with such identification.
- 3.2.12 CLEC shall designate each network element being ordered from AMERITECH-OHIO. CLEC shall provide an interface to receive assignment information from AMERITECH-OHIO regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.2.13 AMERITECH-OHIO will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AMERITECH-OHIO shall be referred to such contact numbers.
- 3.2.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in AMERITECH-OHIO equipment areas.
- 3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to AMERITECH-OHIO UNEs will be made on an individual case basis (ICB).

3.2.15.2 AMERITECH-OHIO will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, AMERITECH-OHIO will ensure that the first CLEC obtaining Access to UNEs in a AMERITECH-OHIO premises will not be responsible for the entire cost of site preparation and security.

3.2.15.3 AMERITECH-OHIO will contract for and perform the construction and preparation activities using same or consistent practices that are used by AMERITECH-OHIO for other construction and preparation work performed in the building.

4. INTENTIONALLY OMITTED.

5. BONA FIDE REQUEST

5.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the AMERITECH-OHIO Territory.

5.2 ITEM I Bona Fide Request Process

5.2.1 A Bona Fide Request (“BFR”) is the process by which CLEC may request AMERITECH-OHIO to provide CLEC access to new, undefined UNE, (a “Request”), that is required to be provided by SBC- AMERITECH-OHIO under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC’s request.

5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the TCNet.ameritech.com, if one of the Parties is AMERITECH-OHIO. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

- 5.2.4 CLEC is responsible for all costs incurred by AMERITECH-OHIO to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate AMERITECH-OHIO for its costs incurred to complete the Preliminary Analysis of the BFR:
- 5.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover AMERITECH-OHIO preliminary evaluation costs, in which case AMERITECH-OHIO, may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 5.2.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by AMERITECH-OHIO to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 5.2.5 If CLEC submits a \$ 2,000 deposit with its BFR, and AMERITECH-OHIO is not able to process the Request or determines that the Request does not qualify for BFR treatment, then AMERITECH-OHIO will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 5.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay AMERITECH-OHIO its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AMERITECH-OHIO received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 5.2.7 AMERITECH-OHIO will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt AMERITECH-OHIO will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once AMERITECH-OHIO has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, AMERITECH-OHIO will

provide to CLEC a preliminary analysis of such Request (the “**Preliminary Analysis**”). The Preliminary Analysis will (i) indicate that AMERITECH-OHIO will offer the Request to CLEC or (ii) advise CLEC that AMERITECH-OHIO will not offer the Request. If AMERITECH-OHIO indicates it will not offer the Request, AMERITECH-OHIO will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by AMERITECH-OHIO under the Act and/or, iii) that the BFR is not the correct process for the request.

- 5.2.9 If the Preliminary Analysis indicates that AMERITECH-OHIO will offer the Request, CLEC may, at its discretion, provide written authorization for AMERITECH-OHIO to develop the Request and prepare a “BFR 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. CLEC’s written authorization to develop the BFR Quote must be received by AMERITECH-OHIO within thirty (30) calendar days of CLEC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to AMERITECH-OHIO all demonstrable costs as set forth above. Any request by CLEC for AMERITECH-OHIO to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, AMERITECH-OHIO shall provide to CLEC a BFR Quote.
- 5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse AMERITECH-OHIO for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix BFR, exercise its rights under Section 16 of the GTC. If AMERITECH-OHIO does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AMERITECH-OHIO for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 5.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to Section 16 of the GTC.

6. NETWORK INTERFACE DEVICE

- 6.1 The Network Interface Device (NID) is the unbundled network element that connects **AMERITECH-OHIO'S** loop distribution plant facilities to the End User's premises wiring, and includes all features, functions, and capabilities of the facilities used to connect the loop distribution plant to the premises wiring, regardless of the particular design of the NID mechanism. The NID includes any means of interconnection of the End User's premises wiring to **AMERITECH-OHIO'S** distribution plant. CLEC access to the NID is offered as specified below (**AMERITECH-OHIO**).
- 6.2 **AMERITECH-OHIO** will permit CLEC to connect its CLEC provided local loop to customers' inside wiring through **AMERITECH-OHIO'S** NID. The CLEC must establish the connection to **AMERITECH-OHIO'S** NID through an adjoining NID.
- 6.3 CLEC may connect to the customer's inside wire at the **AMERITECH-OHIO** NID, as is, at no charge. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **AMERITECH-OHIO** based on time and material charges. Such charges are reflected in the state specific Appendix PRICING. **AMERITECH-OHIO**, at the request of CLEC, will disconnect the **AMERITECH-OHIO** local loop from the NID, at charges reflected in the state specific Appendix Pricing. In addition, in accordance with *Third OSS Joint Report* Issue 1 c.:
- 6.3.1 **AMERITECH-OHIO** will move an internal "protector" or "station block" (which are defined as a grandfathered demarcation point that contains a non-jacked end (RJ11 or RJ21) type device) to an external location with a RJ-type device at no charge to the CLEC. **AMERITECH-OHIO** will perform such work, if it makes a customer premise visit for any reason, unless the customer specifically requests that protector, or station block not be moved. The protector or station block will be replaced with a RJ-jacked type device on an external location and **AMERITECH-OHIO** will reconnect the new device to the customers existing inside wire, except if the end user specifically directs the location to be internal. This work will be performed at no charge. **AMERITECH-OHIO** will move a working internal NID to an external location at **AMERITECH-OHIO'S** existing time and material charges on a nondiscriminatory basis for retail and wholesale customers if the CLEC

places an order for such work. AMERITECH-OHIO will waive such charges for CLEC-requested NID moves for a period of six months from the date of the Order in this proceeding.

- 6.3.2 CLEC may request an audit of AMERITECH-OHIO'S records to determine if protectors were not moved during previous technician visits. Such an audit by a CLEC may not be requested more frequently than every six months. A CLEC which requests such an audit will provide a list of orders where the CLEC required Ameritech to move a protector and Ameritech will audit its records to determine, if in any of those cases, a technician made a premises visit after December 15, 2000.
- 6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will provide its own NID, and will connect directly with the customer's inside wire, or may connect with the customers inside wire via AMERITECH-OHIO'S NID where necessary.
- 6.5 The AMERITECH-OHIO NIDs that CLEC uses under this Appendix will be existing NIDs installed by AMERITECH-OHIO to serve its customers.
- 6.6 Upon request, AMERITECH-OHIO will dispatch a technician to tag an existing End User's inside wire facilities on the End User's side of the NID. In such cases, a NID "Premise Visit" charge shall apply at charges reflected on Appendix Pricing.
- 6.7 CLEC shall not attach to or disconnect AMERITECH-OHIO'S ground. CLEC shall not cut or disconnect AMERITECH-OHIO'S loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

7. LOCAL LOOP

- 7.1 A "loop" is a dedicated transmission path between a distribution frame (or its equivalent) in a AMERITECH-OHIO Central Office and the loop demarcation point at an End User premises, including any inside wire owned by AMERITECH-OHIO. CLEC agrees to operate each loop type within the technical descriptions specified below. Unbundled loops are offered as specified below (AMERITECH-OHIO). The loop network element includes all features, functions and capabilities of the transmission facilities, including dark fiber, and attached electronics [except for those used to provision advanced services, such as DSLAMs] owned by AMERITECH-OHIO, between AMERITECH-OHIO'S central office and the loop demarcation point at the customer premise. AMERITECH-OHIO shall, upon request, condition loops to attain full functionality and capabilities.

7.1.1 **AMERITECH-OHIO** agrees to comply with the “Hot Cut” process described as Issues of 3 and 4 of the *Third OSS Report and Order*.

7.2 **AMERITECH-OHIO** will provide at the rates, terms, and conditions set out in this Appendix and in the state specific Appendix Pricing, on the following:

7.2.1 2-Wire Analog Loop

7.2.1.1 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.

7.2.1.2 If CLEC requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) **AMERITECH-OHIO** will, where available, move the requested unbundled Loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, **AMERITECH-OHIO** will within two (2) business days, excluding weekends and holidays, of CLEC’s request, notify CLEC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 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.

7.2.3 2-Wire Digital Loop

7.2.3.1 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.

7.2.4 4-Wire Digital Loop

7.2.4.1 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.

7.2.5 DSL-Capable Loop

7.2.5.1 DSL-Capable Loop will be provided according to Appendix DSL.

7.2.6 Dark Fiber

In the AMERITECH-OHIO region, 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. Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 12.4.1 and 12.5.1, below.

7.2.6.1 Interoffice Dark Fiber AMERITECH-OHIO will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is 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 CLEC when CLEC has collocation space in each AMERITECH-OHIO CO where the fibers terminate.

7.2.6.2 Loop Fiber AMERITECH-OHIO will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving AMERITECH-OHIO central office and an end user customer premise.

7.2.6.3 Sub-loop Fiber AMERITECH-OHIO will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

7.2.6.3.1 the serving AMERITECH-OHIO central office and a remote terminal/CEV/Hut; or

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

7.2.6.4 At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant Method One (Section 3.1.1.1, above).

7.2.6.5 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

7.2.6.6 Spare Fiber Inventory Availability and Condition

7.2.6.6.1 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. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

7.2.6.7 Determining Spare Fibers: **AMERITECH-OHIO** will inventory and track spare dark fibers. Spare fibers do not include the following:

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

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

7.2.6.7.2 Defective fibers

7.2.6.7.3 **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.

7.2.6.8 Quantities and Time Frames for ordering Dark Fiber:

7.2.6.8.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in

multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. (See definition of spare facilities set forth in Sections 12.4.1 and 12.5.1 above.)

7.2.6.8.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing once rates have been established. Said prices will be provided by **AMERITECH-OHIO** in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise **AMERITECH-OHIO** within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

7.2.6.8.2.1 If spare dark fiber is available, as determined under this Agreement, **AMERITECH-OHIO** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber. **AMERITECH-OHIO** will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.

7.2.6.8.3 Dark fiber will be assigned to CLEC 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 CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 12.6.2.

7.2.6.9 Right of Revocation of Access to Dark Fiber

7.2.6.9.1 **AMERITECH-OHIO** may reclaim dark fiber from a CLEC upon at least 12 months written notice to the CLEC only if:

7.2.6.9.1.1 **AMERITECH-OHIO** negotiates with the CLEC in good faith to address the CLEC's concerns related to Ameritech's proposed reclamation, including issues related to coordination and timing for the purpose of minimizing service disruption;

7.2.6.9.1.2 **AMERITECH-OHIO** demonstrates to the satisfaction of the CLEC or the Commission that **AMERITECH-OHIO** reasonably needs the dark fiber to meet its carrier-of-last-resort responsibilities within 12 months following the reclamation; and

7.2.6.9.1.3 **AMERITECH-OHIO** provides the CLEC with an alternative facility with the same bandwidth the CLEC was using or had a contractual commitment with an End User to provide prior to Ameritech reclaiming the facility, provided the alternative facility does not result in any additional costs or charges to the CLEC or reduce the quality of the CLEC's services.

7.2.6.10 Access Methods specific to Dark Fiber The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **AMERITECH-OHIO** approved splitter shelf. This arrangement allows for non-intrusive testing.

7.2.6.11 Installation and Maintenance for Dark Fiber **AMERITECH-OHIO** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

7.2.7 **Sub-Loop Elements**

AMERITECH-OHIO will provide sub-loop elements as unbundled network elements as set forth in this Appendix.

7.2.7.1 A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible terminals. An accessible terminal is a 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 including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

7.2.7.2 CLEC may request access to the following sub-loop segments:

<u>FROM:</u>	<u>TO:</u>
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
9. Terminal	Network Interface Device
10. NID	Stand Alone
11. *SPOI (Single Point of Interface)	Stand Alone

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

- 7.2.7.3 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish Collocation and/or the sub-loop interconnection arrangement(s) necessary to interconnect to the **AMERITECH-OHIO** sub-loop network. When CLEC submits a request to provide information on sub-loop(s) availability, appropriate rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop 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 sub-loop facilities. Spare sub-loop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis. Sub-loop inquiries do not serve to reserve sub-loop(s).
- 7.2.7.4 Several options exist for Collocation or sub-loop interconnection 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. Should additional rights of way be required to accommodate CLEC's access to sub-loop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. Also, prior to submitting the ASR the CLEC will have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement sub-loops.
- 7.2.7.5 Subloops will be provided without conditioning, unless conditioning of subloops is requested by CLEC. Pricing for conditioning of subloops will be pursuant to Appendix Pricing. All other terms and conditions related to conditioning of subloops will be pursuant to the terms and conditions that would control conditioning of the full loop of which the particular ordered subloop is a part.

- 7.2.7.6 Sub-loops are not available for combination by **AMERITECH-OHIO** with any Unbundled Network Elements or service.
- 7.2.7.7 The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the **AMERITECH-OHIO** switch will be lost.
- 7.2.7.8 Access to sub-loop will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire DSL sub-loops, two-wire digital (ISDN) sub-loops, four-wire DS1 sub-loops, and DS3 sub-loops. Each of the listed sub-loops will be similar to the related existing unbundled loop product offering. Access to the sub-loop unbundled network elements will be provided at TELRIC based prices. Said prices will be in accordance with Appendix Pricing.
- 7.2.7.9 Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

7.2.8 Loop Frequency Unbundling

- 7.2.8.1 The High Frequency Portion of the Loop (HFPL) will be provided according to Appendix DSL.

8. LOCAL SWITCHING

- 8.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-OHIO**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

9. SHARED TRANSPORT

- 9.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-OHIO**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

10. TANDEM SWITCHING

- 10.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-OHIO**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

11. PACKET SWITCHING

- 11.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify **AMERITECH-OHIO**, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

12. INTEROFFICE TRANSPORT

- 12.1. **AMERITECH-OHIO** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

12.2. Unbundled Dedicated Transport

12.2.1. Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and technically feasible) between two Wire Centers or switches owned by **AMERITECH-OHIO** or between a Wire Center or switch owned by **AMERITECH-OHIO** and a CLEC owned or provided switch. The Parties agree that UDT may not be used to replace access services, except as otherwise specifically set out herein.

12.2.2. **AMERITECH-OHIO** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC 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).

12.2.3. UDT includes the following elements:

- 12.2.3.1. Interoffice Transport Facility– Is a circuit between two **AMERITECH-OHIO** Wire Centers.
- 12.2.3.2. Entrance Facility – Is a circuit from **AMERITECH-OHIO** serving Wire Center to the CLEC's location.
- 12.2.3.3. Multiplexing – Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.
- 12.2.3.4. Other Optional features are outlined in Appendix Pricing.

12.3. Diversity

- 12.3.1. When requested by CLEC and only where such interoffice facilities exist at the time of CLEC 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.
- 12.3.2. **AMERITECH-OHIO** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **AMERITECH-OHIO** for CLEC specific diversity, **AMERITECH-OHIO** will advise CLEC of the applicable additional charges. **AMERITECH-OHIO** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

12.4 Digital Cross-Connect System (DCS)

- 12.4.1 **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 interexchange carriers. DCS requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

12.5 Network Reconfiguration Service (NRS)

- 12.5.1 **AMERITECH-OHIO** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

- 13.1 **AMERITECH-OHIO** will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

14 SIGNALING NETWORKS AND CALL-RELATED DATABASES

- 14.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **AMERITECH-OHIO'S** signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 45.7.2).

15 OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 15.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **AMERITECH-OHIO'S** databases and information. **AMERITECH-OHIO** will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

16 CROSS CONNECTS

- 16.1 Intentionally Omitted
- 16.2 Pricing for Sections 13.3, 13.4 and 13.5 for **AMERITECH-OHIO** are provided as set forth in Appendix Pricing. For all other cross-connect pricing for **AMERITECH-OHIO** refer to the applicable state tariff.

16.3 The applicable Loop cross connects to point of access for the purpose of CLEC combining a **AMERITECH-OHIO** Loop with another **AMERITECH-OHIO** UNE are as follows:

16.3.1 2-Wire Analog Loop to UNE Connection Methods point of access

16.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access

16.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access

16.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access

16.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Unbundled Dedicated Transport to another **AMERITECH-OHIO** UNE are as follows:

16.4.1 DS-1 to UNE Connection Methods point of access

16.4.2 DS-3 to UNE Connection Methods point of access

16.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another **AMERITECH-OHIO** UNE are as follows:

16.5.1 Analog Line Port to UNE Connection Methods point of access

16.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.

16.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access

16.5.4 Analog DID Trunk Port

16.6 Maintenance of Elements

16.6.1 If trouble occurs with unbundled network elements provided by **AMERITECH-OHIO**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **AMERITECH-OHIO'S** equipment and/or facilities, CLEC will issue a trouble report to **AMERITECH-OHIO**.

- 16.6.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and AMERITECH-OHIO dispatches personnel to the End User's premises or a AMERITECH-OHIO Central Office and 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 applicable state tariffs.
- 16.6.3 CLEC shall pay Time and Material charges when AMERITECH-OHIO dispatches personnel and the trouble is in equipment or communications systems owned or leased by the end user, unless covered under a separate maintenance agreement.
- 16.6.4 CLEC 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.
- 16.6.5. If CLEC issues a trouble report allowing AMERITECH-OHIO access to the End User's premises, AMERITECH-OHIO and CLEC shall schedule an appointment for access to such End User's premises. If AMERITECH-OHIO personnel are dispatched as scheduled but denied access to 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.
- 16.6.6 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 AMERITECH-OHIO performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AMERITECH-OHIO performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AMERITECH-OHIO performed other than on a normally scheduled workday.
- 16.6.7 If CLEC requests or approves a AMERITECH-OHIO technician to

perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

16.6.8. In response to a trouble ticket initiated by CLEC where **AMERITECH-OHIO** determines in error that the trouble is in CLEC's network or CLEC's end users equipment or communications systems, and CLEC subsequently finds the trouble resides in **AMERITECH-OHIO** network, CLEC will be credited for all **AMERITECH-OHIO** trouble isolation costs the original trouble ticket, and if deemed necessary, subsequent trouble tickets warranted to the same case of trouble. In addition, CLEC may charge **AMERITECH-OHIO** after closing of the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tariffed amount that **AMERITECH-OHIO** could charge CLEC under **AMERITECH-OHIO's** tariff for the same service, provided that CLEC's time for trouble isolation must be reasonable in relation to the work actually performed, and further provided that **AMERITECH-OHIO** may pay such charges to CLEC by means of an identifiable credit on CLEC's account. If either Party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement.

17 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

17.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

18 RESERVATION OF RIGHTS

18.1 **AMERITECH-OHIO's** provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in United States Telecom Association, et. al v. FCC, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order In the Matter of the Local Competition Provisions of the

Telecommunications Act of 1996, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98 (collectively the "Orders"). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, neither Party waives any of its with respect to such Orders, including but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In any event, following Commission approval of the Amendment incorporating the appropriate conforming modifications into the Agreement ("Conforming Amendment"), the rates, terms and conditions of such Conforming Amendment shall be retroactively trued-up back to the effective date of the order that prompted the parties to negotiate, unless both parties otherwise agree to some other effective date.

APPENDIX CH

APPENDIX CLEARINGHOUSE (CH)**1. RESERVATION**

- 1.1 At the present time CLEC does not desire this service. If CLEC desires this service in the future it will so notify AMERITECH-OHIO, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

APPENDIX HOSTING

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APPENDIX HOSTING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the Hosting Company will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).
- 1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; 2) Intercompany Revenue Settlement Services; and 3) In-Region Non-Intercompany Revenue Settlement Services ("Agreement").
 - 1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (RAO) company.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, AMERITECH-OHIO means the applicable above listed ILEC doing business in Ohio.
- 1.5 The prices at which AMERITECH-OHIO agrees to provide CLEC Hosting responsibilities are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DEFINITIONS

- 2.1 **"Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System"** – Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.

- 2.2 **“Centralized Message Distribution System” (CMDS)** – means all the applications located in the Telcordia Technologies St. Louis facility are used for the exchange of data between LECs that are Direct Participants of the systems.
- 2.3 **“Direct Participants” (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
- 2.3.1 New England Telephone Company
 - 2.3.2 New York Telephone Company
 - 2.3.3 Bell Atlantic, NJ
 - 2.3.4 Bell Atlantic, PA
 - 2.3.5 Bell Atlantic, DE
 - 2.3.6 Bell Atlantic, DC
 - 2.3.7 Bell Atlantic MD
 - 2.3.8 Bell Atlantic VA
 - 2.3.9 Bell Atlantic WV
 - 2.3.10 Southern Bell Telephone Company
 - 2.3.11 South Central Bell Telephone Company
 - 2.3.12 Ohio Bell Telephone Company (Ameritech)
 - 2.3.13 Michigan Bell Telephone Company (Ameritech)
 - 2.3.14 Indiana Bell Telephone Company (Ameritech)
 - 2.3.15 Illinois Bell Telephone Company (Ameritech)
 - 2.3.16 Wisconsin Bell, Inc. (Ameritech)
 - 2.3.17 Northwestern Bell Telephone Company
 - 2.3.18 Southwestern Bell Telephone company
 - 2.3.19 Mountain Bell Telephone Company
 - 2.3.20 Pacific Bell Telephone Company
 - 2.3.21 Nevada Bell Telephone Company
 - 2.3.22 Southern New England Telephone Company
 - 2.3.23 Cincinnati Bell Telephone Company
- 2.4 **“Exchange Message Interface (EMI)”** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.5 **“Full Status Revenue Accounting Office (RAO)”** – CLEC that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.
- 2.6 **“Intentionally Omitted**
- 2.7 **“Intercompany Settlements” (ICS)** - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or

LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.

