

LARGE FILING SEPERATOR SHEET

CASE NUMBER: 04-1910-TP-NAG

FILE DATE: 12-28-04

SECTION: Part 1 of 3

NUMBER OF PAGES: 200

DESCRIPTION OF DOCUMENT: NEW case

FILE

250

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM
 (Effective: 10/01/2004)
 (Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

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

Case No. 04 -1910-TP-NAG

Name of Registrant(s) SBC Ohio
 DBA(s) of Registrant(s) SBC Ohio is a registered trade name of The Ohio Bell Telephone Company.
 Address of Registrant(s) 150 E. Gay Street, Room 4-C, Columbus, Ohio 43215
 Company Web Address www.sbc.com
 Regulatory Contact Person(s) Jon F. Kelly Phone (614) 223-7928 Fax: (614) 223-5955
 Regulatory Contact Person's Email Address jon.kelly@ameritech.com
 Contact Person for Annual Report Mike Schaedler Phone (216) 822-8307
 Consumer Contact Information Kathy Gentile-Klein Phone (216) 822-2395
 Date December 28, 2004 TRF Docket No. Docket No. 90-5032-TP-TRF

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

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

Company Type (check all applicable): ☐ CTS (IXC) ☒ ILEC ☐ CLEC ☐ CMRS ☐ AOS
☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. **It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.**

I. Please indicate the reason for submitting this form (check one)

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
☐ 2 (ABN) Abandonment of all Services
☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No.15 on this page.
☐ a. Switched Local ☐ b. Non-switched local ☐ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) _____
☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set forth in 95-845-TP-COI)
☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; Do Not Docket, 4 copies)
☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
☐ vi. Grandfather service (30-day approval, 10 copies)
☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
☐ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below
☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
☐ 12 (ATW) Application to Withdraw a Tier 1 Service
☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
☒ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
☐ 16 (SLF) Self-complaint Application
☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
☐ 17 (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
☐ 18 (ZTA) Tariff Notification Involving only Tier 2 Services

NOTE: Notifications do not require or imply Commission Approval.

- ☐ a. New End User Service (0-day notice, 10 copies)
☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)

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 PUCO
 This is to certify that the images appearing are an exact and complete reproduction of a case file submitted in the regular course of business document delivered in the regular course of business
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 technician *[Signature]*

☐ c. Withdrawal of service (0-day notice, 10 copies)

12.28.040183-28

☐ 19 Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service
- ☐ a. Tier 1 ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services - indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
- ☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
- CTR Docket No. _____ - _____ - TP - CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial Statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.

<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.
<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 20-21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. If Mirroring Large ILEC exchanges for both serving area and local calling areas: • Serving area must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • Local calling areas must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- ☒ 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Robert J. Wentz, Manager, 614/223-7950, Susan Drombetta, State Regulatory Advocate, 614/223-8184, Jon F. Kelly, Counsel, 614/223-7928, or Mary Ryan Fenlon, Counsel, 614/223-3302, SBC Ohio, 150 E. Gay Street, Room 4-C, Columbus, Ohio 43215

- V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Kathy Gentile-Klein
45 Erieview Plaza

Manager-Customer Complaints (216) 822-2395
Cleveland, Ohio 44114

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

- VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

Ameritech Advanced Data Services of Ohio, Inc., d/b/a SBC Advanced Solutions, Inc., Cert. No. 90-5181; Cincinnati SMSA Limited Partnership, d/b/a Cingular, Cert. No. 90-5304; Ameritech Wireless Communications, Inc., d/b/a Cingular, Cert. No. 90-5354; Ameritech Mobile Communications, Inc., d/b/a SBC Paging, Cert. No. 90-5541, SBC Long Distance, Inc., Cert. No. 90-6150.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer of the applicant corporation, _____, and am authorized to make this statement
(Name of Company)
on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) 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, supercede 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 _____ at _____
(Date) (Location)

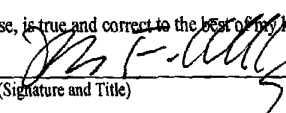
*(Signature and Title)

(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, verbatim, the Commission's Telecommunications Application Form 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)

Counsel 12/28/2004
(Date)

****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 (or to the Telecommunications Division Chief if a pre-filing submittal)
180 East Broad Street, Columbus, OH 43215-3793

Jon F. Kelly
General Counsel
Legal Department

SBC Ohio
150 E. Gay St., Room 4-A
Columbus, Ohio 43215

Phone 614.223.7928
Fax 614.223.5955
jk2961@sbc.com



December 28, 2004

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

Re: SBC Ohio/Insight Phone of Ohio, LLC
PUCO Case No. 04-1910-TP-NAG

Dear Ms. Jenkins:

SBC Ohio submits for the Commission's review its agreement dated December 8, 2004 with Insight Phone of Ohio, LLC. 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, Insight Phone of Ohio, LLC has sectionally adopted portions of the Interconnection Agreement between SBC Ohio and AT&T ("the underlying Agreement"). Three amendments included in this filing address UNE conforming language, the UNE residential port rate, and the UNE interim loop rate. The amendments were voluntarily negotiated by the Parties. The Commission approved the underlying Agreement on March 31, 2003 in Case No. 00-1188