- 2.8 **“Local Exchange Carriers (LECs) or “Exchange Carriers (ECs) ”** - facilities-based providers of local telecommunication services.
- 2.9 **“Message Distribution (Transmission)”** is a collection of data designated to be delivered to the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.
- 2.10 **“Non-Intercompany Settlement (NICS)”** (AMERITECH-OHIO only) is a revenue exchange process for messages which originate from CLEC and bill to AMERITECH-OHIO and message which originate from AMERITECH-OHIO and bill to CLEC. NICS message must originate and bill within the same AMERITECH-OHIO Company.
- 2.11 **“Non-Full Status Revenue Accounting Office (RAO)”** - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 All data forwarded from the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.
- 3.2 When CLEC delivers to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.
- 3.3 If CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region

network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

- 3.4 For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. DESCRIPTION OF BILLING SERVICES

4.1 Monthly Billing

- 4.1.1 Each month, **AMERITECH-OHIO** shall calculate the total amount due. This calculation will include:

4.1.1.1 Transmission fee

4.1.1.2 ICS settlement processing fee

4.1.1.3 ICS revenue, originated by Ameritech and ICS revenue originated by CLEC

4.1.1.4 NICS revenue, originated by Carrier and NICS revenue originated by Ameritech

- 4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C)

- 4.1.3 **AMERITECH-OHIO** shall provide collection and distribution of messages that are designated to be delivered to the CLEC.

- 4.1.4 **AMERITECH-OHIO** shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.

- 4.1.5 CLEC – CLEC must provide Ameritech a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore). **AMERITECH-OHIO** advise Telcordia Technologies to convert the RAO code with **AMERITECH-OHIO** advise Telcordia Technologies to convert to a hosted status.

- 4.1.6 Intentionally Omitted.
- 4.1.7 CLEC subscribing to Hosting services with AMERITECH-OHIO prior to the effective date of this agreement and sharing an AMERITECH-OHIO RAO may continue this service using AMERITECH-OHIO RAO. One exception is when the CLEC is providing Hosting service using AMERITECH-OHIO as an intermediary. In this situation, a Full Status RAO is required.
- 4.1.8 CLEC - If access records are received from the CMDS system, AMERITECH-OHIO shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records.
- 4.1.9 Intentionally Omitted.
- 4.1.10 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both AMERITECH-OHIO and CLEC shall send/receive data in EMI format. AMERITECH-OHIO and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.
- 4.1.11 CLEC may return to AMERITECH-OHIO any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by AMERITECH-OHIO and the charges therefore deducted for reimbursement amount owing to AMERITECH-OHIO. CLEC shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.
- 4.1.12 (ILEC only) CLEC may request changes to existing services and/or the provision of new services pursuant to the procedures detailed in Exhibit B.

4.2 INTERCOMPANY SETTLEMENT (ICS)

- 4.2.1 AMERITECH-OHIO will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:
 - 4.2.1.1 The call must be transported by a LEC.
 - 4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated.

4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.

4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between **AMERITECH-OHIO** and CLEC. ICS settlement will be incorporated in to the CLEC's monthly invoice.

4.3 NON-INTERCOMPANY SETTLEMENT (NICS)

4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by **AMERITECH-OHIO** and billed by the CLEC, or messages originated by the CLEC and billed by **AMERITECH-OHIO** within the same **AMERITECH-OHIO** Ameritech State. For example, an alternately billed call originating within **AMERITECH-OHIO** territory and billed to a CLEC within **AMERITECH-OHIO** would be covered by this section; a call originating within **AMERITECH-OHIO** but billing outside of **AMERITECH-OHIO** would not be NICS.

4.3.2 900 calls are handled by Interexchange Carriers (IXCs) through the Meet Point Billing arrangement when the service is jointly provided. 976 Calls billed to an in-region credit card or third number will be handled via the **AMERITECH-OHIO** State specific settlement process. 976 calls billed to a credit card or third number outside of **AMERITECH-OHIO's** region will be handled via CMDS and Third Number Settlement (CATS) process.

4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between **AMERITECH-OHIO** and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.

4.3.4 CLECs subscribing to Hosting services with **AMERITECH-OHIO** prior to the effective date of this agreement and sharing an **AMERITECH-OHIO** RAO, may continue this service using **AMERITECH-OHIO's** RAO. One exception is when the CLEC is providing Hosting service using **AMERITECH-OHIO** as an intermediary. In this situation, a Full Status RAO is required.

4.3.5 Intentionally Omitted.

4.3.6 Intentionally Omitted.

- 4.3.7 For calls originating and billing within a non- **AMERITECH-OHIO**, CLEC should obtain NICS agreements with the LECs in that state.

5. BASIS OF COMPENSATION

- 5.1 CLEC shall pay a one-time set-up charge, half (½) due at contract signing and half (½) due with first billing and for services as set forth in Exhibit A, Price Schedule. If **AMERITECH-OHIO** is already providing the service described in this Appendix to CLEC under a predecessor agreement, this section shall not apply.
- 5.2 Monthly charges shall be billed as set forth in Exhibit A. Payments shall be due within thirty (30) days of the date of the invoice. Late payments will be subject to late payment charges as provided for in the General Terms and Conditions.

6. TERM OF AGREEMENT

- 6.1 The term of this appendix will be the same as the term of the interconnection agreement to which it is attached.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

Exhibit A
Hosting Price Schedule
AMERITECH-OHIO region

1. **Start-Up Fee:** \$16,000

One time fee for enabling the AMERITECH-OHIO billing systems to accept CLEC's data and aggregate for distribution.

Included in the startup fee is one training session for HOSTING.

2. **Basic Price Components – CLEC/ILEC in Region:**

- A. Message distribution Fees:
1) Monthly transmission fee \$250
- B. ICS Settlement (CLEC only)
1) Monthly settlement processing fee \$200

1. **Basic Price Components - ILEC:**

- A. Message distribution Fees:
- 1) CLEC will pay AMERITECH-OHIO according a negotiated price schedule based on message volumes and/or a minimum payment per month.

<u>i.e.: Number of Messages per Month</u>	<u>Rate per Message</u>
0 – xxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
over xxxx	.xx

- Consulting** \$150/hour

Hourly rate for customer requesting additional assistance outside of the daily exchange of data i.e. additional training or CLEC processing problems. (There is a minimum two (2) hour charge for each request)

Exhibit B
Change Request by Carrier
AMERITECH-OHIO region

For purposes of this Exhibit, Interfacing Company shall mean Ameritech.

When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.

Change Requests:

- Both parties must agree that the specification accurately describe the work to be performed. CLEC will authorize the specifications in writing.**
- The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.**
- CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.**
- Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.**

General:

- Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.**
- CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by CLEC in writing.**
- For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.**

System Embargo:

- Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been**

received. Change requests received during an embargo will be handled on an individual case basis.

APPENDIX DSL
(Including Line Sharing or HFPL)

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-OHIO means the applicable above listed ILEC doing business in Ohio.
- 1.4 The prices at which AMERITECH-OHIO agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.
- 1.5 Not Used.
- 1.6 AMERITECH-OHIO agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a “loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a “subloop” is defined as any portion of the loop from AMERITECH-OHIO’s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in AMERITECH-OHIO’s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC’s

Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

- 2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 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 CLEC in those instances where AMERITECH-OHIO also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.
- 2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another 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 standards body.
- 2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 "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).
- 2.8 "Proof of Continuity" 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. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”

- 2.9 “xDSL Capable Loop” is a loop that a CLEC may use to deploy xDSL technologies.
- 2.10 “Acceptance Testing” shall be defined as the joint testing for xDSL loops between **AMERITECH-OHIO’S** Technician, its Local Operations Center (“LOC”), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.
- 2.11 “Line Share Turn-Up Test” shall be defined as the testing for HFPL by **AMERITECH-OHIO** as more specifically described in Section 8.
- 2.12 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (“Plan of Record” or “POR”) refers to **AMERITECH-OHIO’S** December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.
- 2.13 The “Splitter” is a device that divides the data and voice signals concurrently moving across the 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 the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.14 Digital Subscriber Line Access Multiplexer” (“DSLAM”) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.
- 2.15 “Cooperative Testing” shall be defined as the joint testing for xDSL loops between **AMERITECH-OHIO’S** Technician, its Local Operations Center (“LOC”), and the CLECs designated test representative for the purpose of verifying Continuity in a maintenance and repair flow as more specifically described in Section 8.7.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

- 3.1 Unless otherwise noted, all references to “loop” in Sections 3.1 - 3.8 includes **AMERITECH-OHIO’S** HFPL offering unless otherwise noted.
- 3.2 **AMERITECH-OHIO** will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. **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. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.

- 3.3 AMERITECH-OHIO shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless AMERITECH-OHIO has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.4 In the event the CLEC wishes to introduce a 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, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services
- 3.5 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will submit to AMERITECH-OHIO the following information as required by paragraph 204 of the Third Report And Order In CC Docket No. 98-147 And Fourth Report And Order In CC Docket No. 96-98, Adopted: November 18, 1999, Released: December 9, 1999.
 - 3.5.1 Where the requesting carrier asserts that the technology it seeks to deploy fits within a generic power spectral density (PSD) mask, it also must provide Spectrum Class information for the technology.
 - 3.5.2 Where a requesting carrier relies on a calculation-based approach to support deployment of a particular technology, it must provide the incumbent LEC with information on the speed and power at which the signal will be transmitted.
 - 3.5.3 The documentation should also include the date of approval or deployment, any limitations included in its deployment, and a statement that to CLEC's knowledge the deployment did not significantly degrade the performance of other services.

3.6 Liability

- 3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether CLEC 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.
- 3.6.2 In the event of interference or impairment of the quality of service between services or facilities of CLEC and AMERITECH-OHIO the parties agree to the following:
- 3.6.2.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.
- 3.6.2.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to AMERITECH-OHIO’Ss network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.
- 3.6.2.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

- 4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the of ordering, notify AMERITECH-OHIO as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.
- 4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC 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). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

- 4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps 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 associated Appendix Pricing.
- 4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC 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). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.
- 4.1.4 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 to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, AMERITECH-OHIO will make the following options available to CLEC:
 - 4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting AMERITECH-OHIO to make copper facilities available (subject to Section 4.6 below).
 - 4.1.4.2 The CLEC has the option of collocating a DSLAM in AMERITECH-OHIO'S Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at AMERITECH-OHIO RTs, AMERITECH-OHIO will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

- 4.1.4.3 Where the CLEC is unable to obtain spare 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 a requesting CLEC to collocate its DSLAM in AMERITECH-OHIO'S remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.
- 4.1.5 When AMERITECH-OHIO is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide AMERITECH-OHIO with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide AMERITECH-OHIO with a technical description of the technology (including power mask) for inventory purposes.
- 4.1.5.1 xDSL technologies may only reside in the HFPL, preserving a "buffer zone" to ensure the integrity of voice band traffic.
- 4.2 When AMERITECH-OHIO traditional retail POTS services are disconnected, AMERITECH-OHIO will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to underlying Pricing Appendix. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.
- 4.3 AMERITECH-OHIO shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.
- 4.4 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.
- 4.5 AMERITECH-OHIO will not be required to provide narrowband service to CLEC "A" and broadband service to CLEC "B" on the same loop. Any line splitting between two CLECs shall be accomplished between those parties and shall not utilize any AMERITECH-OHIO splitters, equipment, or cross connect to facilitate line splitting between such CLECs. Unless otherwise ordered by the

Commission, AMERITECH-OHIO will not be required to modify its OSS systems to facilitate line-splitting, however, AMERITECH-OHIO may not otherwise restrict a CLEC's use of OSS Systems merely because the CLEC is line splitting with another CLEC.

- 4.6 This Agreement neither imposes on AMERITECH-OHIO an obligation to provision xDSL capable loops in any instance where physical facilities do not exist nor relieves AMERITECH-OHIO of any obligation that AMERITECH-OHIO may have outside this Agreement to provision such loops in such instance. AMERITECH-OHIO shall be under no obligation to provide HFPL where AMERITECH-OHIO is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. CLEC shall pay AMERITECH-OHIO for conditioning performed at CLEC's request pursuant to Sections 7.1 and 7.2 below.
- 4.7 AMERITECH-OHIO will not deny a requesting CLEC's right to deploy non-standard xDSL-based technology that do not conform to the national 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) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
- 4.7.1 Upon request by CLEC, AMERITECH-OHIO will cooperate in the testing and deployment of non-standard xDSL-based technology or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
- 4.7.2 If it is demonstrated that the non-standard xDSL based 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 CLEC as follows:
- 4.7.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then AMERITECH-OHIO will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.
- 4.7.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at

an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. 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 provided for in this Appendix.

4.7.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if CLEC, AMERITECH-OHIO or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then the party making the claim must notify the causing carrier and allow that carrier 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 CLEC, AMERITECH-OHIO or another CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

4.7.3 Each Party must abide by Commission or FCC-approved spectrum management standards. AMERITECH-OHIO will not impose its own standards for provisioning xDSL services. However, AMERITECH-OHIO will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

- 5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLEC's collocation arrangement area (whether caged or cageless) consistent with AMERITECH-OHIO'S standard collocation practices and procedure. When virtually collocated, AMERITECH-OHIO will install, provision and maintain splitters under the terms of virtual collocation.
- 5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, **AMERITECH-OHIO** voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease

splitters in accordance with the terms set forth herein. AMERITECH-OHIO will determine where such AMERITECH-OHIO-owned splitters will be located in each central office. AMERITECH-OHIO owned splitters will be placed in a common area accessible to CLECs if space is available. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Upon CLEC's request, AMERITECH-OHIO will perform testing and repair at the AMERITECH-OHIO-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by AMERITECH-OHIO, CLEC shall pay AMERITECH-OHIO for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 AMERITECH-OHIO will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide AMERITECH-OHIO with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, AMERITECH-OHIO shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the AMERITECH-OHIO central office. For requests for AMERITECH-OHIO provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLECs Collocation Application. Installation intervals will be consistent with the collocation intervals for the applicable state.

5.1.2.1.2 Forecasts will be non-binding on both ILECs and CLECs. As such, AMERITECH-OHIO will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.

5.1.2.2 Splitter provisioning will use standard AMERITECH-OHIO configuration cabling and wiring in AMERITECH-OHIO locations. Connecting Block layouts will reflect standard

recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-100. All arrangements must be consistent with AMERITECH-OHIO'S Operational Support Systems ("OSS").

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

5.1.2.4 All AMERITECH-OHIO-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.

5.1.2.5 When an end-user disconnects AMERITECH-OHIO'S POTS service, AMERITECH-OHIO will advise the end user to also notify their data CLEC. AMERITECH-OHIO will also notify the CLEC of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

5.1.2.6 AMERITECH-OHIO retains the sole right to select AMERITECH-OHIO-owned splitter equipment and installation vendors.

5.2 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, AMERITECH-OHIO will install the splitter in an AMERITECH-OHIO bay and AMERITECH-OHIO will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.3 Splitter provisioning will use standard AMERITECH-OHIO configuration cabling and wiring in AMERITECH-OHIO locations. In situations where the CLEC owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with AMERITECH-OHIO Operations Support Systems ("OSS").

- 5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

- 6.1 General: **AMERITECH-OHIO** will provide CLEC 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, CLEC 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. Upon successful negotiations through Change Management for all terms, conditions, and applicable charges relating to providing "maintenance records" as part of loop qualification, **AMERITECH-OHIO** and CLEC will amend this agreement to reflect such terms, conditions, and applicable charges and promptly file an amended agreement with the Commission for its review and/or approval.
 - 6.1.1 SBC will provide access to its new DSL Tracking Inquiry Tool (DTI) and Distribution Area (DA) information from its internal network systems. The combination of these two tools provide the CLECs with the ability to identify, within a smaller geographic area in a wire center, where loops are served by integrated loop carrier or universal loop carrier.
- 6.2 Loop Pre-Qualification: Subject to 6.1 above, **AMERITECH-OHIO'S** pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, **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 the CLEC and is available at no charge.
- 6.3 Loop Qualification: Subject to 6.1 above, **AMERITECH-OHIO** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, 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 two separate pricing elements: mechanized and manual.

- 6.3.1 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 6.1 above will return information in all fields described in AMERITECH-OHIO'S Plan of Record when such information is contained in AMERITECH-OHIO'S electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.
- 6.3.2 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. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.
- 6.4 All two categories of loop qualification are subject to the following:
 - 6.4.1 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 the CLEC.
 - 6.4.2 If a CLEC 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.
 - 6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that AMERITECH-OHIO perform conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.
 - 6.4.4 For HFPL, if CLEC'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 the CLEC'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.

7. PROVISIONING

- 7.1 Provisioning: AMERITECH-OHIO will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other

advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **AMERITECH-OHIO** beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, **AMERITECH-OHIO'S** maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, **AMERITECH-OHIO** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC 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 less than 12,000 feet, **AMERITECH-OHIO** will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.

- 7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning **AMERITECH-OHIO** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.
- 7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals. If the parties cannot agree upon such intervals within a reasonable time, either party may invoke the dispute resolution procedures of the Agreement.
 - 7.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, 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 or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **AMERITECH-OHIO'S** tariffed xDSL-based services, or its affiliate's, whichever is less.
 - 7.3.2 The provisioning and installation intervals for xDSL-capable loops and HFPL 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 less. For HFPL orders, intervals are contingent upon CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may

be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

- 7.3.3 Orders to convert existing stand-alone DSL-capable UNE loops to line shared loops, regardless of quantity, will be handled as Special Projects. The interval for such conversions will be determined on a case-by-case basis and will be jointly agreed upon by the Parties.
- 7.3.4 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.
- 7.3.5 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.
- 7.3.6 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL 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
- 7.3.7 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL 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.
- 7.3.8 The provisioning and installation interval for xDSL-capable loops and HFPL, 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 or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **AMERITECH-OHIO'S** tariffed xDSL-based services, or its affiliate's, whichever is less.

8. TESTING0

- 8.1 **AMERITECH-OHIO** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **AMERITECH-OHIO** provides HFPL, continuity is generally assumed as **AMERITECH-OHIO** retail POTS service is operating at the time of the order. Generally, **AMERITECH-OHIO** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, **AMERITECH-OHIO** will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.
- 8.2 Should the CLEC 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. Acceptance Testing as designed, developed and deployed, shall test the CLEC loop to verify gross defects such as opens, shorts, grounds and crosses.
- 8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC 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.
- 8.3 Acceptance Testing Procedure:
- 8.3.1 Upon delivery of a loop to/for the CLEC, **AMERITECH-OHIO'S** field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.
- 8.3.1.1 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.
- 8.3.1.2 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.
- 8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide **AMERITECH-OHIO** with a confirmation number and **AMERITECH-OHIO** will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

- 8.3.3 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 the CLEC 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 CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **AMERITECH-OHIO** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **AMERITECH-OHIO** with a confirmation number and **AMERITECH-OHIO** will complete the order. If CLEC 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.
- 8.3.4 Until such time as the CLEC and **AMERITECH-OHIO** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **AMERITECH-OHIO** agrees that should the CLEC 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 CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 8.3.5 **AMERITECH-OHIO** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through a busy signal, 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 the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.
- 8.3.5.1 **AMERITECH-OHIO** will commence the ten (10) minute time limit measurement after the call is connected from the LOC representative to the CLEC and the phone begins to ring provided that the call is answered, that there is no busy signal or that the Ameritech-Ohio technician is not placed on hold for over ten (10) minutes.

- 8.3.6 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.

8.4 Acceptance Testing Billing

- 8.4.1 The CLEC 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, the CLEC may indicate that it believes that AMERITECH-OHIO is failing to install loops that are acceptable under the terms and definitions of this Appendix.

- 8.4.1.1 AMERITECH-OHIO will perform an unbiased sampling of the CLEC's service orders by mutually acceptable sampling process. All data shall be available to CLEC for verification. If the sampling establishes that AMERITECH-OHIO is correctly provisioning loops with continuity and ordered conditioning 90% of the time over any 2 month period of time, AMERITECH-OHIO may continue charging for Acceptance Testing for all the same percentage of tests as shown by the sample. If the sampling results show that AMERITECH-OHIO is not correctly provisioning loops 90% of the time, or greater, AMERITECH-OHIO may then perform a comprehensive analysis of the population and will not charge for any tests until a 90% result is obtained over a two month period.

- 8.4.1.2 If the sampling results from Section 8.4.1.1 above show that AMERITECH-OHIO is in non-compliance with the conditioning success rate, as defined in this Appendix, then the CLEC 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 the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

- 8.4.1.3 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 8.4.1.2 above, be performed to determine whether AMERITECH-OHIO can show compliance with the minimum success rates, as defined in Section 8.4.1.1 above. If the sampling result show AMERITECH-OHIO is again in compliance, billing for Acceptance Testing shall resume.

8.4.1.4 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.

8.4.1.5 Beginning November 1, 2000, the AMERITECH-OHIO delivery commitment, as defined by this Appendix in section 8.4.1.1, changes from 80% to 90%.

8.5 The charges for Acceptance Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	\$40.92	\$22.60

**Rates subject to tariff changes.

If requested by the CLEC, 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.

8.6 Line Sharing Turn-Up Testing Procedures:

8.6.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by AMERITECH-OHIO'S 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.

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

- 8.6.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test described in 8.6.1 above.

8.7 Cooperative Testing

- 8.7.1 If for whatever reason CLEC was unable to respond to the LOC as noted in Section 8.3.5 of this Appendix, CLEC has the right to, at its discretion, initiate a request for Cooperative Testing.
- 8.7.2 AMERITECH-OHIO and CLEC agree to implement Cooperative Testing during the repair and maintenance cycle of xDSL capable loops delivery.
- 8.7.3 Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.
- 8.7.4 If the trouble ticket was opened without a request for Cooperative Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

8.7.5 Cooperative Testing Procedure:

8.7.5.1 The **AMERITECH-OHIO** field technician will call the LOC and the LOC will contact the CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.7.5.2 If the loop passes the “Proof of Continuity” parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill CLEC for the Cooperative Testing.

8.7.5.3 If the Cooperative testing fails “Proof of Continuity” parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with the CLEC 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 CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact the CLEC for another Cooperative Test.

8.7.5.4 **AMERITECH-OHIO** LOC will contact CLEC to initiate Cooperative Testing. If CLEC places the LOC on hold for an extended period of time without response (10 minutes or longer), the LOC tester reserves the right to close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Cooperative Test had been completed and the loop accepted.

8.7.6 The charges for Cooperative Testing are set forth in the applicable tariff: FCC No. 2; Sec. 13.3.4 (C)(1)(c).

9. MAINTENANCE/SERVICE ASSURANCE

9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2 Narrowband/voice service: If the narrowband, or voice, portion of the 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 if possible. In any case, AMERITECH-OHIO shall attempt to notify the end user and CLEC for permission any time AMERITECH-OHIO repair effort has the potential of affecting service on the broadband portion of the loop. AMERITECH-OHIO may proceed with repair of the voice circuit if unable to reach end- user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval.

- 9.3 AMERITECH-OHIO will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals AMERITECH-OHIO provides its advanced services affiliates for the HFPL.

9.3.1 If the CLEC opens a trouble ticket for the HFPL portion of the loop to AMERITECH-OHIO and the problem is determined to be in the CLEC's network, the CLEC will pay AMERITECH-OHIO the applicable effective tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket. In response to a trouble ticket initiated by CLEC where AMERITECH-OHIO determines in error that the trouble is in CLEC's network, and CLEC subsequently finds the trouble resides in AMERITECH-OHIO network, CLEC will be credited for all AMERITECH-OHIO trouble isolation costs on the original trouble ticket, and, if deemed necessary, subsequent trouble tickets warranted to the same case of trouble. In addition, CLEC may charge AMERITECH-OHIO after closing of the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tariffed amount that AMERITECH-OHIO could charge CLEC under AMERITECH-OHIO's tariff for the same service, provided that CLEC's time for trouble isolation must be reasonable in relation to the work actually performed, and further provided that AMERITECH-OHIO may pay such charges to CLEC by means of an identifiable credit on CLEC's account. If either Party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement.

- 9.3.2 AMERITECH-OHIO-owned line splitters:

9.3.2.1 AMERITECH-OHIO will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals AMERITECH-OHIO provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by CLEC where the voice service has not been impacted after such trouble has been isolated to the AMERITECH-OHIO central office.

- 9.3.3 CLEC-owned line splitters:

- 9.3.3.1 If AMERITECH-OHIO isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by the CLEC data equipment or splitter, AMERITECH-OHIO will notify the CLEC and request a trouble ticket and a committed restoration time from CLEC for clearing the reported trouble.
- 9.3.4 Either Party may offer the End User the option of restoring the POTS line if the End User is not satisfied with the repair interval provided by the CLEC. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either CLEC 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.
- 9.3.5 When the CLEC resolves the trouble condition in its equipment, the CLEC will contact AMERITECH-OHIO to restore the HFPL.
- 9.3.6 In the event the trouble is identified and corrected in the CLEC equipment, AMERITECH-OHIO will charge the CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.
- 9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, AMERITECH-OHIO’S maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC’s request, AMERITECH-OHIO will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any defects which would be unacceptable for POTS or which result from conditioning or other work performed by AMERITECH-OHIO. For loops under 12,000 feet, AMERITECH-OHIO will remove load coils, repeaters and excessive bridge tap at no charge.
- 9.5 An AMERITECH-OHIO will provide CLECs access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC 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. CLEC 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. CLEC 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 the CLEC’s trouble documentation for non-mechanized tests.

- 9.6 CLEC 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, made against AMERITECH-OHIO by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.
- 9.7 AMERITECH-OHIO will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by AMERITECH-OHIO beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.
- 9.8 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with AMERITECH-OHIO.

10. SPECTRUM MANAGEMENT

- 10.1 CLEC will advise AMERITECH-OHIO of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, 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 a xDSL-capable loop, CLEC will notify AMERITECH-OHIO as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify AMERITECH-OHIO. CLEC will abide by standards pertinent for the designated PSD mask type.
- 10.2 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 may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. AMERITECH-OHIO shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. 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 a CLEC or by AMERITECH-OHIO, as well as competitively neutral as between different xDSL services. Where disputes arise, AMERITECH-OHIO and CLEC 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 a CLEC, disclose within 3-5 business 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.

- 10.3 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, AMERITECH-OHIO and CLEC 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.
- 10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then AMERITECH-OHIO and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. RESERVATION OF RIGHTS

- 11.1 The Parties acknowledge and agree that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in United States Telecom Association, et. al v. FCC, No. 00-101. In addition, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147 (rel. March 31, 1999), its Supplemental Order In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, (FCC 99-370) (rel. November 24, 1999) and its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98 and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98 (rel. January 19, 2001) (collectively the "Orders"). By entering into this Agreement which makes available these DSL-capable loops and the HFPL and associated rates, terms and conditions, neither Party waives any of its rights with respect to such Orders. The Parties further acknowledge and agree that the rates, terms and conditions set forth herein are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to the Orders or any other, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to

agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In any event, following Commission approval of the Amendment incorporating the appropriate conforming modifications into the Agreement ("Conforming Amendment"), the rates, terms and conditions of such Conforming Amendment shall be retroactively trued-up back to the effective date of the order that prompted the parties to negotiate, unless both parties otherwise agree to some other effective date.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **AMERITECH-OHIO** means the applicable above listed ILEC doing business in Ohio.
- 1.3 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.
- 1.4 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AMERITECH-OHIO** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

- 2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for **AMERITECH-OHIO'S** failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

3. DEFINITIONS

- 3.1 When used in this Appendix, the following terms will have the meanings indicated:

- 3.1.1 Performance Criteria

3.1.1.1 The target level of AMERITECH-OHIO performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that which AMERITECH-OHIO achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for both AMERITECH-OHIO and CLEC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 9.

3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 9.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in all of Section 14 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by AMERITECH-OHIO to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 14.

4. SPECIFIED PERFORMANCE STANDARDS

4.1 AMERITECH-OHIO shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AMERITECH-OHIO'S control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with AMERITECH-OHIO or law; (iii) environmental events beyond AMERITECH-OHIO'S control even though not considered "Force Majeure"; and (iv) problems associated with third-party systems or equipment including systems, equipment and services provided by Service Bureau Provider, which could not be avoided by AMERITECH-OHIO through the exercise of reasonable diligence, regardless of whether or not

such third-party systems or equipment were sold to or otherwise being provided to **AMERITECH-OHIO**.

5. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

- 5.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to **AMERITECH-OHIO** at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, **AMERITECH-OHIO** agrees to pay the CLEC Liquidated Damages, subject to Section 6.1 below.

6. LIQUIDATED DAMAGES AS FORM OF REMEDY

- 6.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of **AMERITECH-OHIO** to meet a specified performance commitment in this Attachment and any specific time commitments for the same activity contained in any other Attachments or Appendices.
- 6.2 In the event that the state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures in a proceeding in which both parties have the opportunity to participate, the parties agree to incorporate commission-ordered liquidated damages/remedies into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the parties). The parties expressly reserve all of their rights to challenge any liquidated damage/remedy award, including but not limited to the right to oppose any such order and associated contract provision because remedy/liquidated damage provisions must be voluntarily agreed to and **AMERITECH-OHIO** does not at this time so agree.

7. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

- 7.1 Liquidated damages apply to the available, non-diagnostic measures designated in the Business Rules when **AMERITECH-OHIO** delivers Non-complaint performance as defined in 3.1.3. In no event shall **AMERITECH-OHIO** be required to pay a Liquidated Damage for any performance which was at parity or

in compliance with the applicable benchmark at the time that the performance occurred.

- 7.2 The Table of Critical Values (Section 9) gives the maximum number, F, of measurements of those required to be reported to the CLEC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.
- 7.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement or introduction of a new measure.
- 7.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. \$500 is paid for each ordinary failure in excess of F. \$2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be $(10-8)*\$500 + \$2,500 = \$3,000$. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

8. LIQUIDATED DAMAGES; METHOD OF CALCULATION

- 8.1 AMERITECH-OHIO and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points are greater than 30 for a given measurement.
- 8.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that the CLEC's results are significantly worse than either the comparable result for AMERITECH-OHIO or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$$Z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$$

M_{ILEC} = ILEC Average

M_{CLEC} = CLEC Average

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

δ_{ILEC}^2 = Calculated variance for ILEC.

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$$Z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = P_{\text{ILEC}} - P_{\text{CLEC}}$$

P_{ILEC} = ILEC Proportion

P_{CLEC} = CLEC Proportion

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

$\delta_{\text{ILEC}}^2 = P_{\text{ILEC}} (1 - P_{\text{ILEC}})$.

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Rates or Ratios:

$$Z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$$

$R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$

$R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$

$$\delta_{\text{DIFF}} = \text{SQRT} [R_{\text{ILEC}} (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}})]$$

The probability of the Z statistic is obtained from a standard normal distribution.

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{\text{CLEC}} - M_{\text{ILEC}}$, $P_{\text{CLEC}} - P_{\text{ILEC}}$, $R_{\text{CLEC}} - R_{\text{ILEC}}$).

For measures with benchmarks that are expressed as Averages or Means:

$$t = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = M_{\text{CLEC}} - \text{BM}$$

$$M_{\text{CLEC}} = \text{CLEC Average}$$

$$\text{BM} = \text{Benchmark}$$

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{CLEC}}^2 (1/n_{\text{CLEC}})]$$

$$\delta_{\text{CLEC}}^2 = \text{Calculated variance for CLEC.}$$

$$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$$

The probability of the t statistic is obtained from Student's distribution with $n_{\text{CLEC}} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^K \binom{N}{x} B^x (1-B)^{N-x}$$

Where

$$K = PN$$

$$P = \text{CLEC proportion}$$

$$N = \text{number of observations or samples used in CLEC measurement}$$

$$B = \text{benchmark expressed as a proportion}$$

When low proportions designate good service, the probability of the CLEC result is given by

$$1 - \sum_{x=0}^K \binom{N}{x} B^x (1-B)^{N-x}$$

with the same definition of symbols as is given above.

- 8.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be

M. (2) Find that row of the table such that M is within the range of values given in the first two columns of the table. (3) Reading across that row determine the value of F from the third column. (4) The critical probability for determining compliance in each statistical test performed on the M measures is calculated by interpolating the last two columns of the table for that row. For example, suppose a CLEC has 50 measures. The applicable row has the range of 49 to 60 measures. The F value for that row is 7 and the critical probabilities is

$$6.2\% - (6.2\% - 5\%) \frac{50 - 49}{60 - 49} = 6.1\%$$

9. TABLE OF CRITICAL VALUES

Number of Measures Reported to the CLEC (M)		(F)	Critical Probabilities for Assessing Parity and Compliance (P)	
Minimum Value in the Range Associated with F	Maximum Value in the Range Associated with F		Probability for Minimum Value in the Range	Probability for Maximum Value in the Range
1	1	0	1.00%	1.00%
2	3	1	10.00%	5.90%
4	9	2	14.10%	5.30%
10	17	3	9.30%	5.20%
18	26	4	7.70%	5.20%
27	37	5	7.00%	5.10%
38	48	6	6.50%	5.10%
49	60	7	6.20%	5.00%
61	72	8	6.00%	5.00%
73	85	9	5.90%	5.00%
86	98	10	5.70%	5.00%
99	111	11	5.60%	5.00%
112	124	12	5.60%	5.00%
125	138	13	5.60%	5.00%
139	152	14	5.50%	5.00%
153	167	15	5.50%	5.00%
168	181	16	5.40%	5.00%
182	196	17	5.40%	5.00%
197	210	18	5.40%	5.00%
211	225	19	5.40%	5.00%
226	240	20	5.30%	5.00%
241	255	21	5.30%	5.00%
256	270	22	5.30%	5.00%
271	286	23	5.30%	5.00%
287	301	24	5.30%	5.00%
302	317	25	5.30%	5.00%
318	332	26	5.20%	5.00%

333	348	27	5.20%	5.00%
349	364	28	5.20%	5.00%
365	380	29	5.20%	5.00%
381	395	30	5.20%	5.00%
396	411	31	5.20%	5.00%
412	427	32	5.20%	5.00%
428	444	33	5.20%	5.00%

10. LIMITATIONS

- 10.1 AMERITECH-OHIO will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except by application of the procedure provided for under Section 11.5. Any dispute regarding whether a AMERITECH-OHIO performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.
- 10.2 AMERITECH-OHIO shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AMERITECH-OHIO'S control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with AMERITECH-OHIO or law; (iii) environmental events beyond AMERITECH-OHIO'S control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided by AMERITECH-OHIO through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to AMERITECH-OHIO and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.
- 10.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of AMERITECH-OHIO'S compliance with the Performance Criteria, or (ii) only suspends AMERITECH-OHIO'S ability to timely perform the activity, the applicable time frame in which AMERITECH-OHIO'S compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

11. RECORDS AND REPORTS

- 11.1 AMERITECH-OHIO will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this

Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.

- 11.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.
- 11.3 CLEC will have access to monthly reports through an interactive Website.
- 11.4 **AMERITECH-OHIO** will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.
- 11.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.
- 11.6 **AMERITECH-OHIO** will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Ohio	\$.296M

12. AUDITS

- 12.1 CLEC and **AMERITECH-OHIO** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then **AMERITECH-OHIO** will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing **AMERITECH-OHIO** 5 days advance written notice (including e-mail).
- 12.2 CLEC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.

- 12.3 CLEC will bear the expense of the mini-audits, unless AMERITECH-OHIO is found to be “materially” misreporting or misrepresenting data or to have non-compliant procedures, in which case, AMERITECH-OHIO will pay for the costs of the third party auditor. “Materially” at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering
Provisioning
Maintenance
Interconnection
Coordinated Conversions
Collocation
Billing

13. INITIAL IMPLEMENTATION

- 13.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of the a new type of service or unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

14. PERFORMANCE MEASUREMENTS

- 14.1 AMERITECH-OHIO will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. However, in accordance with section 6.2, above, the terms and conditions of this Attachment shall be superseded by subsequent orders of the state Commission that approves this Agreement under Section 252(e) of the Act, and any subsequent Commission-ordered modifications shall be incorporated into this Agreement automatically and shall replace the FCC Merger Conditions. AMERITECH-OHIO performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

APPENDIX BCR

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APPENDIX BCR
(Billing, Collecting And Remitting)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 As used herein, AMERITECH-OHIO means an ILEC doing business in Ohio.
- 1.3 The prices at which AMERITECH-OHIO agrees to provide CLEC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System”** - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.
- 2.2 **“Charges”**- the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.
- 2.3 **“Compensation”** - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.
- 2.4 **“IntraLATA”** - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term “IntraLATA messages,” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.5 **“InterLATA”** - between Local Access and Transport Areas (LATAs) as defined in the FCC’s CC Docket No. 78-72. InterLATA messages are those messages,

which originate in one LATA and terminate, in a different LATA. The term “InterLATA messages” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

- 2.6 “**Local Exchange Carrier (LEC)**” - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 “**Local Message**” - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.8 “**Revenues**” - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

- 3.1 This Appendix shall apply to procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable only when AMERITECH-OHIO is the CMDS Host Company.
 - 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.

3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.

3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees to bill, collect and remit to AMERITECH-OHIO the charges for the services described in Section 3.2 which charges are earned by any LEC (including AMERITECH-OHIO), but which are to be billed to End Users of the CLEC.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than AMERITECH-OHIO, AMERITECH-OHIO will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by CLEC for AMERITECH-OHIO benefit, shall be remitted by CLEC to AMERITECH-OHIO within thirty (30) calendar days of the date of AMERITECH-OHIO bill to CLEC for such services.
- 4.4 AMERITECH-OHIO agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to CLEC, the charges for the services described in Section 3.2 above, which charges are earned by CLEC, but which are to be billed by another LEC (including AMERITECH-OHIO) to the End Users of that LEC.
- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by AMERITECH-OHIO or another LEC for CLEC's benefit, shall be remitted by AMERITECH-OHIO to CLEC within thirty (30) calendar days of the date of CLEC's bill to AMERITECH-OHIO for such services.
- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts

related to the services described remitted in Section 3.2 AND 3.3 above. Notwithstanding this paragraph, AMERITECH-OHIO may net amounts due to CLEC under this Appendix against amounts owed to AMERITECH-OHIO

under this Appendix when AMERITECH-OHIO renders a bill to CLEC hereunder. AMERITECH-OHIO will not net amounts due under this Appendix with any other charges or fees owed to AMERITECH-OHIO.

- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. COMPENSATION

- 5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 6.1 Neither Party makes any representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Neither Party assumes any responsibility with regard to the correctness of the data supplied by the other Party when this data is accessed and used by a third party.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **AM-OH** means the applicable above listed ILEC doing business in Ohio.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **AM-OH** 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 a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **AM-OH** 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 **AM-OH** and CLEC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, **AM-OH** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such

rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 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

1.8 For modifications of **AM-OH**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

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 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

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

- 2.3 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 **AM-OH** 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, **AM-OH** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AM-OH** network, without any changes to **AM-OH**’s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AM-OH** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS Shared Transport (ULS-ST).
- 4.2 General Principles for Stand Alone ULS

- 4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **AM-OH** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
- 4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
- 4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **AM-OH** will not bill a ULS usage charge for terminating Intra switch calls.
- 4.3 General ULS-ST information
 - 4.3.1 Beginning on October 9, 2000, **AMERITECH-OHIO** no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).
 - 4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

5. BILLING

- 5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment

of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

AMERITECH
TELEPHONE COMPANY
OHIO
Rates
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APPENDIX PRICING
AMERITECH/CLEC

			AIT Generic Rates		
OHIO			AIT RECURRING		AIT NON-REC.
			Monthly		
UNBUNDLED NETWORK ELEMENTS					
Unbundled Loops					
	2-Wire Analog - Rural (Access Area D)		\$ 9.52		See NRC prices below
	2-Wire Analog - Suburban (Access Area C)		\$ 7.97		See NRC prices below
	2-Wire Analog - Metro (Access Area B)		\$ 5.93		See NRC prices below
	Conditioning for dB Loss				
	4-Wire Analog - Rural (Access Area D)		\$ 19.46		See NRC prices below
	4-Wire Analog - Suburban (Access AreaC)		\$ 16.50		See NRC prices below
	4-Wire Analog - Metro (Access Area B)		\$ 10.38		See NRC prices below
	2-Wire Digital - Rural (Access Area D)		\$ 10.88		See NRC prices below
	2-Wire Digital - Suburban (Access Area C)		\$ 9.43		See NRC prices below
	2-Wire Digital - Metro (Access Area B)		\$ 6.47		See NRC prices below
	4-Wire Digital - Rural (Access Area D)		\$ 62.87		See NRC prices below
	4-Wire Digital - Suburban (Access Area C)		\$ 82.18		See NRC prices below
	4-Wire Digital - Metro (Access Area B)		\$ 67.30		See NRC prices below
##	DS3 Loop - Rural (Access Area D)		\$ 825.60		See NRC prices below
##	DS3 Loop - Suburban (Access Area C)		\$ 821.81		See NRC prices below
##	DS3 Loop - Metro (Access Area B)		\$ 729.02		See NRC prices below
DSL Capable Loops					
	2-Wire Digital Loop ISDN/IDSL				
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area D- Rural		See 2-Wire Digital Above		See NRC prices below
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Suburban		See 2-Wire Digital Above		See NRC prices below
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Metro		See 2-Wire Digital Above		See NRC prices below
	2-Wire xDSL Loop				
	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural		\$ 9.52		See NRC prices below
	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban		\$ 7.97		See NRC prices below
	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro		\$ 5.93		See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural		\$ 9.52		See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban		\$ 7.97		See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro		\$ 5.93		See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural		\$ 9.52		See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban		\$ 7.97		See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro		\$ 5.93		See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural		\$ 9.52		See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban		\$ 7.97		See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro		\$ 5.93		See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural		\$ 9.52		See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban		\$ 7.97		See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro		\$ 5.93		See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural		\$ 9.52		See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban		\$ 7.97		See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro		\$ 5.93		See NRC prices below
	4-Wire xDSL Loop				
	PSD #3 - 4-Wire xDSL Loop Access Area D- Rural		\$ 19.46		See NRC prices below
	PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban		\$ 16.50		See NRC prices below
	PSD #3 - 4-Wire xDSL Loop Access Area B- Metro		\$ 10.38		See NRC prices below
IDSL Capable Loop					
	IDSL Loop Access Area D - Rural		\$ 10.88		See NRC prices below
	IDSL Loop Access Area C - Suburban		\$ 9.43		See NRC prices below
	IDSL Loop Access Area B - Metro		\$ 6.47		See NRC prices below
	HFPL Loop				
* ##	HFPL Loop - Access Area D- Rural		\$ 4.76		N/A N/A
* ##	HFPL Loop - Access Area C- Suburban		\$ 3.99		N/A N/A
* ##	HFPL Loop - Access Area B- Metro		\$ 2.97		N/A N/A
	Loop Qualification Process				
	Loop Qualification Process - Mechanized		N/A	\$ 0.10	N/A
	Loop Qualification Process - Manual		N/A	TBD	N/A
	Loop Qualification Process - Detailed Manual		N/A	TBD	N/A
	HFPL Splitter				
* ##	SBC owned splitter--line at a time		\$ 0.94		N/A N/A
##	DSL Conditioning Options - >12KFT and < 17.5KFT				
##	Removal of Repeater Options		N/A	\$ 121.89	N/A
##	Removal Bridged Tap Option		N/A	\$ 417.78	N/A
##	Removal of Load Coil		N/A	\$ 437.91	N/A

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APPENDIX PRICING
AMERITECH/CLEC

OHIO		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly			
##	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
##	Removal of Repeater Options	N/A		\$ 152.54	N/A
##	Removal Bridged Tap Option	N/A		\$ 362.11	N/A
##	Removal of Load Coil	N/A		\$ 588.49	N/A
##					
##	DSL Conditioning - Removal of Bridged Tap (RABT)				
##	Removal of All Bridged Taps - Initial	N/A		\$ 634.27	
##	(xDSL loops from 12,000ft to 17,500ft in length for Excessive and 0 to 17,500ft in length for Non-Excessive)				
##					
##	Removal of Non-Excessive Bridged Tap - Initial	N/A		\$ 245.00	
##	(xDSL loops from 0ft to 17,500ft in Length)				
##					
##	Removal of all Bridged Tap > 17,500ft, (per occurrence) - Incremental	N/A		\$ 245.00	
##	(xDSL loops greater than 17,500ft in length)				
##					
##	Removal of Non-Excessive Bridged Tap > 17,500ft (per occurrence) - Incremental	N/A		\$ 245.00	
##	(xDSL loops greater than 17,500 ft in Length)				
##					
Loop Non-Recurring Charges (Excluding DS3)					
	Service Ordering - Per Order	N/A		\$ 16.23	N/A
	Line Connection - Per Loop	N/A		\$ 31.00	N/A
* ##	HFPL Service Order Charge	N/A		\$ 16.23	N/A
##					
DS3 Loop Non-Recurring Charges					
##	Administrative	N/A		\$ 205.57	N/A
##	Design & Central Office	N/A		\$ 643.36	N/A
##	Customer Connection	N/A		\$ 219.32	N/A
##					
SUB-LOOPS					
##	CO to ECS sub-loop				
##	2 Wire Analog - area B	\$ 5.49		See NRC prices below	
##	2 Wire Analog - Area C	\$ 6.24		See NRC prices below	
##	2 Wire Analog - area D	\$ 9.34		See NRC prices below	
##	4 Wire Analog - area B	\$ 13.58		See NRC prices below	
##	4 Wire Analog - area C	\$ 16.13		See NRC prices below	
##	4 Wire Analog - area D	\$ 22.01		See NRC prices below	
##	2 Wire DSL - area B	TBD		See NRC prices below	
##	2 Wire DSL - area C	TBD		See NRC prices below	
##	2 Wire DSL - area D	TBD		See NRC prices below	
##	4 Wire DSL - area B	TBD		See NRC prices below	
##	4 Wire DSL - area C	TBD		See NRC prices below	
##	4 Wire DSL - area D	TBD		See NRC prices below	
##	2 Wire ISDN Compatible - area B	\$ 12.85		See NRC prices below	
##	2 Wire ISDN Compatible - area C	\$ 14.10		See NRC prices below	
##	2 Wire ISDN Compatible - area D	\$ 23.62		See NRC prices below	
##	CO to ECS sub-loop				
##	4 Wire DS1 Compatible - area B	\$ 95.36		See NRC prices below	
##	4 Wire DS1 Compatible - area C	\$ 89.34		See NRC prices below	
##	4 Wire DS1 Compatible - area D	\$ 112.84		See NRC prices below	
##	DS3 compatible subloop - Area B	\$ 716.71		See NRC prices below	
##	DS3 compatible subloop - Area C	\$ 806.96		See NRC prices below	
##	DS3 compatible subloop - Area D	\$ 810.62		See NRC prices below	
##	CO to SAI Sub-Loop				
##	2 Wire Analog - area B	\$ 5.87		See NRC prices below	
##	2 Wire Analog - Area C	\$ 6.95		See NRC prices below	
##	2 Wire Analog - area D	\$ 9.16		See NRC prices below	
##	4 Wire Analog - area B	\$ 14.31		See NRC prices below	
##	4 Wire Analog - area C	\$ 17.55		See NRC prices below	
##	4 Wire Analog - area D	\$ 21.63		See NRC prices below	
##	2 Wire DSL - area B	\$ 5.04		See NRC prices below	
##	2 Wire DSL - area C	\$ 6.10		See NRC prices below	
##	2 Wire DSL - area D	\$ 6.50		See NRC prices below	
##	4 Wire DSL - area B	\$ 10.02		See NRC prices below	
##	4 Wire DSL - area C	\$ 12.18		See NRC prices below	
##	4 Wire DSL - area D	\$ 12.96		See NRC prices below	
##	2 Wire ISDN Compatible - area B	\$ 9.92		See NRC prices below	
##	2 Wire ISDN Compatible - area C	\$ 12.70		See NRC prices below	
##	2 Wire ISDN Compatible - area D	\$ 18.58		See NRC prices below	
##	CO to Terminal sub-loop				
##	2 Wire Analog - area B	\$ 8.36		See NRC prices below	
##	2 Wire Analog - Area C	\$ 11.70		See NRC prices below	
##	2 Wire Analog - area D	\$ 15.86		See NRC prices below	
##	4 Wire Analog - area B	\$ 19.36		See NRC prices below	
##	4 Wire Analog - area C	\$ 27.05		See NRC prices below	
##	4 Wire Analog - area D	\$ 35.05		See NRC prices below	

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APPENDIX PRICING
AMERITECH/CLEC

		AIT Generic Rates		
OHIO		AIT RECURRING		AIT NON-REC.
		Monthly		
##	2 Wire DSL - area B	\$ 7.52		See NRC prices below
##	2 Wire DSL - area C	\$ 10.87		See NRC prices below
##	2 Wire DSL - area D	\$ 13.22		See NRC prices below
##	4 Wire DSL - area B	\$ 15.06		See NRC prices below
##	4 Wire DSL - area C	\$ 21.69		See NRC prices below
##	4 Wire DSL - area D	\$ 26.38		See NRC prices below
##	2 Wire ISDN Compatible - area B	\$ 12.41		See NRC prices below
##	2 Wire ISDN Compatible - area C	\$ 17.45		See NRC prices below
##	2 Wire ISDN Compatible - area D	\$ 25.28		See NRC prices below
##	ECS to SAI sub-loop			
##	2 Wire Analog - area B	\$ 0.95		See NRC prices below
##	2 Wire Analog - Area C	\$ 1.16		See NRC prices below
##	2 Wire Analog - area D	\$ 1.70		See NRC prices below
##	4 Wire Analog - area B	\$ 1.89		See NRC prices below
##	4 Wire Analog - area C	\$ 2.31		See NRC prices below
##	4 Wire Analog - area D	\$ 3.36		See NRC prices below
##	2 Wire DSL - area B	\$ 0.95		See NRC prices below
##	2 Wire DSL - area C	\$ 1.16		See NRC prices below
##	2 Wire DSL - area D	\$ 1.70		See NRC prices below
##	4 Wire DSL - area B	\$ 1.89		See NRC prices below
##	4 Wire DSL - area C	\$ 2.31		See NRC prices below
##	4 Wire DSL - area D	\$ 3.36		See NRC prices below
##	ECS to Terminal sub-loop			
##	2 Wire Analog - area B	\$ 3.44		See NRC prices below
##	2 Wire Analog - Area C	\$ 5.92		See NRC prices below
##	2 Wire Analog - area D	\$ 8.40		See NRC prices below
##	4 Wire Analog - area B	\$ 6.93		See NRC prices below
##	4 Wire Analog - area C	\$ 11.81		See NRC prices below
##	4 Wire Analog - area D	\$ 16.77		See NRC prices below
##	2 Wire DSL - area B	\$ 3.44		See NRC prices below
##	2 Wire DSL - area C	\$ 5.92		See NRC prices below
##	2 Wire DSL - area D	\$ 8.40		See NRC prices below
##	4 Wire DSL - area B	\$ 6.93		See NRC prices below
##	4 Wire DSL - area C	\$ 11.81		See NRC prices below
##	4 Wire DSL - area D	\$ 16.77		See NRC prices below
##	ECS to NID sub-loop			
##	2 Wire Analog - area B	\$ 4.40		See NRC prices below
##	2 Wire Analog - Area C	\$ 7.02		See NRC prices below
##	2 Wire Analog - area D	\$ 9.66		See NRC prices below
##	4 Wire Analog - area B	\$ 8.82		See NRC prices below
##	4 Wire Analog - area C	\$ 14.00		See NRC prices below
##	4 Wire Analog - area D	\$ 19.29		See NRC prices below
##	2 Wire DSL - area B	\$ 4.40		See NRC prices below
##	2 Wire DSL - area C	\$ 7.02		See NRC prices below
##	2 Wire DSL - area D	\$ 9.66		See NRC prices below
##	4 Wire DSL - area B	\$ 8.82		See NRC prices below
##	4 Wire DSL - area C	\$ 14.00		See NRC prices below
##	4 Wire DSL - area D	\$ 19.29		See NRC prices below
##	SAI to Terminal sub-loop			
##	2 Wire Analog - area B	\$ 3.59		See NRC prices below
##	2 Wire Analog - Area C	\$ 5.61		See NRC prices below
##	2 Wire Analog - area D	\$ 7.70		See NRC prices below
##	4 Wire Analog - area B	\$ 7.25		See NRC prices below
##	4 Wire Analog - area C	\$ 11.22		See NRC prices below
##	4 Wire Analog - area D	\$ 15.42		See NRC prices below
##	2 Wire DSL - area B	\$ 3.59		See NRC prices below
##	2 Wire DSL - area C	\$ 5.61		See NRC prices below
##	2 Wire DSL - area D	\$ 7.70		See NRC prices below
##	4 Wire DSL - area B	\$ 7.25		See NRC prices below
##	4 Wire DSL - area C	\$ 11.22		See NRC prices below
##	4 Wire DSL - area D	\$ 15.42		See NRC prices below
##	SAI to NID sub-loop			
##	2 Wire Analog - area B	\$ 4.54		See NRC prices below
##	2 Wire Analog - Area C	\$ 6.71		See NRC prices below
##	2 Wire Analog - area D	\$ 8.97		See NRC prices below
##	4 Wire Analog - area B	\$ 9.14		See NRC prices below
##	4 Wire Analog - area C	\$ 13.42		See NRC prices below
##	4 Wire Analog - area D	\$ 17.94		See NRC prices below
##	2 Wire DSL - area B	\$ 4.54		See NRC prices below
##	2 Wire DSL - area C	\$ 6.71		See NRC prices below
##	2 Wire DSL - area D	\$ 8.97		See NRC prices below
##	4 Wire DSL - area B	\$ 9.14		See NRC prices below
##	4 Wire DSL - area C	\$ 13.42		See NRC prices below
##	4 Wire DSL - area D	\$ 17.94		See NRC prices below
##	Terminal to NID sub-loop			

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			AIT Generic Rates		
OHIO			AIT RECURRING		AIT NON-REC.
			Monthly		
##		2 Wire Analog - area B	\$ 1.36		See NRC prices below
##		2 Wire Analog - Area C	\$ 1.61		See NRC prices below
##		2 Wire Analog - area D	\$ 1.76		See NRC prices below
##		4 Wire Analog - area B	\$ 2.78		See NRC prices below
##		4 Wire Analog - area C	\$ 3.18		See NRC prices below
##		4 Wire Analog - area D	\$ 3.53		See NRC prices below
##		2 Wire DSL - area B	\$ 1.36		See NRC prices below
##		2 Wire DSL - area C	\$ 1.61		See NRC prices below
##		2 Wire DSL - area D	\$ 1.76		See NRC prices below
##		4 Wire DSL - area B	\$ 2.78		See NRC prices below
##		4 Wire DSL - area C	\$ 3.18		See NRC prices below
##		4 Wire DSL - area D	\$ 3.53		See NRC prices below
##		NID sub-loop element			
##		2 Wire Analog - area B	\$ 0.18		See NRC prices below
##		2 Wire Analog - Area C	\$ 0.18		See NRC prices below
##		2 Wire Analog - area D	\$ 0.18		See NRC prices below
##		4 Wire Analog - area B	\$ 0.35		See NRC prices below
##		4 Wire Analog - area C	\$ 0.33		See NRC prices below
##		4 Wire Analog - area D	\$ 0.33		See NRC prices below
##		2 Wire DSL - area B	\$ 0.18		See NRC prices below
##		2 Wire DSL - area C	\$ 0.18		See NRC prices below
##		2 Wire DSL - area D	\$ 0.18		See NRC prices below
##		4 Wire DSL - area B	\$ 0.35		See NRC prices below
##		4 Wire DSL - area C	\$ 0.33		See NRC prices below
##		4 Wire DSL - area D	\$ 0.33		See NRC prices below
##		2 Wire ISDN Compatible - area B	\$ 0.18		See NRC prices below
##		2 Wire ISDN Compatible - area C	\$ 0.18		See NRC prices below
##		2 Wire ISDN Compatible - area D	\$ 0.18		See NRC prices below
##		4 Wire DS1 Compatible - area B	TBD		See NRC prices below
##		4 Wire DS1 Compatible - area C	TBD		See NRC prices below
##		4 Wire DS1 Compatible - area D	TBD		See NRC prices below
##		DS3 compatible subloop - Area B	TBD		See NRC prices below
##		DS3 compatible subloop - Area C	TBD		See NRC prices below
##		DS3 compatible subloop - Area D	TBD		See NRC prices below
##		Sub-Loop Non-Recurring Charges			
##		2-Wire Analog Sub-Loop		\$ 217.57	
##		4-Wire Analog Sub-Loop		\$ 218.54	
##		2-Wire xDSL Digital Sub-Loop		\$ 250.83	
##		4-Wire xDSL Digital Sub-Loop		\$ 255.11	
##		2-Wire ISDN Digital Sub-Loop		\$ 278.37	
##		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop		\$ 470.27	
##		DS3 Sub-Loop		\$ 619.58	
##		Service Order Charge			
##		Establish, per occasion		\$ 16.23	
##		Line Connection Charge			
##		per occasion		\$ 31.00	
DSL Cross Connects					
* ##		HFPL Cross Connect - CLEC Owned Non Integrated	\$ 0.48	\$ 131.06	N/A
* ##		HFPL Cross Connect - CLEC Owned Integrated	\$ 0.48	\$ 131.06	N/A
* ##		HFPL Cross Connect - SBC Owned	\$ 0.48	\$ 131.06	N/A
The price assumes all Central Office cross-connects required to provision the HFPL product					
HFPL OSS Charge					
* ##		HFPL OSS Charge - per line	\$ 0.87	N/A	N/A
HFPL LST					
		Line & Station Transfer(LST)	N/A	TBD	TBD
Loop Cross Connects					
##		DS3 C.O. Cross-Connect to Collocation	\$ 30.54	N/A	N/A
Unbundled Local Switching					
		ULS Usage, per Originating or Terminating MOU (statewide)	\$ 0.003226	NA	NA
			PER MESSAGE		
		Daily Usage Feed (DUF), per message	\$ 0.000885	NA	NA
		Customized Routing per Line Class Code, per switch	NA	\$ 305.67	NA
		Regional Usage Billing & Trunk Order Development, per CLEC	NA	\$ 35,963.30	NA
		Service Coordination Fee, per CLEC bill, per switch	\$ 0.49	N/A	NA
Unbundled Local Switching with Shared Transport					
		ULS-Usage for ULS-ST, per Originating & Terminating MOU	\$ 0.000842		
		ULS-ST Blended Transport MOU	\$ 0.001067	NA	NA
		ULS-ST Reciprocal Compensation MOU	\$ 0.000842	NA	NA
		ULS-ST Common Transport MOU	\$ 0.000684	NA	NA

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			Monthly			
	ULS-ST Tandem Switching MOU		\$ 0.000213		NA	NA
			PER MESSAGE			
	SS7 Signaling Transport associated with ULS-ST		\$ 0.000035		N/A	NA
	Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch		NA		\$ 130.57	NA
Port Charge Per Month						
	Analog Line Port		\$ 4.63		\$ 48.53	N/A
	Ground Start Port		\$ 4.95		\$ 48.53	N/A
	Analog DID Trunk Port		\$ 12.74		\$ 48.53	N/A
	ISDN BRI Port		\$ 28.30		\$ 48.53	N/A
	ISDN PRI Port		\$ 147.30		\$ 729.13	N/A
	Digital Trunking Trunk Port		\$ 106.27		\$ 729.13	N/A
	DS1 Trunk Port		\$ 82.12		\$ 729.13	N/A
	Centrex Basic Line Port		\$ 8.95		\$ 48.53	N/A
	Centrex ISDN BRI Port		\$ 45.23		\$ 48.53	N/A
	Centrex EKL Line Port		\$ 27.43		\$ 48.53	N/A
	Centrex Attendant Console Line Port		\$ 87.70		\$ 97.06	N/A
Port Non-Recurring Charges						
	Service Order - Line Port, per occasion		NA		\$ 16.10	N/A
	Service Order - Trunk Port, per occasion		NA		\$ 327.35	N/A
	Service Order - Record Order, per occasion		NA		\$ 14.35	N/A
	Conversion from one port type to another, per each port changed		NA		\$ 43.86	N/A
Cross Connects						
	2-Wire		\$ 0.15		NA	NA
	4-Wire		\$ 0.30		NA	NA
	6-Wire		\$ 0.46		NA	NA
	8-Wire		\$ 0.61		NA	NA
	DS1/LT1		\$ 0.41		NA	NA
	DS3/LT3		\$ 0.72		NA	NA
	OC3		\$ 74.32		NA	NA
	OC12		\$ 391.72		NA	NA
	OC48		\$ 955.39		NA	NA
Tandem Switching						
	per minute of use (without Tandem Trunks)		\$ 0.000689		NA	NA
Dedicated Transport						
	Entrance Facility:					
	DS1 Zone 1		\$ 67.30		NA	NA
	Zone 2		\$ 82.18		NA	NA
	Zone 3		\$ 62.87		NA	NA
	DS3 Zone 1		\$ 594.33		NA	NA
	Zone 2		\$ 684.99		NA	NA
	Zone 3		\$ 735.37		NA	NA
	OC3 All Zones		\$ 269.65		NA	NA
	OC12 All Zones		\$ 464.01		NA	NA
	OC48 All Zones		\$ 1,931.85		NA	NA
	Interoffice Transport:					
	DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones		\$ 15.68		NA	NA
	Interoffice Mileage - Per Mile - All Zones		\$ 1.74		NA	NA
	DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones		\$ 135.40		NA	NA
	Interoffice Mileage - Per Mile - All Zones		\$ 22.90		NA	NA
	OC3 Interoffice Mileage Termination - Per Point of Termination - All Zones		\$ 326.14		NA	NA
	Interoffice Mileage - Per Mile - All Zones		\$ 206.39		NA	NA
	OC12 Interoffice Mileage Termination - Per Point of Termination - All Zones		\$ 554.09		NA	NA
	Interoffice Mileage - Per Mile - All Zones		\$ 370.49		NA	NA
	OC48 Interoffice Mileage Termination - Per Point of Termination - All Zones		\$ 1,219.10		NA	NA
	Interoffice Mileage - Per Mile - All Zones		\$ 264.08		NA	NA
Multiplexing						
	DS1 to Voice Grade		\$ 279.80		NA	NA
	DS3 to DS1		\$ 372.85		NA	NA
	OC3 Add/Drop Multiplexing - Per Arrangement		\$ 528.23		NA	NA
	Add/Drop Function					
	- Per DS3 Add or Drop		\$ 101.70		NA	NA
	- Per DS1 Add or Drop		\$ 31.40		NA	NA
	OC12 Add/Drop Multiplexing - Per Arrangement		\$ 592.17		NA	NA
	Add/Drop Function					
	- Per OC3 Add or Drop		\$ 141.66		NA	NA
	- Per DS3 Add or Drop		\$ 30.72		NA	NA
	OC48 Add/Drop Multiplexing - Per Arrangement		\$ 665.51		NA	NA

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		Monthly			
	Add/Drop Function				
	- Per OC12 Add or Drop	\$ 307.93		NA	NA
	- Per OC3 Add or Drop	\$ 142.38		NA	NA
	- Per DS3 Add or Drop	\$ 49.30		NA	NA
Dedicated Transport Cross Connects					
	DS1	\$ 0.41		NA	NA
	DS3	\$ 0.72		NA	NA
	OC3	\$ 74.32		NA	NA
	OC12	\$ 391.72		NA	NA
	OC48	\$ 955.39		NA	NA
Dark Fiber					
##	Dark Fiber Interoffice				
##	Dark Fiber Interoffice Termination (Per Termination per Fiber)	\$75.79		NA	NA
##	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	\$0.00159		NA	NA
##	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	\$3.20		NA	NA
##	Dark Fiber Loop / Subloop				
##	Dark Fiber Loop/SubLoop Termination (Per Termination per Fiber)	\$12.84		NA	NA
##	Dark Fiber Loop/SubLoop Mileage (Per Fiber per Foot)	\$0.00176		NA	NA
##	Dark Fiber Loop/Subloop Cross Connect (Per Termination per Fiber)	\$2.62		NA	NA
##	Inquiry (Per Request)				
##	Dark Fiber Loop - NRC	NA		\$73.25	NA
##	Dark Fiber Sub-Loop - NRC	NA		\$73.25	NA
##	Dark Fiber Interoffice Transport - NRC	NA		\$290.65	NA
##	FIRM ORDER (Per Fiber Strand)				
##	Administrative per Order				
##	Connect	NA		\$11.53	NA
##	Disconnect	NA		\$10.21	NA
##	Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)				
##	Connect	NA		\$343.23	NA
##	Disconnect	NA		\$90.67	NA
##	Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)				
##	Connect	NA		\$351.46	NA
##	Disconnect	NA		\$81.71	NA
##	Dark Fiber Interoffice Transport - NRC				
##	Connect	NA		\$414.95	NA
##	Disconnect	NA		\$160.42	NA
Digital Cross-Connect System					
	DCS Port Charge				
	DS1	ICB		ICB	NA
	DS3	ICB		ICB	NA
	DCS Establishment Charge	ICB		ICB	NA
	Database Modification Charge	ICB		ICB	NA
	Reconfiguration Charge	ICB		ICB	NA
Dedicated Transport Network Reconfiguration Service (NRS)					
	On rates, terms and conditions specified in FCC Tariff No. 2				
Dedicated Transport Optional Features & Functions					
	DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			\$ 402.28	NA
	OC3 1+1 Protection - Per OC3 Entrance Facility	\$ 40.23		NA	NA
	1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ 40.23		\$ 2,733.58	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC3 Entrance Facility	\$ 40.23		NA	NA
	- (2) Per Quarter Route Mile	\$ 47.49		NA	NA
	OC12 1+1 Protection - Per OC12 Entrance Facility	\$ 198.99		NA	NA
	1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ 198.99		\$ 2,733.58	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC12 Entrance Facility	\$ 198.99		NA	NA
	- (2) Per Quarter Route Mile	\$ 42.08		NA	NA
	OC48 1+1 Protection - Per OC48 Entrance Facility	\$ 826.72		NA	NA
	1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$ 826.72		\$ 2,733.58	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC48 Entrance Facility	\$ 826.72		NA	NA
	- (2) Per Quarter Route Mile	\$ 70.75		NA	NA
Dedicated Transport Installation & Rearrangement Charges					
	DS1 Administration Charge - Per Order	NA		\$ 394.30	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 624.17	NA
	Carrier Connection Charge - Per Order	NA		\$ 512.19	NA
	DS3 Administration Charge - Per Order	NA		\$ 299.28	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 663.29	NA
	Carrier Connection Charge - Per Order	NA		\$ 351.77	NA

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		Monthly			
	OC3	Administration Charge - Per Order	NA	\$ 116.40	NA
		Design & Central Office Connection Charge - Per Circuit	NA	\$ 487.96	NA
		Carrier Connection Charge - Per Order	NA	\$ 652.38	NA
	OC12	Administration Charge - Per Order	NA	\$ 116.40	NA
		Design & Central Office Connection Charge - Per Circuit	NA	\$ 487.96	NA
		Carrier Connection Charge - Per Order	NA	\$ 652.38	NA
	OC48	Administration Charge - Per Order	NA	\$ 116.40	NA
		Design & Central Office Connection Charge - Per Circuit	NA	\$ 487.96	NA
		Carrier Connection Charge - Per Order	NA	\$ 652.38	NA
Line Information Database - LIDB		USAGE			
	Validation Query (Regional STP Access Includes SMS & Sleuth)		\$ 0.016290 (per query)	NA	NA
	Query Transport (Regional STP Access Validation)		\$ 0.000020 (per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)		\$ 0.016290 (per query)	NA	NA
	Query Transport (Local STP Access Validation)		\$ 0.000144 (per query)	NA	NA
	CNAM Database Query (Regional STP Access Includes SMS)		\$ 0.009252 (per query)	NA	NA
	CNAM Database Query (Local STP Access Includes SMS)		\$ 0.009252 (per query)	NA	NA
	Service Order Cost		NA	\$ 25.00	NA
	Service Establishment Charge		NA	NA	NA
	LIDB Data Storage & Administration				
	Manual Update		NA	\$ 2.00	(Per Update)
800 Database		USAGE			
	Toll Free Database Query (Regional STP Access)		\$ 0.001216 (per query)		
	Call Handling and Destination (Regional STP Access)		\$ 0.000146 (per query)		
	Toll Free Database Query (Local STP Access)		\$ 0.001340 (per query)		
	Call Handling and Destination (Local STP Access)		\$ 0.000269 (per query)		
SS7					
SS7 Links - Cross Connects					
	STP to Collocators Cage - DS0		See Dedicated Transport		
	STP to Collocators Cage- DS1		See Dedicated Transport		
	STP to SWBT MDF - DS0		See Dedicated Transport		
	STP to SWBT DSX Frame-DS1		See Dedicated Transport		
SS7 Links					
	STP Access Connection - 1.544 Mbps		See Dedicated Transport		
	STP Access Link - 56 Kbps		See Dedicated Transport		
	STP Port		\$ 302.76	\$ 665.69	N/A
SS7 Signalling		USAGE			
	Signal Switching/IAM msg		\$ 0.000135		
	Signal Transport/IAM msg		\$ 0.000050		
	Signal Formulation/IAM msg		\$ 0.000160		
	Signal Tandem Switching/IAM msg		\$ 0.000233		
	Signal Switching/TCAP msg		\$ 0.000120		
	Signal Transport/TCAP msg		\$ 0.000033		
	Signal Formulation/TCAP msg		\$ 0.000132		
	Point Code Addition		N/A	\$ 24.21	N/A
	Global Title Translation Addition		N/A	\$ 13.03	N/A
	Record				
	Disconnect				
Unbundled Switch Port - Vertical Features					
Analog Line Port Features (per feature per port):					
	Call Waiting		\$ -	NA	
	Call Forwarding Variable		\$ -	NA	
	Call Forwarding Busy Line		\$ -	NA	
	Call Forwarding Don't Answer		\$ -	NA	
	Three-Way Calling		\$ -	NA	
	Speed Calling - 8		\$ -	NA	
	Speed Calling - 30		\$ -	NA	
	Auto Callback/Auto Redial		\$ -	NA	
	Distinctive Ring/Priority Call		\$ -	NA	
	Selective Call Rejection/Call Blocker		\$ -	NA	
	Auto Recall/Call Return		\$ -	NA	
	Selective Call Forwarding		\$ -	NA	
	Calling Number Delivery		\$ -	NA	
	Calling Name Delivery		\$ -	NA	
	Calling Number/Name Blocking		\$ -	NA	
Analog Line Port Features:					
	Personalized Ring (per arrangement per port)		\$ -	NA	
	Hunting Arrangement (per arrangement)		\$ -	NA	

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		Monthly			
ISDN BRI Port Features (per B Channel, unless noted)					
CSV/CSD per ISDN BRI port (required/provided)		\$ -			
Basic Centrex Electronic Key Line (EKL) Features					
Basic EKL provides:					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					
Three-way Conference Calling					
Call Appearance Call Handling (CACH) EKL					
CACH EKL includes:					
Additional Call Offering (inherent)					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Intercom					
Key System Coverage for Analog Lines					
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					
Three-way Conference Calling					
Basic individual features:					
Additional Call Offering					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Calling Number Delivery					
Hunt Group for CSD					
Hunt Group for CSV					
Message Waiting Indicator					
Secondary Only Telephone Number					
Three Way Conference Calling					
ISDN PRI Port Features					
Backup D Channel					
Calling Number Delivery					
Dynamic Channel Allocation					
DID #s - see Analog DID Trunk Port Features					
Analog Trunk Port Features (per feature per port)					
DID #s - per telephone number		\$ 0.01			
DS1 Digital Trunk Port Features (per feature per port)					
DID #s - see Analog DID Trunk Port Features					
Unbundled Centrex System Options					
System Initial Establishment per Serving Office - Analog Only		NA		\$ 496.73	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix		NA		\$ 496.73	NA
System Initial Establishment per Serving Office - ISDN BRI Only		NA		\$ 496.73	NA
System Subsequent Change per Serving Office - Analog only system		NA		\$ 68.07	NA
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system		NA		\$ 68.07	NA
System Subsequent Change per Serving Office - ISDN BRI only system		NA		\$ 68.07	NA
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system		NA		NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system		NA		NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex					
System feature initialization per Centrex Common Block		\$ -		\$ 262.24	
System Features (per Centrex Common Block):		\$ 307.14		NA	
Automatic Callback Calling/Business Group Callback					
Call Forwarding Variable/Business Group Call Forwarding Variable					
Call Forwarding Busy Line					
Call Forwarding Don't Answer					
Call Hold					

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		Monthly			
Call Pickup					
Call Transfer - All Calls					
Call Waiting - Intragroup/Business Group Call Waiting					
Call Waiting - Originating					
Call Waiting - Terminating					
Class of Service Restriction - Fully Restricted					
Class of Service Restriction - Semi Restricted					
Class of Service Restriction - Toll Restricted					
Consultation Hold					
Dial Call Waiting					
Directed Call Pickup - Non Barge In					
Directed Call Pickup - With Barge In					
Distinctive Ringing and Call Waiting Tone					
Hunting Arrangement - Basic					
Hunting Arrangement - Circular					
Speed Calling Personal (short list)					
Three Way Calling					
ISDN BRI Port Features for Unbundled Centrex					
Circuit Switched Voice (CSV)/(CSD) per BRI					
Standard feature initialization per Centrex System		\$ 307.14		NA	
Individual features (per feature per B Channel)					
Additional Call Offering for CSV					
Automatic Callback Calling					
Call Forwarding Busy Line					
Call Forwarding Don't Answer					
Call Forwarding Variable					
Call Hold					
Call Pickup					
Call Transfer - All Calls					
Class of Service Restriction - Fully Restricted					
Class of Service Restriction - Semi Restricted					
Class of Service Restriction - Toll Restricted					
Consultation Hold					
Dial Call Waiting					
Directed Call Pickup - Non Barge In					
Directed Call Pickup - With Barge In					
Distinctive Ringing					
Hunting Arrangement - Basic					
Hunting Arrangement - Circular					
Speed Calling Personal (short list)					
Three Way Calling					
Custom Access Treatment Code (TX only)					
Denied Origination (TX only)					
Denied Termination (TX only)					
Intercom Dialing (TX only)					
OTHER					
##	Directory Assistance				
##	Directory Assistance, per occurrence	\$ 0.30		NA	NA
##	Directory Assistance Call Completion (DACC)	\$ 0.15		NA	NA
##	Directory Assistance/National Directory Assistance, per occurrence	\$ 0.35		NA	NA
##	Branding - Other - Initial/Subsequent Load			\$ 1,800.00	NA
##	- per call	\$ 0.025			
##	Branding - Facility Based - Initial/Subsequent Load				
##	- Branding, per trunk group	NA		\$ 800.00	NA
##	Directory Assistance - Facilities Based Rate Reference - Initial Load	NA		\$ 2,200.00	NA
##	Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		\$ 1,000.00	NA
##	DA Listings				
##	DA Listing Liscense				
##	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
##	- per listing for initial load	NA		\$ 0.040	NA
##	- per listing for subsequent updates	NA		\$ 0.060	NA
##	Option #2 Full File (all states inclusive) Billable Release				
##	- per listing for initial load	NA		\$ 0.020	NA

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OHIO			AIT RECURRING		AIT NON-REC.	
			Monthly			
##		- per listing for subsequent updates	NA		\$ 0.030	NA
##		- per usage/query	NA		\$ 0.020	NA
##		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
##		- per listing for initial load	NA		\$ 0.050	NA
##		- per listing for subsequent updates	NA		\$ 0.060	NA
##		Option #4 Pick & Choose (by state) Billable Release				
##		- per listing for initial load	NA		\$ 0.020	NA
##		- per listing for subsequent updates	NA		\$ 0.030	NA
##		- per usage/query	NA		\$ 0.020	NA
##		Operator Services				
##		Fully Automated Call Processing, per occurrence	\$ 0.15		NA	NA
##		Operator Assisted Call Processing, per work second	\$ 0.02		NA	NA
##		Branding - Other - Initial/Subsequent Load			\$ 1,800.00	NA
##		- per call	\$ 0.025			
##		Branding - Facility Based - Initial/Subsequent Load				
##		- Branding, per trunk group	NA		\$ 800.00	NA
##		Operator Services - Facilities Based Rate Reference - Initial Load	NA		\$ 2,200.00	NA
##		Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		\$ 1,000.00	NA
		Ancillary Message Billing Compensation (Per Message)	\$ 0.03		NA	NA
		Structure Access - Poles & Ducts	Annually			
		Per Pole attachment*	\$ 2.52			
		Per Foot of innerduct	\$ 0.37			
		Application fee			\$ 200.00	
		Emergency Number Service Access				
		911 Selective Router Interconnection				
		-Digital DS1 Interface	\$ 336.44		\$ 759.98	
		-Each DSO installed	N/A		\$ 364.69	
		-Analog Channel Interface	\$ 28.72		\$ 436.62	
		ANI/ALI/SR and Database Management				
		- Per 100 records, rounded up to nearest 100	\$ 107.18		\$ 21.54	
		911 Selective Router Switch Administration				
		-Per Selective Router	\$ 5.55		\$ 2,645.15	
		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				

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		Monthly		
RECIPROCAL COMPENSATION				
	End Office Local Termination			
	Set up charge, per call	\$ 0.009381		
	Duration charge, per MOU	\$ 0.001086		
	Tandem Switching			
	Set up charge, per call	\$ 0.001391		
	Duration charge, per MOU	\$ 0.000255		
	Tandem Transport Termination, per MOU	\$ 0.000155		
	Tandem Transport Facility Mileage, per MOU per mile	\$ 0.000006		
TRANSIT SERVICE				
##	Tandem Switching			
##	per minute of use	\$ 0.004587		NA
##	Tandem Termination			
##	per minute of use	\$ 0.000226		NA
##	Tandem Facility			
##	per minute of use	\$ 0.000188		NA
##	Rate elements not included in TELRIC order			
* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.				
RESALE		RESALE DISCOUNTS		
	BUSINESS	RECURRING	NON-RECURRING	
	LOCAL EXCHANGE SERVICE			
	Business 1 Party	20.29%		20.29%
	Business - Measured	20.29%		20.29%
	Customer Operated Pay Telephone (COPT)	20.29%		20.29%
	EXPANDED LOCAL CALLING			
	Extended Area Service	20.29%		20.29%
	VERTICAL SERVICES			
	Anonymous Call Rejection	20.29%		20.29%
	Repeat Dialing (Auto Redial)	20.29%		20.29%
	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	20.29%		20.29%
	Call Blocker	20.29%		20.29%
	Call Forwarding	20.29%		20.29%
	Call Forwarding - Busy Line	20.29%		20.29%
	Call Forwarding - Busy Line/Don't Answer	20.29%		20.29%
	Call Forwarding - Don't Answer	20.29%		20.29%
	Automatic CallBack (Call Return)	20.29%		20.29%
	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	20.29%		20.29%
	Call Trace	20.29%		20.29%
	Call Waiting	20.29%		20.29%
	Caller ID WithName (Calling Name)	20.29%		20.29%
	Caller ID (Calling Number)	20.29%		20.29%
	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	20.29%		20.29%
	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	20.29%		20.29%
	Remote Access to Call Forwarding (Grandfathered)	0.00%		0.00%
	Selective Call Forwarding	0.00%		0.00%
	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	20.29%		20.29%
	Remote Call Forwarding-Per Feature	20.29%		20.29%
	RCF, Interstate, Interexchange	20.29%		20.29%
	RCF, Intrastate	20.29%		20.29%
	RCF, Interstate, International	20.29%		20.29%
	RCF, Intrastate, Interexchange	20.29%		20.29%
	RCF to 800	20.29%		20.29%
	RCF Additional	20.29%		20.29%
	Speed Calling 8	20.29%		20.29%
	Speed Calling 30	20.29%		20.29%
	Three Way Calling	20.29%		20.29%
	Call Screening	20.29%		20.29%
	Busy Line Transfer	20.29%		20.29%
	Alternate Answer	20.29%		20.29%
	Message Waiting - Tone	20.29%		20.29%
	Easy Call	20.29%		20.29%

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		AIT RECURRING		
		Monthly		
	Prime Number Service	20.29%		20.29%
	AMERITECH Privacy Manager	20.29%		20.29%
	Name and Number Delivery Service	20.29%		20.29%
	DID			
	DID	20.29%		20.29%
	TRUNKS			
	Trunk	20.29%		20.29%
	AIN			
	Area Wide Networking	20.29%		20.29%
	Emergency Referral Message Service (Disaster Routing Service)	20.29%		20.29%
	Ameritech Switch Alternate Routing (ANSAR)	20.29%		20.29%
	Ameritech Customer Location Alternate Routing (ACLAR)	20.29%		20.29%
	OTHER			
	Grandfathered Services	0.00%		0.00%
	Promotions (Greater than 90 days)	20.29%		20.29%
	TouchTone (Business)	20.29%		20.29%
	TouchTone (Trunk)	20.29%		20.29%
	Data Services			
	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	20.29%		20.29%
	PBX Trunks	20.29%		20.29%
	Mult-Service Optical Network (MON)	20.29%		20.29%
	OCn-PTP	20.29%		20.29%
	ADTS-E	20.29%		20.29%
	DS0	20.29%		20.29%
	DS1	20.29%		20.29%
	DS3	20.29%		20.29%
	ISDN			
	ISDN	20.29%		20.29%
	DIRECTORY ASSISTANCE SERVICES	20.29%		20.29%
	Local Operator Assistance Service	20.29%		20.29%
	TOLL			
	TOLL	20.29%		20.29%
	OPTIONAL TOLL CALLING PLANS			
	Optional Toll Calling Plans	20.29%		20.29%
	CENTREX (PLEXAR)			

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		Monthly		
	CENTREX ACS	20.29%		20.29%
	CENTREX ACS Ameritech CENTREX Network Manager	0.00%		0.00%
	PRIVATE LINE			
	Analog Private Lines	20.29%		20.29%
	Private Line Channel Services	20.29%		20.29%
	RESIDENCE	RESALE DISCOUNTS		
	LOCAL EXCHANGE SERVICE	RECURRING	NON-RECURRING	
	Life Line	0.00%		0.00%
	Residence 1 Party	20.29%		20.29%
	Residence Measured	20.29%		20.29%
	EXPANDED LOCAL CALLING			
	Extended Area Service	20.29%		20.29%
	VERTICAL SERVICES			
	Anonymous Call Rejection	20.29%		20.29%
	Repeat Dialing (Auto Redial)	20.29%		20.29%
	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	20.29%		20.29%
	Call Blocker	20.29%		20.29%
	Call Forwarding	20.29%		20.29%
	Call Forwarding - Busy Line	20.29%		20.29%
	Call Forwarding - Busy Line/Don't Answer	20.29%		20.29%
	Call Forwarding - Don't Answer	20.29%		20.29%
	Automatic Call-Back (Call Return)	20.29%		20.29%
	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	20.29%		20.29%
	Call Trace	20.29%		20.29%
	Call Waiting	20.29%		20.29%
	Caller ID with Name (Calling Name)	20.29%		20.29%
	Caller ID (Calling Number)	20.29%		20.29%
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	20.29%		20.29%
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	20.29%		20.29%
	Remote Access to Call Forwarding (GF)	0.00%		0.00%
	RCF, Interstate, Interexchange	20.29%		20.29%
	RCF, Intrastate	20.29%		20.29%
	RCF, Interstate, International	20.29%		20.29%
	RCF, Intrastate, Interexchange	20.29%		20.29%
	RCF to 800	20.29%		20.29%
	RCF Additional	20.29%		20.29%
	Selective Call Forwarding	20.29%		20.29%
	Speed Calling 8	20.29%		20.29%
	Three Way Calling	20.29%		20.29%
	Call Screening	20.29%		20.29%
	Busy Line Transfer	20.29%		20.29%
	Alternate Answer	20.29%		20.29%
	Message Waiting - Tone	20.29%		20.29%
	Easy Call	20.29%		20.29%
	AMERITECH Privacy Manager	20.29%		20.29%
	Name and Number Delivery Service	20.29%		20.29%
	ISDN			
	ISDN	20.29%		20.29%
	DIRECTORY ASSISTANCE SERVICES	20.29%		20.29%
	Local Operator Assistance Service	20.29%		20.29%
	OTHER			
	Grandfathered Services	0.00%		0.00%
	Promotions (Greater than 90 Days)	20.29%		20.29%
	TouchTone	20.29%		20.29%
	Home Services Packages	20.29%		20.29%
	TOLL			
	Custom and Dedicated 800 Service (Home 800)	20.29%		20.29%
	IntraLATA MTS	20.29%		20.29%
	900/976 Call Blocking (900/976 Call Restriction)	20.29%		20.29%
	976 (976 Information Delivery Service)	20.29%		20.29%
	Access Services (See Access Tariff)	0%		0%
	Additional Directory Listings	20.29%		20.29%
	Carrier Disconnect Service (Company Initiated Suspension Service)	20.29%		20.29%
	Connection Services	20.29%		20.29%
	Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

AMERITECH
TELEPHONE COMPANY
OHIO
Rates
02/13/02

APPENDIX PRICING
AMERITECH/CLEC

		AIT Generic Rates			
OHIO		AIT RECURRING		AIT NON-REC.	
		Monthly			
	Shared Tenant Service	0%		0%	
	Toll Restriction	20.29%		20.29%	
	Electronic Billing Information Data (daily usage)	\$0.00			
	per message				
	Local disconnect Report (LDR)				
	Per WTN	\$0.00			
	Line Connection Charge				
	Complex (Residence)			N/A	
	Complex (Business)			N/A	
	Simple (Residence)			N/A	
	Simple (Business)			N/A	
	Service Order/Service Request Charge				
	Complex (Residence)			\$14.07	
	Complex (Business)			\$12.63	
	Simple (Residence)			\$14.07	
	Simple (Business)			\$20.33	
	Non-Electronic (Manual) Service Order Charge				
	Complex (Residence)			\$9.02	
	Complex (Business)			\$9.02	

Ohio Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion			N/A	N/A	N/A
Zone 1 - Rural		*	\$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 2 - Suburban		*	\$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 3 - Urban		*	\$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	N/A
2-Wire Analog Promotion			N/A	N/A	N/A
ADSL Promotion					
ADSL			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
Statewide			N/A	N/A	N/A

Ohio

Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Service Order Promotion - Manual			N/A	N/A	N/A
Service Order Promotion - Electronic			N/A	N/A	N/A
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A

Ohio
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 1 - Rural			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology			N/A	N/A	N/A

Ohio
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Statewide		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#6 2-Wire Very High-band Capable			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A

Ohio Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
UNE-P Promotion			N/A	N/A	N/A
ULS-IST Port					
Residence Basic Line Port-All Zones	UJR		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
ISDN Direct Port-All Zones	U2P		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Cross connect	CXC9X		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Service Order Charge	NR9UU, NR9UV		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Unbundled Local Loop*					
2-Wire Analog Loop	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Service Order Charge	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
*Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.					
*These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).					

AMERITECH OHIO
PERFORMANCE REMEDY PLAN
DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which Ameritech will report performance to TDS Metrocom, Inc. (“CLEC”) and compare that performance to Ameritech’s own performance (“parity”), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 Ameritech agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – Ameritech Performance Measurement User Guide. Ameritech will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. Ameritech further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
 - 1.1 Ameritech will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC’s request, data files of CLEC’s raw data, or any subset thereof, will be transmitted to CLEC. If CLEC’s request is transmitted to Ameritech on or before the last day of the month for which data is sought, Ameritech shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC’s request is transmitted to Ameritech after the last day of the month for which data is sought, Ameritech shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 Ameritech will use a statistical test, namely the modified “Z-test,” for evaluating the difference between two means (Ameritech retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. Ameritech agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for Ameritech retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and CLEC are compared. This statistical test will compare the CLEC performance to the Ameritech retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to Ameritech’s retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.
- 3.0 For purposes of this document, performance for CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both Ameritech and/or its affiliate (whichever is better, provided the number of affiliate data points exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

Ameritech will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$
 $M_{\text{ILEC}} = \text{ILEC Average}$
 $M_{\text{CLEC}} = \text{CLEC Average}$
 $\sigma_{\text{DIFF}} = \text{SQRT} [\sigma^2_{\text{ILEC}} (1 / n_{\text{CLEC}} + 1 / n_{\text{ILEC}})]$
 $\sigma^2_{\text{ILEC}} = \text{Calculated variance for ILEC}$
 $n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$
 $n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$\rho = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2:

$$\sigma_{\text{PILEC-PCLEC}} = \text{SQRT} \{ [\rho (1 - \rho)] / n_{\text{ILEC}} + [\rho (1 - \rho)] / n_{\text{CLEC}} \}$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{\text{PILEC-PCLEC}}$$

Where: $n = \text{number of observations}$
 $P = \text{Percentage or Proportion}$

For Measurement results that are expressed as Rates or Ratios:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$
 $R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$
 $R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$
 $\sigma_{\text{DIFF}} = \text{SQRT} \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] * (1 / \text{denom}_{\text{CLEC}} + 1 / \text{denom}_{\text{ILEC}}) \}$

4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{\text{ILEC}} - M_{\text{CLEC}}$, $P_{\text{ILEC}} - P_{\text{CLEC}}$, $R_{\text{ILEC}} - R_{\text{CLEC}}$).

4.4 For measurements where the performance delivered to CLEC is compared to Ameritech performance and for which the number of data points are 29 or less for either CLEC or Ameritech, Ameritech will apply the following alternatives for compliance.

4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both CLEC and Ameritech Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

Ameritech applies the Z-Test as described in section 3.0.

4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T.
- (2) Pool and mix the CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
- (4) Compute and store the Z-test score (Z_S) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the Z_S results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ($P = \text{rank} / T$).
- (9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

4.5 Ameritech and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

Ameritech agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1 Ameritech will pay Liquidated Damages to CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2.
- 5.3 Assessments are applicable to Tier 2 measures identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.

- 5.4 Ameritech will not be liable for the payment of Tier 1 damages until 10 days after receipt by Ameritech of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and Ameritech Ohio, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by Ameritech of the self-identification form posted on the CLEC OnLine website (<https://clec.sbc.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. Ameritech Ohio will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and Ameritech Ohio have signed.
- 5.5 Ameritech will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Ohio. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), Ameritech will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.
- 5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.sbc.com/clec>). Otherwise, remedy payment will be made via bill credit.
- 6.0 Procedural Safeguards and Exclusions
- 6.1 Ameritech agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, Ameritech and CLEC agree that proof of damages from any “noncompliant” performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. Ameritech and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 Ameritech’s agreement to implement these enforcement terms, and specifically its agreement to pay any “liquidated damages” or “assessments” hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. Ameritech and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) Ameritech’s payment of Tier 1 “liquidated damages” or Tier 2 “assessments” as evidence that Ameritech has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. Ameritech’s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that Ameritech’s performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by Ameritech under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where Ameritech seeks to offset the payment against any other damages CLEC might recover. Whether or not the nature of damages sought by CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Ameritech has met or continues to meet the requirements of section 271 of the Act.
- 6.3 Ameritech shall not be liable for Tier 2 “assessments” under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission’s service quality rules relating to the same performance. This section does not limit the Commission’s ability to

- assess remedies, penalties or fines regarding such performance consistent with their lawful authority.
- 6.4 Every six months, CLEC may participate with Ameritech, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.
- 6.5 CLEC and Ameritech will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then Ameritech will allow CLEC to have an independent audit conducted, at CLEC's expense, of Ameritech's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by CLEC, or if any new problem is identified, Ameritech shall reimburse CLEC any expense incurred by CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. Ameritech agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.
- 6.6 Ameritech agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Case No. 00-942-TP-COI. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by Ameritech and approved by the Commission will conduct these audits at Ameritech's expense.
- 7.0 Exclusions Limited
- 7.1 Ameritech will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless Ameritech prevails in a waiver of liability filed with the Commission seeking expedited resolution. Ameritech bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. Ameritech will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends Ameritech's ability to timely perform an activity subject to performance measurement, the applicable time frame in which Ameritech's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.

- 7.2 In addition to the provisions set forth herein, Ameritech shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by CLEC that is contrary to any of CLEC's obligations under its interconnection agreement with Ameritech or under the Act or Ohio law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.
- 7.3 In any event where Ameritech believes there has been an act or omission by CLEC that is contrary to any of CLEC's obligations under its interconnection agreement with Ameritech or under the Act or Ohio law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, Ameritech shall pay one-half of the Tier 1 remedies to CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if Ameritech prevails. If Ameritech does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. Ameritech shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. Ameritech will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by CLEC.
- 7.4 Ameritech Ohio and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Ohio interconnection agreement with CLEC) and Tier 2 assessments or voluntary payments made by Ameritech pursuant to any Ohio interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by Ameritech, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by Ameritech under all Ameritech Ohio interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all Ameritech Ohio interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but Ameritech has paid less than that amount due to the monthly threshold, Ameritech shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLEC, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, Ameritech shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5 Whenever Ameritech Tier 1 payments to CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then Ameritech may request a hearing before the Commission. Upon timely commencement of this proceeding, Ameritech must pay one-half of the damages owed to CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, Ameritech must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any

- amount in excess of the threshold amount. Ameritech's application will be processed in an expedited manner under the process set forth in the Procedural Rules. Ameritech will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If Ameritech reports non-compliant performance to CLEC for three consecutive months on 20% or more of the measures reported to CLEC, but Ameritech has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to CLEC for that period under the enforcement terms set out here, then CLEC may commence an expedited dispute resolution under this paragraph pursuant to the Commission's Procedural Rules to request that Ameritech should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding CLEC will have the burden of proof to demonstrate why Ameritech should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.
- 7.6 Ameritech Ohio's Tier 1 remedy liability to CLEC in any month will not exceed (will be capped at) the total billed revenue due Ameritech Ohio for services provided to CLEC in the same month for which the remedy liability was incurred.
- 7.7 Ameritech will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8 With respect to any interconnection agreement, Ameritech or CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.
- 8.0 Tier 1 Damages Payable to CLEC:
- 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when Ameritech delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which Ameritech has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which Ameritech Ohio met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.
- 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance Ameritech provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement

result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

RSM_{total} = Total count of Remedied Sub-Measure results

- 8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.
- 8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:
- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
 - Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

- 8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require Ameritech to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if Ameritech was out of compliance for four consecutive months for a given performance measurement reported for CLEC, Ameritech will have to provide CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.
- 8.7 During this "proof of compliance" period, Ameritech will make liquidated damages payments only for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for CLEC. This remedy payment amount will return to the lowest level of payment when Ameritech provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.

- 8.8 Ameritech Ohio is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for Ameritech Ohio to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. Ameritech Ohio will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.
- 8.9 In the event that performance measurement results need to be restated, Ameritech will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.
- 8.10 If it is determined through restatement of performance results or other means that Ameritech Ohio underpaid liquidated damages due CLEC, or assessments due the State, Ameritech Ohio will make additional payment/bill credit to CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that Ameritech Ohio overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.
- 8.11 Ameritech shall be able to apply any liquidated damages remedy payments due toward those charges that CLEC owes Ameritech for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, Ameritech Ohio will, at request of CLEC, initiate a "gap closure" effort. For a measure to which a floor applies, "gap closure" can be initiated when performance is below the floor for two consecutive months. The "gap closure" effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to CLEC within 30 days of CLEC's request. If CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	\$200
Per Measure / Cap*	\$20,000

TABLE 4: “Step-Down” Table Of Liquidated Damages For Tier 1 Measures				
	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13 Example Application of “Step-Down” Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for “Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance”, or the “Four Months” column in this example, then looking at the row for “Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month”, or the “One Month” row in this example. The intersecting cell indicates that remedies would be paid at the “Month Three Amount”, or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

- 9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as “Remedied” when Ameritech and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.
- 9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable

cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

- 10.1 If Ameritech fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:
 - If no reports are filed, \$5,000 per day past due;
 - If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2 If Ameritech alters previously reported data for CLEC, and after discussions with Ameritech CLEC disputes such alterations, then CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled “Exclusions Limited.”
- 10.3 When Ameritech performance creates an obligation to pay liquidated damages to CLEC or an assessment to the State under the terms set forth herein, Ameritech shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if Ameritech performance through March is such that Ameritech owes liquidated damages to CLEC for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). In order to receive payment by check, CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC website. For each day after the due date that Ameritech fails to pay the required amount, Ameritech will pay interest to CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.
- 10.4 Ameritech may not withhold payment of liquidated damages to CLEC unless Ameritech has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by CLEC as more fully described in Section 7.2 and 7.3.
- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for CLEC, the aggregate of all CLECs, and Ameritech.
- 10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Calculating Tier 1 Liquidated Damages

11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2 Calculating Tier 2 Assessments

11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until Ameritech reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a “rolling three month” basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for all CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for all CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that Section 12 be moved to Appendix 1 – Ameritech Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, Ameritech will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the “Qualifying Measurements”). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent Ameritech Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within “X” Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for Ameritech Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if Ameritech fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

- 12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where Ameritech has failed to provide parity or benchmark performance for 3 consecutive months. If Ameritech fails to provide parity or benchmark performance in Ohio for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.
- 12.6 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then Ameritech shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.
- 12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.
- 13.0 Attached hereto, and incorporated herein by reference, are the following Appendices:
- Appendix 1: Performance Measurement Business Rules (Ohio) (a document available from CLEC Account Managers or found on the Ameritech Performance Measurement website)
 - Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages
 - Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – Ameritech Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

AMENDMENT NO. ____
TO INTERCONNECTION AGREEMENT

By and Between

**The Ohio Bell Telephone Company
d/b/a SBC Ohio**

AND

TDS Metrocom, Inc.

**RECIPROCAL COMPENSATION AMENDMENT (ADOPTING FCC INTERIM
ISP TERMINATING COMPENSATION PLAN)**

This Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan) ("Amendment") between SBC Telecommunications, Inc. on behalf of and as agent for The Ohio Bell Telephone Company d/b/a SBC Ohio (hereinafter "SBC Ohio") and TDS Metrocom, Inc. ("TDS").

WHEREAS, SBC Ohio and TDS entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") for the state of Ohio that was approved by the Public Utilities Commission of Ohio (the "ICA");

WHEREAS, for the state of Ohio, the Parties desire to enter into an amendment to the current ICA setting forth the terms, conditions and rates for invoking the FCC's interim ISP terminating compensation plan on and after June 1, 2003; and

WHEREAS, TDS claims it is entitled to certain billing records for Unbundled Network Elements;

WHEREAS, SBC Ohio disputes TDS's claim that it is entitled to obtain certain UNE billing records; and

WHEREAS, in order to effectuate such compromise and settlement, the Parties wish to enter into this Amendment to memorialize certain of the terms and conditions of such compromise and settlement.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Scope of Agreement

1.1 This Amendment is intended to supersede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying ICA that set forth rates, terms and conditions for the terminating compensation for ISP-bound traffic lawfully compensable under the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order").

1.2 Any inconsistencies between the provisions of this Amendment and other provisions of the underlying ICA, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties in accordance with the change of law, intervening law or regulatory change provisions of the underlying ICA.

2.0 Scope of Amendment

2.1 The Parties agree to amend the underlying ICA with the provisions set forth in Exhibit A.

2.2 In addition, the Parties agree to amend the underlying ICA with the following:

Although SBC Ohio disputes any obligations to do so, in an effort to facilitate more accurate billing, commencing on January 1, 2004, and thereafter, SBC Ohio agrees that by the 15th calendar day each month, SBC Ohio will transmit to TDS summary record detail for UNE-P originated traffic destined for TDS in the state of Ohio ("**Billing Records**"). The format of such billing records shall be at SBC Ohio's discretion but shall include the following: state, company identifier, date, originating and terminating WTN, and volume. In the event SBC Ohio provides such records to TDS by the 15th calendar day of the month, TDS shall ensure that

the usage on this report is not included as usage on any reciprocal compensation or access bills that TDS issues to SBC Ohio. In the event TDS receives such information after the 15th calendar day of the month, TDS shall make every reasonable effort to credit SBC Ohio for such usage on the immediately following invoice. If, in TDS's reasonable opinion, the delayed receipt of such records makes it impossible for TDS to credit SBC Ohio on the immediately following invoice, credit will be issued on the next succeeding invoice.

3.0 Miscellaneous

3.1 This Amendment will be effective June 1, 2003 ("Effective Date") and will apply to all ISP-Bound Traffic exchanged between SBC Ohio and TDS on and after that date, contingent upon any necessary commission approval of the Amendment.

3.2 To the extent that compensation for intercarrier traffic on or after June 1, 2003 was already billed and/or paid prior to the time that the state commission approved this Amendment, the Parties agree to implement any adjustments, reimbursements, or other "true ups" necessary to make the rates and terms set forth in this Amendment effective for all traffic terminated on and after June 1, 2003.

3.3 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.

3.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT(S) SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

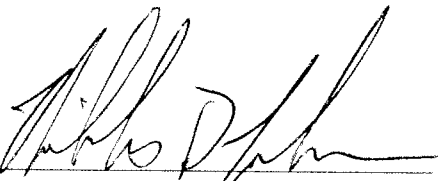
3.5 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.

3.6 "In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: 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 ("USTA") v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) 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); 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) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in the MFN Agreement constitute 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).). The Parties acknowledge and agree that SBC Ohio has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Ohio and as of the date of that election by SBC Ohio, the FCC Plan shall apply to this Agreement, as more specifically

provided for in this Amendment. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement."

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment (Adopting FCC Interim Terminating Compensation Plan) was exchanged in triplicate on this 21 day of December, 2004, by SBC Ohio, signing by and through its duly authorized representative, and TDS, signing by and through its duly authorized representative.

TDS Metrocom, Inc.

By: 

Title: Vice President
(Print or Type)

Name: Nicholas D. Jackson
(Print or Type)

Date: 12/13/04

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

By: 

Title: ^{For/} Senior Vice President-
Industry Markets and Diversified Businesses

Name: Kathy J. Wilkinson
(Print or Type)

Date: 12-21-04

EXHIBIT A

1. Scope of Amendment

- 1.1 SBC Ohio made an offer to all telecommunications carriers in the state of Ohio (the "Offer") to exchange traffic on and after June 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in TDS's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-Bound Traffic").

2. Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan

- 2.1 SBC Ohio and TDS hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic exchanged between the Parties on and after the Effective Date of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic. Notwithstanding anything contrary in this Amendment, the rebuttable presumption in Section 2.3 applies to TDS.
 - 2.2.2 The Parties agree to compensate each other for ISP-bound Traffic at a rate of \$.0007 per minute of use.
 - 2.2.3 Payment of Reciprocal Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry

standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, TDS and SBC Ohio agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between TDS and SBC Ohio exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, TDS and SBC Ohio will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights and Additional Change of Law Provisions

- 3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they 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). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by

either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission (“FCC”) whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

- 3.2 If a final, legally binding FCC order related to intercarrier compensation becomes effective including, without limitation, an FCC order that is issued upon the conclusion of the FCC’s Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Interccarrier Compensation Regime*, CC Docket 01 92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (collectively referred hereto as an “FCC Order:”), the affected provisions of this Agreement relating to intercarrier compensation shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective.

**AMENDMENT
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY
AND
TDS METROCOM, INC.**

The Interconnection Agreement ("Agreement") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC Ohio")¹ and TDS Metrocom, Inc. ("CLEC") (collectively, the "Parties") is hereby amended ("Permanent Order Amendment") as follows:

WHEREAS, the Public Utilities Commission of Ohio ("PUCO" or "Commission") issued an order ("First Interim Order") in Case No. 02-1280-TP-UNC dated March 11, 2004 to increase monthly recurring rates for 2-Wire analog UNE loops on an interim basis prior to a subsequent final order;

WHEREAS, the PUCO affirmed the First Interim Order in an Entry on Rehearing adopted on April 21, 2004, establishing the effective date for the interim rates set by the First Interim Order as April 21, 2004;

WHEREAS, consistent with the First Interim Order and Entry on Rehearing, SBC Ohio sent CLEC an amendment ("First Interim Order Amendment") to incorporate new rates into the Agreement for 2-wire analog UNE loops, unbundled 2-wire xDSL loops, 2-wire coin loops, and 2-wire ADSL loops;

WHEREAS, on December 21, 2004, the PUCO issued an order ("Second Interim Order") clarifying that the interim loop rates previously ordered by the Commission in the First Interim Order and Entry on Rehearing apply to unbundled 2-wire analog loops only (the "Interim Rates") and that such Interim Rates are applicable from April 21, 2004 through November 2, 2004 (the "Interim Rate Period");

WHEREAS, subsequent to the Second Interim Order, SBC Ohio sent CLEC an amendment ("Second Interim Order Amendment") to incorporate the Interim Rates into the Agreement for the Interim Rate Period and to remove the rates included in the First Interim Rate Order Amendment for 2-wire xDSL loops, 2-wire coin loops and 2-wire ADSL loops (the "Other Loop Rates");

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, the Parties are entering into this Permanent Order Amendment to incorporate the Interim Rates and Permanent Rates into the Agreement to replace the corresponding rates in the Agreement for the relevant time periods ordered.

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

1. The Agreement is hereby amended to incorporate the Permanent Rates reflected in Attachment A (which is incorporated herein). The Parties acknowledge and agree that the Permanent Rates become effective between the Parties as of November 3, 2004, in accordance with the Permanent Order.
2. The Parties acknowledge that the Interim Rates, as listed in Attachment B, remain effective for the period of April 21, 2004 through November 2, 2004, pursuant to the First Interim Order and Entry on Rehearing. Accordingly, the Agreement is hereby amended to incorporate the Interim Rates reflected in Attachment B (which is incorporated herein) for the Interim Rate Period only. If the Parties have entered into the First Interim

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.

Order Amendment and/or the Second Interim Order Amendment, this Permanent Order Amendment shall supercede such amendments upon becoming effective pursuant to Section 6 hereof.

3. SBC Ohio shall perform all billing and/or true-ups necessary to (i) apply the Interim Rates listed in Attachment B for the Interim Rate Period, (ii) credit CLEC, if applicable, for any billed Other Loop Rates assessed during the Interim Rate Period pursuant to the First Interim Rate Order Amendment, and (iii) apply the Permanent Rates listed in Attachment A hereto beginning November 3, 2004.² All other rates in the Agreement remain unchanged.
4. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA 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, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) 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 Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC OHIO shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. 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 Agreement and this Amendment constitute 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). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC OHIO has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Ohio, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC OHIO's right to exercise its option at any time to adopt on a date specified by SBC OHIO the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively under the adopted provisions beginning from the date that the MFN provisions becomes effective between SBC Ohio and the Adopting CLEC following the PUCO's order approving the Adopting CLEC's Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply under the adopted provisions retroactively prior to the Section 252(i) Effective Date.

Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

5. This Permanent Order Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the First Interim Order, Second Interim Order, and/or the Permanent Order, or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to such orders or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
6. The Parties acknowledge and agree that this Permanent Order Amendment shall be filed with, and is subject to approval by, the PUCO. Based on PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing. However, irrespective of the approval date, the Interim Rates and Permanent Rates shall be applied in accordance with the terms hereof (including footnote 2, when applicable). SBC Ohio may submit revised billing to CLEC, if necessary, to effectuate same.
7. This Permanent Order Amendment is the result of the PUCO's orders referenced herein and solely addresses rates and rate structures. Accordingly, no aspect of this Permanent Order 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 Permanent Order 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.
8. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather will be coterminous with the Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ____ day of _____, 2005, by SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

TDS Metrocom, Inc.

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

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

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

ATTACHMENT A
SBC OHIO/TDS METROCOM, 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	DSL Capable Loops		
33	2-Wire xDSL Loop		
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
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

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

ATTACHMENT A
SBC OHIO/TDS METROCOM, INC.

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
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

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

ATTACHMENT A
SBC OHIO/TDS METROCOM, INC.

Line	OHIO		USOC	Recurring
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

Attachment B

2-Wire Analog UNE - Loop Interim Rate increase
Effective April 21, 2004 through November 2, 2004

USOC	Description	New Rate
U2HXB	2-Wire Analog - Metro (Access Area B)	\$ 8.84
U2HXC	2-Wire Analog - Suburban (Access Area C)	\$ 10.38
U2HXD	2-Wire Analog - Rural (Access Area D)	\$ 11.43

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
AND
TDS METROCOM, INC.**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T") and TDS Metrocom, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Ohio.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated April 30, 2003 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, and TRO Remand as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective upon filing with such Commission (the "Amendment Effective Date").
8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 23rd day of March, 2006, by The Ohio Bell Telephone Company d/b/a AT&T Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

RVP Fiber Company, LLC*Filed w/o CLEC's signature per the PUCO's*By: March 7, 2006 entry in Case No. 05-887-TP-UNC**The Ohio Bell Telephone Company d/b/a AT&T Ohio
by AT&T Operations, Inc., its authorized agent**By: Rebecca L SparksName: _____
(Print or Type)

Name: Rebecca L. Sparks

Title: _____
(Print or Type)

Title: Executive Director-Regulatory

Date: _____

Date: March 23, 2006

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

OHIO TRO/TRRO ATTACHMENT

- 0.1 Definitions. The following definitions are applicable to this Attachment.
- 0.1.1 **Building.** For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address, (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings). An educational, industrial, governmental or medical premises or campus shall constitute a single building for purposes of the DS1 and DS3 loop caps provided that all of the structures are located on the same continuous property and the DS1 and/or DS3 loops are terminated at a single structure and are subsequently routed throughout the premises or campus, and the property, which is owned and/or leased by the same end-user customer, is not separated by a public roadway.
- 0.1.2 **Fiber-to-the-Curb (FTTC) Loop.** A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer’s premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU’s MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a “Predominantly Residential” MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer’s premises.
- 0.1.3 [Intentionally left blank.]
- 0.1.4 **Fiber-to-the-Home Loop.** A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).
- 0.1.5 **Hybrid Loop** is a local Loop and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.
- 0.1.6 **Mass Market Customer** is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises with a transmission capacity of 23 or fewer DS-0s.
- 0.1.7 [Intentionally left blank.]
- 0.1.8 **Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops.** In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.
- 0.1.9 **Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 1 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.

- 0.1.10 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.
- 0.1.11 Tier 3 Wire Centers. In accordance with Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.
- 0.1.12 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated in accordance with the TRRO, including Rule 51.5 as follows: A business line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."
- 0.1.13 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.14 A "DS1 Loop", in accordance with Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.15 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1).
- 0.1.16 [Intentionally left blank.]
- 0.1.17 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path.
- 0.1.18 Dedicated Transport is defined as set forth in Rule 51.319(e)(1).

0.1.19 [Intentionally left blank.]

0.1.20 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from AT&T, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. "Commingle" means the act of commingling.

0.1.21 "Commingled Arrangement" means the arrangement created by Commingling.

0.1.22 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).

0.1.23 "Rule" refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

1.0 TRO Affected Elements

1.1 TRO-Affected Elements. AT&T shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC's Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:

- (i) [Intentionally left blank]
- (ii) OCn level dedicated transport¹;
- (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops). To avoid any doubt, pursuant to this Attachment, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.
- (iv) OCn loops;
- (v) the feeder portion of the loop as a stand alone UNE under Section 251;
- (vi) packet switching, including routers and DSLAMs;
- (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities, except as provided for in Section 11.2 of this Attachment;
- (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except as provided for in Section 11.1.2 of this Attachment;
- (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
- (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
- (xi) line sharing, except as grandfathered as provided in the TRO.

1.2 Cessation TRO Affected Elements - New Orders. AT&T is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).

¹ Nothing herein is meant to indicate any agreement as to whether AT&T is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, AT&T and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements:
- 1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, AT&T will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein ("Identified Facility"). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.
- 1.3.2 For any TRO Affected Element that AT&T provides notice, AT&T shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from AT&T pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.
- 1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction including those services ordered from a Tariff. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule and/or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a service order is generated, the applicable service order charge will be the only applicable charge. For example, if the CLEC transitions to a special access service, only applicable order charges from the access tariff will apply. AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.
- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.1.3.2(i), above, and if CLEC and AT&T have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then AT&T will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.
- 1.5 [Intentionally Left Blank.]
- 2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements**
- To avoid any doubt, pursuant to this Attachment, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.
- 2.1 AT&T shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, except as follows:

- 2.1.1 AT&T shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) as may be modified by effective orders issued by the Public Utilities Commission of Ohio, such as those decided or issued in Case No. 05-298-TP-UNC and Case No. 05-299-TP-UNC. The price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established, if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, AT&T must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment. The Parties acknowledge that if CLEC does not have an Embedded Base ULS/UNE-P customers served through the Agreement then the terms and conditions of this Section 2.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and CLEC reserves its rights as to whether the requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law.
- 2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.
- 2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that AT&T has available and activated in the Local Circuit Switch.
- 2.1.1.3 In accordance with Rule 51.319(d)(4)(i), AT&T shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.
- 2.1.2 AT&T shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending upon the earlier of:
- (a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the ULS or UNE-P;
 - (b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or
 - (c) March 11, 2006.
- 2.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement by March 11, 2006. CLEC and AT&T agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRRO to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.

- 2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.
- 2.1.3.2 AT&T will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions
- 2.1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge.
- 2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, AT&T, without further notice or liability, will re-price such arrangements to market-based rates. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and AT&T does not complete all of the tasks necessary to complete a requested conversion or migration, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.
- 2.1.4 Notwithstanding the foregoing provisions of Section 2.1 and unless the CLEC specifically requests or has contractually agreed otherwise, to the extent an Embedded Base ULS/UNE-P customer is migrated to a functionally equivalent alternative service arrangement prior to March 11, 2006, the ULS/UNE-P Transition Rate shall continue to apply until March 10, 2006, provided that the alternative arrangement is purchased by CLEC from AT&T.
- 2.2 The provisions of this Section 2.0, apply and are operative with respect to AT&T's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.
- 3.0 **TRO Remand Affected Unbundled High-Capacity Loops and Transport**
- 3.1 AT&T is not required to provision the following new high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251 combination, except as follows:
 - 3.1.1 **Dark Fiber Unbundled Loops.** In accordance with Rule 51.319(a)(6)(i), AT&T is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis.

- 3.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.
- 3.1.2.1 In accordance with Rule 51.319(a)(4)(ii), AT&T is not obligated to provision to CLEC more than ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as unbundled Loops.
- 3.1.3 DS3 Loops. In accordance with Rule 51.319(e)(2), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.
- 3.1.3.1 In accordance with Rule 51.319(e)(2), AT&T is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as unbundled Loops.
- 3.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.9 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.
- 3.1.4.1 In accordance with Rule 51.319(3), AT&T is not obligated to provision to a CLEC more than ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.
- 3.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.
- 3.1.5.1 In accordance with Rule 51.319(e)(2), AT&T is not obligated to provision to a CLEC more than twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.
- 3.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Dark Fiber Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.

3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 loops and DS1 and DS3 dedicated transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

3.2.1 During the transition periods defined in Section 3.2 the rates for the High-Capacity Loop and Transport Embedded Base arrangements, in accordance with Rule 51.319(a), shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%* effective as of March 11, 2005. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

3.2.2 Where AT&T is no longer required to provide the Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.

With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to AT&T by the end of the transition period.

3.2.2.1 AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.

3.2.2.2 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge. AT&T will not impose any untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time, where the service is already established and will remain in place, in connection with any conversion of its Embedded Base.

3.2.2.3 [Intentionally left blank.]

3.2.2.4 If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then

on March 11, 2006, AT&T, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to AT&T, AT&T shall disconnect such arrangements that remain in place as of September 11, 2006.

4.0 Non-Impaired Wire Center Criteria and Related Processes

- 4.1 AT&T has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.8 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.9 and 0.1.10 have been met. AT&T's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the applicable transition period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by AT&T's wire center designation as of the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any affected Dark Fiber Transport arrangements affected by AT&T's wire center designations as March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the Public Utilities Commission of Ohio has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.8, 0.1.9 or 0.1.10 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T wire center non-impairment designation, the CLEC will provide a self-certification to AT&T identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T. In the event that the CLEC issues a self-certification to AT&T where AT&T has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and AT&T must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.0. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T shall provision the requested facilities in accordance with CLEC's order and within AT&T's standard ordering interval applicable to such facilities. If AT&T in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, AT&T will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

- 4.1.1 The parties recognize that wire centers that AT&T had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that was not designated by AT&T as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, AT&T may add the wire center to its list of designated wire centers and the Parties will use the following process:
- 4.1.1.1 AT&T may update the wire center list as changes occur.
 - 4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
 - 4.1.1.3 AT&T will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
 - 4.1.1.4 In the event the CLEC disagrees with AT&T's determination and desires not to have the applicable established DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected as set forth in Section 4.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to AT&T.
 - 4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against AT&T's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 12 months, transition applicable to DS1/DS3 Dedicated Transport is within 12 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 18 months. All Transitional Periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.
 - 4.1.1.6 If the CLEC does provide self-certification pursuant to Section 4.1.1.4 to dispute AT&T's designation determination, AT&T may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
 - 4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 4.1.2 If the Ohio Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If a CLEC withdraws its self-certification after a dispute has been filed with the Ohio Commission, but before the Ohio Commission has made a determination regarding the wire center designation, the

wire center designation(s) that were the subject of the dispute will be treated as though the Ohio Commission approved AT&T's designations.

- 4.1.3 AT&T may dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T shall notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. AT&T will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Attachment, whichever is later. AT&T shall include with the filing of its direct case testimony and exhibits which may reasonably be supplemented. To the extent to which this filing contains confidential information, AT&T may file that information under seal. AT&T shall offer to enter into a protective agreement under which AT&T would provide such confidential information to CLEC. AT&T shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. AT&T will notify CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the case number and directions for accessing the docket on the Public Utilities Commission of Ohio's website. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The Public Utilities Commission of Ohio's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Public Utilities Commission of Ohio to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., 60 calendar days after the self certification or within 60 days of the effective date of this Attachment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify CLECs via Accessible Letter of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1. During the pendency of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

- 4.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the applicable transition period is within the initial TRRO transition period described in Section 3.2.1 of this Attachment, CLEC will provide true-up based on the FCC transitional rate i.e., the rate that is the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15%. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by AT&T after March 11, 2005, thirty days after AT&T's notice of non-impairment. The transitional rate as set forth in Section 3.2.1 of this Attachment will continue to apply until the facility has been transitioned or through the end of the applicable transition period described in Section 3.2 of this Attachment, whichever is earlier. For all other affected loop/transport elements, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 3.2.1 of this Amendment.

- 4.1.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute.
- 4.2 [Intentionally left blank.]
- 4.3 The provisions of Section 3.2.2 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 4.4 AT&T will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection consistent with the end of the applicable transitional period identified in Section 4.1.1.5. AT&T will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 4.5 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.6 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and AT&T OHIO have failed to reach agreement under Section 3.2.2.4 above as to a substitute service arrangement or element, then AT&T may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 4.7 [Intentionally left blank.]
- 4.8 [Intentionally left blank.]
- 4.9 [Intentionally left blank.]
- 4.10 When more than 60 days from the issuance of an AT&T designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify, provided that it does so self-certify within 12 months (for DS1 or DS3 loops and transport) or 18 months (for dark fiber loops and transport) after the issuance of the Accessible Letter. AT&T may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4.1 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

5.0 Commingling and Commingled Arrangements

5.1 AT&T shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T. For the Commingled Arrangements listed in this Section 5.1, and any Commingled Arrangements voluntarily made available by AT&T in the future for any of the 13 AT&T ILEC states (i.e., the availability and subsequent posting to CLEC On-line was not as a result of a State Commission Order), AT&T will make such Commingled Arrangements available in Ohio except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Ohio. Where AT&T in any of its 13 ILEC States voluntarily provides a particular Commingled Arrangement to any CLEC in response to a BFR request (i.e., not as a result of a dispute resolution involving the BFR requesting such Commingled Arrangement), AT&T will make such Commingled Arrangement available in Ohio under this Agreement, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Ohio. The types of Commingled Arrangements which AT&T is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. The following AT&T Commingled Arrangements have been posted to CLEC-Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:

- i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
- ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
- iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
- iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
- v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
- vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#
- viii. UNE loop to special access multiplexer
- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
- xiii. While not a commingling arrangement, AT&T will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's eligibility criteria of Rule 51.318(b) applies, including the collocation requirement.

5.1.1 To the extent that AT&T requires the CLEC to submit orders for the commingling arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.

5.1.2 For any commingling arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by AT&T, CLEC shall request any such desired commingling arrangement and AT&T shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available AT&T

will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.

- 5.2 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, AT&T shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.
- 5.3 [Intentionally left blank.]
- 5.4 For example, without limitation of this provision, AT&T will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, AT&T will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.
- 5.5 Upon request, and to the extent required by applicable law and the applicable provisions of this Attachment, AT&T shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T (as well as requests where CLEC also wants AT&T to complete the actual Commingling), except that AT&T shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T, and AT&T shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from AT&T.
- 5.6 AT&T shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from AT&T. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any AT&T tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.7 When CLEC purchases Commingled Arrangements from AT&T, AT&T shall charge CLEC element-by-element and service-by-service rates. AT&T shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC's Triennial Review Order. As a general matter, "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.8 [Intentionally left blank.]

- 5.9 AT&T agrees that CLEC may request to Commingle the following elements to the extent that AT&T is required to provide them pursuant to Section 271 of the Act ("271 Elements") or Applicable Law: (i) Local Loop transmission from the central office to the End Users' premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services).
- 5.10 Unless expressly prohibited by the terms of this Attachment, AT&T shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from AT&T, (ii) services obtained from third parties or (ii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with AT&T.
- 6.0 EELs**
- 6.1 AT&T agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. AT&T shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, AT&T shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC's underlying Agreement.
- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:
- (A) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or
 - (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service.
- 6.3 AT&T shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. AT&T shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service eligibility criteria:
- 6.3.1. CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. AT&T hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.

6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to AT&T. Provided that AT&T has received such self certification from CLEC, AT&T shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled Network Elements.

6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 6, and not to self-certifications relative to routes, buildings and wire centers.

6.3.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):

- (i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
- (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;
- (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
- (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment;
- (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;
- (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
- (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.

6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:

- (A) Established pursuant to Section 251(c)(6) of the Act and located at AT&T's premises within the same LATA as the customer's premises, when AT&T is not the collocater; or
- (B) Established pursuant to any collocation type defined in any AT&T Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
- (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocater.

- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.
- 6.3.6 [Intentionally left blank.]
- 6.3.7 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing AT&T written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, AT&T shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL.
- 6.3.8 AT&T may audit CLEC's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Ohio with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the service eligibility criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon AT&T's written notice that an audit will be performed for Ohio, subject to Section 6.3.8.4 of this Section.
- 6.3.8.1 To invoke its limited right to audit, AT&T will send a Notice of Audit to CLEC, identifying examples of particular circuits for which AT&T alleges non-compliance and the cause upon which AT&T rests its audit. The Notice of Audit shall also include all supporting documentation upon which AT&T establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T seek to commence an audit.
- 6.3.8.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.
- 6.3.8.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 6.3.8.4 AT&T shall provide CLEC with a copy of the report within 2 business days from the date of receipt. If the auditor's report concludes that CLEC failed to comply in all material respects with the eligibility criteria, CLEC must true-up any difference in payments paid to AT&T and the rates and charges CLEC would have owed AT&T beginning from the date that the noncompliant circuit was established as a UNE/UNE combination (unless there is clear evidence in the auditor's report that the noncompliance occurred after the date the circuit was established, in which case true-up shall apply from such date of noncompliance), in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Attachment is effective. CLEC shall submit orders to

AT&T to either convert all noncompliant circuits to the equivalent or substantially similar wholesale service or disconnect noncompliant circuits. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the trued-up and correct rates and charges for each converted circuit beginning with the next billing cycle following AT&T's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Ohio Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. However CLEC shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant circuit for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding within such 30-day time period, AT&T may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC's customer's service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis in addition to paying trued-up and correct rates and charges, as provided by this section. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the Service Eligibility Requirements conditions set forth in this Section 6 for that UNE, arrangement, or circuit, as the case may be. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Ohio Commission and if the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to AT&T and AT&T shall retain any disputed amounts already paid by CLEC.

- 6.3.8.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse AT&T for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse AT&T in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.8.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.
- 6.3.8.6 To the extent the auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements, AT&T must reimburse CLEC for all of its reasonable costs associated with the audit.
- 6.3.8.7 CLEC will maintain the appropriate documentation to support its self certifications of compliance with the Eligibility Criteria pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its self certifications for as long as the Agreement is operative, plus a period of two years. AT&T can seek such an audit for any particular circuit for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the date the circuit was established) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the date the circuit was established.

6.3.8.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

6.3.8.9 In the event the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6 is limited to two years prior to the date of the invoice containing the backbilling following the results of the audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to AT&T from CLEC's collocation arrangement.

6.4.2 AT&T will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.

6.4.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1 unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.

6.5 [Intentionally left blank.]

6.6 Other than the service eligibility criteria set forth in this Section, AT&T shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer

7.0 Availability of HFPL for Purposes of Line Sharing

7.1 AT&T shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the HFPL in accordance with Rules 51.319(a)(1)(i)-(iv) and (b)(1).

7.2 Grandfathered and New End-Users: AT&T will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that AT&T charged prior to October 2, 2003 as set forth in Appendix Pricing of this Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, AT&T shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from AT&T, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement.

8.0 Routine Network Modifications

8.1 Routine Network Modifications – UNE Local Loops

- 8.1.1 AT&T shall make all routine network modifications to UNE Local Loop facilities used by CLEC where the requested UNE Local Loop facility has already been constructed. AT&T shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.1.2 A routine network modification is an activity that AT&T regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- 8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; or constructing and/or placing new manholes, or conduits or installing new terminals. AT&T is not obligated to perform such activities.
- 8.1.4 [Intentionally left blank.]
- 8.1.5 [Intentionally left blank.]
- 8.1.6 AT&T shall be entitled to recover the costs of routine network modifications, to the extent such costs are not otherwise recovered through the recurring or non-recurring charges in AT&T's current UNE rates.
 - 8.1.6.1 AT&T has established the following interim prices to be charged to CLEC for the routine network modifications (RNM) identified below:
 - i. Repeaters (per repeater)
 - a. Initial installation--\$588.24
 - b. Subsequent channels with trip--\$498.28
 - c. Subsequent channels without trip--\$414.32
 - ii. Dark Fiber Transport Splicing (per splice)
 - a. Initial--\$726.65
 - b. Additional splices, same enclosure--\$185.50
 - c. Additional splices, different enclosure, same path--\$521.66
 - 8.1.6.2 Any costs for other RNMs which AT&T asserts are not otherwise recovered through AT&T's recurring or non-recurring charges associated with AT&T's current UNE rates shall be addressed in the following manner: The first time an RNM function is performed by AT&T on behalf of a CLEC, AT&T should perform all functions and take all steps necessary to provide access to the requested UNE, including RNM, in a timely manner, and should charge that CLEC and all subsequent CLECs requesting that function an interim price for such service.
 - 8.1.6.3 The interim prices set forth or provided for in this Section 8.1.6 shall apply until AT&T and CLEC agree to other rates or until the State Commission determines different rates. The interim prices set forth or provided for herein shall be subject to true-up, back to the effective date of this Amendment, upon the effectiveness of the Ohio Commission's final order in a proceeding to

determine appropriate rates for RNMs. AT&T or CLEC may seek Ohio Commission review of any interim prices charged pursuant to this subsection 8.1.6.

8.2 Routine Network Modifications –UNE Dedicated Transport and Dark Fiber

- 8.2.1 AT&T shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by CLEC where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. AT&T shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.2.2 A routine network modification is an activity that AT&T regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.
- 8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals. AT&T is not obligated to perform the above stated activities for a CLEC. However, when a CLEC purchases Dark Fiber, AT&T shall not be obligated to provide the optonics for the purpose of lighting the Dark Fiber.

9.0 Batch Hot Cut Process

The "Batch Hot Cut Process Offerings" are new hot cut processes developed after multi-state collaboration between AT&T and interested CLECs. The Batch Hot Cut Process Offerings are available to CLECs in addition to any hot cut processes available pursuant to CLEC's underlying interconnection agreement. The Batch Hot Cut Process Offerings are designed to provide additional hot cut options for conversions of voice service provisioned by AT&T Ohio as resale, UNE-P, or Local Wholesale Complete™ to CLEC-provided analog, circuit switching. Detailed information and documentation regarding each of the Batch Hot Cut Process Offerings (including order guidelines, supported ordering scenarios, volume limitations (where applicable), and available due date intervals/cut times) is contained on AT&T's CLEC Online website (or successor website). Any future enhancements or modifications to AT&T's Batch Hot Cut Process Offerings will be made in accordance with AT&T's Change Management Process. AT&T will ensure that its Batch Hot Cut Process Offerings comply with all applicable Public Utilities Commission of Ohio batch cut rulings.

9.1 General:

- 9.1.1 Enhanced Daily Process: The "Enhanced Daily Process" option is designed to support hot cuts associated with new customer acquisitions. AT&T places no limitations on the number of Enhanced Daily Process orders CLEC may place per day.
- 9.1.2 Defined Batch Hot Cut Process: The "Defined Batch Hot Cut Process" is designed to support hot cuts associated with the conversion of CLEC's embedded base customers from service provisioned using AT&T-provided switching to service provisioned using CLEC-provided switching. CLEC may request up to one hundred hot cuts per day per central office using the Defined Batch

Hot Cut Process. The maximum number of Defined Batch Hot Cut Process requests that AT&T must accept for a single day in a single central office for all CLECs combined is two hundred lines.

- 9.1.3 Bulk Project Offering: The "Bulk Project Offering" is designed to support large volumes of hot cuts associated with the conversion of CLEC's embedded base customers from service provisioned using AT&T-provided switching to service provisioned using CLEC-provided switching.
- 9.2 Pricing For Batch Hot Cut Process Offerings. The per line rates applicable for each available Batch Hot Cut Process Offering option are set forth on the attached Batch Hot Cut Process Offerings Pricing Schedule, which is incorporated herein by this reference. The rates contained in the Batch Hot Cut Process Offering Pricing Schedule only apply to Batch Hot Cut Process Offering hot cut requests. To the extent that the rate application and/or rate structure for the Batch Hot Cut Process Offerings conflicts with provisions contained in CLEC's underlying interconnection agreement, the rate structure and/or rate application contained in the Batch Hot Cut Process Offering Pricing Schedule prevails for Batch Hot Cut Process Offering requests only. This Attachment does not modify the rate structure or rates applicable for any hot cuts requested using other hot cut processes supported by CLEC's underlying interconnection Agreement.

10.0 Conversions

10.1 Conversion of Wholesale Services to UNEs

- 10.1.1 Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)
- 10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, AT&T will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. AT&T agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, AT&T agrees to process CLEC's conversion requests on a case-by-case basis and without delay.
- 10.1.2.1 For UNE conversion orders for which AT&T has either a) not developed a process or b) developed a process that falls out for manual handling, AT&T will charge CLEC the Electronic Service Order (Flow Thru) Record charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then AT&T may charge service order charges and/or record change charges, as applicable.
- 10.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, AT&T shall not impose any untariffed termination charges, or any disconnection fees, re-connection fees, or charges associated with converting an existing wholesale service or group of wholesale services to UNEs or combinations of UNEs. AT&T may charge applicable service order charges or record change charges.
- 10.1.3 AT&T will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service

reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions

10.1.3.1 CLEC agrees to pay all non-recurring charges applicable to the conversion provided the order activities necessary to facilitate such conversion involves physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the conversion the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge. AT&T will not impose any untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time, where the service is already established and will remain in place.

10.1.4 AT&T shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

10.1.5 Except as provided in 10.1.2, in requesting a conversion of an AT&T service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T service sought to be converted.

11.0 FTTH Loops, FTTC Loops, Hybrid Loops and Retirement of Copper Loops

11.1 The following terms shall apply to FTTH and FTTC Loops.

11.1.1 New Builds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where AT&T has deployed such a Loop to premises that previously were not served by any AT&T Loop.

11.1.2 Overbuilds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when AT&T has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

- (a) AT&T shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless AT&T retires the copper Loop pursuant to the terms of Section 11.1.3.
- (b) If AT&T maintains the existing copper Loop pursuant to this Section 11.1.2, AT&T need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, AT&T shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.
- (c) For each copper loop retired pursuant to Section 11.1.3 below, AT&T shall offer to provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop

available. CLEC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.

- 11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, AT&T must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements and must provide CLECs using such copper loops with a copy of such Short Term notice via an accessible letter AT&T will perform, upon CLEC request, a line station transfer ("LST") where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in AT&T's Generic Interconnection Agreement.
- 11.1.4 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to, or ability to tap the full capabilities of, a local loop or subloop. As such, AT&T's modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC's access to distribution subloop) shall not limit or restrict CLEC's ability to access all of the loop features, functions and capabilities, including DSL capabilities, nor increase the price of any loop used by, or to be used by, CLEC. Furthermore, AT&T will comply with Rules 51.325 through 51.335, and any applicable state requirements.
- 11.2 Hybrid Loops Generally.
- 11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services AT&T shall provide CLEC with nondiscriminatory access to the time division multiplexing (TDM) features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to CLEC's self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the AT&T central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, AT&T is required to only make the TDM functionality available on an unbundled basis.
- 11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, AT&T shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.
- 11.2.3 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Appendix. AT&T may not impose special construction or other non-standard charges to provision such Hybrid Loops except as provided under this Agreement.
- 11.2.4 Feeder. AT&T shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

12.0 Use of Unbundled Network Elements

- 12.1 Except as provided in Section 6.0 of this Attachment, AT&T shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service CLEC seeks to offer.
- 12.2 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.
- 12.3 A CLEC that accesses and uses an unbundled network element consistent with paragraph 12.2 may provide any telecommunications services over the same unbundled network elements.

13.0 [Intentionally left blank.]

14.0 Entrance Facilities and Interconnection Facilities.

- 14.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T's networks, are Entrance Facilities that will no longer be Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.
- 14.2 Notwithstanding Section 14.1, AT&T is required to provide access to facilities that CLEC requests to interconnect with AT&T's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").

[illegible]

**AMENDMENT
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
AND
INTELLIFIBER NETWORKS, INC.**

The Interconnection Agreement ("the Agreement") by and between The Ohio Bell Telephone Company d/b/a AT&T Ohio¹ ("AT&T Ohio") and IntelliFiber Networks, Inc. ("CLEC") is hereby amended as follows:

WHEREAS, on March 13, 2003, the Public Utilities Commission of Ohio ("PUCO") issued an Opinion and Order in Case Nos. 96-922-TP-UNC and 00-1368-TP-ATA ("Order"), establishing interim rates, subject to retroactive true-up, for manual and detailed manual loop qualifications in association with xDSL capable loops, including the High Frequency Portion of the Loop ("HFPL") (collectively "PUCO-established Rates"); and

WHEREAS, in accordance with the Order, the interim manual and detailed manual loop qualification rates established by the PUCO will apply to each CLEC in Ohio with a corresponding loop qualification rate(s) in its Interconnection Agreement with AT&T Ohio that is noted as "To Be Determined" or "TBD", effective, the later of (i) the effective date of the CLEC's existing Interconnection Agreement in Ohio; or (ii) March 13, 2003, (i.e., the date of the PUCO-established Rates)² ("Rate Effective Date"); and

NOW, THEREFORE, pursuant to the Order, the Parties are entering into this Amendment to formally incorporate the PUCO-established Rates, as applicable, into the underlying Agreement:

- (1) The Pricing Schedule – Ohio to the Agreement is hereby amended to incorporate the following PUCO-established, interim loop qualification rate(s) into the underlying Agreement to replace and supersede the corresponding "TBD" rate(s) currently reflected in such Agreement:

Non-Recurring

Loop Qualification Process – Manual Rate:	\$22.50
Loop Qualification Process – Detailed Manual	\$131.08

Pursuant to the Order, as of the Rate Effective Date and on a prospective basis, these interim loop qualification rate(s) shall apply on an interim basis, subject to retroactive true-up, pending the establishment of a final loop qualification rate(s) by the PUCO, subject to Footnote 2, as applicable.

- (2) AT&T Ohio will calculate and apply to CLEC's bill any applicable credits or charges due CLEC as a result of such pricing change as of the Rate Effective Date; provided however, the Parties agree that any billing adjustments and payments made in accordance with this Amendment are not subject to AT&T Ohio's obligations under the Service Performance Measurements and that liquidated damages shall not apply to any adjustment or credits made in connection with this Amendment and will not be included in or affect any past, current or future performance measurement results.
- (3) The Parties agree that when the PUCO establishes a final rate(s) for manual and/or detailed manual loop qualifications, such final rate(s) shall be effective between the Parties as of the effective date of the PUCO Order or as otherwise determined by the PUCO; provided, however, such rates shall not be implemented between the Parties until the filing of an Amendment to this Agreement with the PUCO which reflects the final rate(s) established by the PUCO, subject to Footnote 2 above, as applicable. Upon implementation of the PUCO's final

¹ The Ohio Bell Telephone Company (previously referred to as "Ohio Bell" or "SBC Ohio") now operates under the name "AT&T Ohio".

²Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN Agreement becomes effective between AT&T Ohio and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

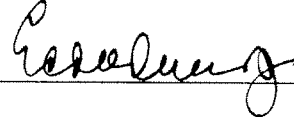
rate(s) for manual and/or detailed manual loop qualification(s), AT&T Ohio will calculate and apply to CLEC's bill any applicable credits or charges due CLEC as a result of such pricing change as of the Rate Effective Date.

- (4) The Parties understand and agree that the interim, PUCO-established Rates are being incorporated into the Agreement solely to effectuate the PUCO's Order. This Amendment does not in any way prohibit, limit or otherwise affect either Party from taking any position with respect to the Order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- (5) The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio ("PUCO"). Based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing; provided, however, as to CLEC and AT&T Ohio, the rates contained herein shall be applied in accordance with Paragraph 1 above (subject to Footnote 2 above, as applicable).
- (6) This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather, shall be coterminous with such Agreement.
- (7) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (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, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- (8) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IntelliFiber Networks, Inc.

The Ohio Bell Telephone Company d/b/a AT&T Ohio
by AT&T Operations, Inc., its authorized agent

Signature: 

Signature: 

Printed: Clint Heiden

Printed: Eddie A. Reed, Jr.

Title: President
(Print or Type)

Title: Director-Interconnection Agreements

Date: 4/22/10

Date: 4.28.10

**AMENDMENT
TO INTERCONNECTION AGREEMENT – OHIO**

By and Between

THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

and

INTELLIFIBER NETWORKS, INC.

The Interconnection Agreement ("the Agreement") by and between The Ohio Bell Telephone Company, d/b/a AT&T Ohio ("AT&T Ohio") and IntelliFiber Networks, Inc. ("CLEC") is hereby amended as follows:

WHEREAS, on March 13, 2003, the Public Utilities Commission of Ohio ("PUCO") issued an Opinion and Order in Case Nos. 96-922-TP-UNC and 00-1368-TP-ATA ("Order"), establishing interim rates, subject to retroactive true-up, for loop conditioning for the removal of excessive bridged tap, load coils and/or repeaters in association with xDSL capable loops, the High Frequency Portion of the Loop ("HFPL") and which will also apply to the High Frequency Portion of the Centrex Facility ("HFPCF") (collectively "Interim PUCO Loop Conditioning Rates"); and

WHEREAS, in accordance with the Order, the Interim PUCO Loop Conditioning Rates will apply to each order for an xDSL capable loop and the HFPL, and will also apply to each order for an HFPCF in Ohio, effective March 13, 2003 ("Rate Effective Date"); and

NOW THEREFORE, pursuant to the Order, the Parties are entering into this Amendment to formally incorporate the Interim PUCO Loop Conditioning Rates, as applicable, into the underlying Agreement:

- (1) The Pricing Schedule – Ohio to the Agreement is hereby amended to incorporate the following Interim PUCO Loop Conditioning Rates into the underlying Agreement to replace and supersede the corresponding loop conditioning rates for the removal of excessive bridged tap, load coils and/or repeaters in association with xDSL capable loops, the HFPL and/or the HFPCF, as applicable, currently reflected in such Agreement:

Non-Recurring

Interim PUCO Loop Conditioning Rates for the Removal of Excessive
Bridged Taps, Load Coils and/or Repeaters

Loops 17,500 in Actual Loop Length or Less: \$10.28

Loops over 17,500 in Actual Loop Length: \$66.10

Pursuant to the Order, as of the Rate Effective Date and on a prospective basis, these Interim PUCO Loop Conditioning Rates shall apply on an interim basis, subject to retroactive true-up, pending the establishment of final loop conditioning rates by the PUCO.¹

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively

- (2) AT&T Ohio will calculate and apply to CLEC's bill any applicable credits or charges due CLEC as a result of such pricing change as of the Rate Effective Date; provided however, the Parties agree that any billing adjustments and payments made in accordance with this Amendment are not subject to AT&T Ohio's obligations under the Service Performance Measurements and that liquidated damages shall not apply to any adjustment or credits made in connection with this Amendment and will not be included in or affect any past, current or future performance measurement results.
- (3) The Parties agree that when the PUCO establishes final rates for loop conditioning, such final rates shall be effective between the Parties upon a filing of an Amendment to this Agreement with the PUCO, or as otherwise determined by the PUCO. In any event, the Parties agree to amend the Agreement to reflect the final rates established by the PUCO, but that the effective date of such final rates shall not be contingent upon formally amending the Agreement if the PUCO orders a different effective date.
- (4) The Parties understand and agree that the Interim PUCO Loop Conditioning Rates are being incorporated into the Agreement solely to effectuate the PUCO's Order. This Amendment does not in any way prohibit, limit or otherwise affect either Party from taking any position with respect to the Order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- (5) The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the PUCO. Based upon PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 91st day after filing; provided, however, as to CLEC and AT&T Ohio, the rates contained herein shall be applied in accordance with Paragraph 1 above (subject to Footnote 1 above).
- (6) This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather, shall be coterminous with such Agreement.
- (7) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: 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 decision"); 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) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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) ("ISP Compensation Order"), which was

beginning from the date that the MFN provisions becomes effective between SBC Ohio and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T Ohio shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T Ohio has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an AT&T Ohio state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T Ohio's right to exercise its option at any time to adopt on a date specified by AT&T Ohio the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- (8) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IntelliFiber Networks, Inc.

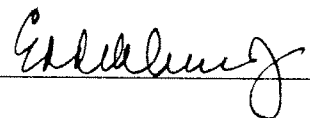
Signature: 

Printed: Clint Heiden

Title: President
(Print or Type)

Date: 4-22-10

The Ohio Bell Telephone Company d/b/a AT&T Ohio
by AT&T Operations, Inc., its authorized agent

Signature: 

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 4.28.10

**AMENDMENT
TO INTERCONNECTION AGREEMENT – OHIO
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
AND
INTELLIFIBER NETWORKS, INC.**

The Interconnection Agreement (the "Agreement") by and between The Ohio Bell Telephone Company d/b/a AT&T Ohio¹ ("AT&T Ohio") and IntelliFiber Networks, Inc. ("CLEC") is hereby amended as follows:

WHEREAS, the Public Utilities Commission of Ohio ("PUCO") issued an order ("Order") in Case No 99-938-TP-COI dated June 20, 2002, to temporarily reduce the rate for the UNE Basic Residential port rate for a period of two years; and

WHEREAS, in accordance with the Order, the interim rate set by the Order were to terminate effective May 12, 2004, and be returned to the rate applicable prior to the interim rate; and

WHEREAS, the Parties are entering into this Amendment to reflect the expiration of the interim rate and indicate that the earlier rate again apply, subject to the reservation of rights and other provisions hereof.

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

1. The new rate in Attachment A (which is incorporated herein), which reflect the increase of Basic Residential UNE Port Rate applicable under the Agreement, shall be deemed to be effective between the Parties as of May 12, 2004,² in accordance with the Order. The Parties understand and agree that the rate is being incorporated into the Agreement solely to effectuate certain pricing changes ordered by the PUCO.
2. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: 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 ("USTA") v. FCC, 290 F.3d 415 (D.C. Cir. 2002) 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); 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) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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) ("ISP Compensation Order"), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of

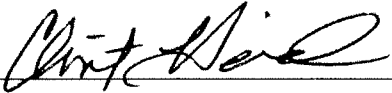
¹ The Ohio Bell Telephone Company ("Ohio Bell"), an Ohio corporation, is a wholly-owned subsidiary of SBC Midwest, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Ohio Bell uses the registered trade name SBC Ohio. SBC Midwest is a wholly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

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively under the adopted provisions beginning from the date that the MFN provisions becomes effective between SBC Ohio and the Adopting CLEC following the PUCO's order approving the Adopting CLEC's Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply under the adopted provisions retroactively prior to the Section 252(i) Effective Date.

Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T Ohio shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in the MFN Agreement constitute 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). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T Ohio has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Ohio, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T Ohio's right to exercise its option at any time to adopt on a date specified by AT&T Ohio the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

3. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
4. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the PUCO. Based on PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 91st day after filing; provided, however, as to CLEC and AT&T Ohio, the rate shall be applied in accordance with Paragraph 1 above (including footnote 1, when applicable).
5. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather will be coterminous with the Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IntelliFiber Networks, Inc.

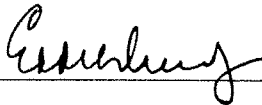
By: 

Name: Clint Heiden
(Print or Type)

Title: President
(Print or Type)

Date: 4-22-10

The Ohio Bell Telephone Company d/b/a A&T Ohio
by AT&T Operations, Inc., its authorized agent

By: 

Name: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements

Date: 4.28.10

Attachment A

UNE-P and UNE - L Rate increase

<u>USOC</u>	<u>Description</u>	<u>New Rate</u>
UJR	Basic Analog Residential Port	\$4.61

**RETAIL TARIFF AMENDMENT
TO
INTERCONNECTION AGREEMENT UNDER SECTION 251 AND 252 OF THE
TELECOMMUNICATIONS SECTION OF 1996
BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
AND
INTELLIFIBER NETWORKS, INC.**

This is a Retail Tariff Amendment (the "Amendment") to the Interconnection Agreement, including, without limitation, all appendices and attachments thereto (the "Agreement"), by and between The Ohio Bell Telephone Company¹ d/b/a AT&T Ohio ("AT&T Ohio") and IntelliFiber Networks, Inc. ("CLEC") (collectively referred to as "the Parties") previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

WHEREAS, On August 12, 2003, the United States Court of Appeals 7th Circuit in Wisconsin Bell v. Bie concluded that an Incumbent Local Exchange Carrier (ILEC) cannot be required by a state to tariff the terms and conditions of its wholesale offerings that are required pursuant to §251 of the Telecommunications Act of 1996 (the "1996 Act"); and,

WHEREAS, in its Opinion and Order in Case No. 06-1345-TP-ORD, dated June 6, 2007, the Public Utilities Commission of Ohio held that all regulated nonresidential Tier 2 services and all regulated toll services shall no longer be included in tariffs filed with the Commission, and,

WHEREAS, on April 1, 2008, AT&T Ohio will move the rates, terms and conditions for certain of its regulated retail services (as defined by Ohio law) from the retail tariff to the AT&T Ohio Guidebook (the "Guidebook"); and,

WHEREAS, such certain regulated retail services include non-residential Tier 2 services and all message toll services (residential and non-residential) and more specifically exclude:

- Primary business local exchange service access line and local usage
- Number Only Caller ID
- 2nd and 3rd business local exchange service access lines and usage in non-competitive exchanges
- Call Trace in non-competitive exchanges
- Call Waiting in non-competitive exchanges
- N-1-1 Service in non-competitive exchanges
- Non-Pub Service in non-competitive exchanges
- Payphone Access Lines in non-competitive exchanges
- Per Line Call Blocking in non-competitive exchanges
- Switched and Special Access services; and,

WHEREAS, the Parties desire to amend their current Agreement to reflect the above-referenced changes.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. INTRODUCTION

1.1 The Recitals hereon are incorporated into this Amendment.

¹ The Ohio Bell Telephone Company (previously referred to as "Ohio Bell" or "SBC Ohio") now operates under the name "AT&T Ohio."

- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 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.

2. AMENDMENT TO THE AGREEMENT

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:
- 2.1.1 All references in the Agreement, if any, to the retail tariff, or the like, shall be deemed to include the AT&T Ohio Guidebook (including, without limitation, its rates, terms and conditions). AT&T Ohio will post the Guidebook to an AT&T website at att.com/guidebook on or about March 1, 2008 and it will become effective on April 1, 2008.
- 2.1.2 Any changes to the rates, terms and conditions of the Guidebook will be automatically incorporated herein effective on the date any such change is made or otherwise effective as stated in the Guidebook.

3. AMENDMENT EFFECTIVE DATE

- 3.1 Based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing ("Amendment Effective Date") and is deemed approved by operation of law on the 91st day after filing.

4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. RESERVATIONS OF RIGHTS

- 5.1 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (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, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. MISCELLANEOUS

- 6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 6.2 This Amendment constitutes the entire amendment of the Agreement concerning the subject matter hereof and supersedes all previous proposals, both verbal and written.
- 6.3 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date".

IntelliFiber Networks, Inc.

By: Clint Heiden

Printed: Clint Heiden

Title: President

(Print or Type)

Date: 4-22-10

The Ohio Bell Telephone Company d/b/a AT&T Ohio
by AT&T Operations, Inc., its authorized agent

By: Eddie A. Reed, Jr.

Printed: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements

Date: 4.28.10

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/30/2010 10:15:26 AM

in

Case No(s). 10-0593-TP-NAG

Summary: Application for approval of an interconnection agreement and amendments electronically filed by Mrs. Verneda J. Engram on behalf of AT&T Ohio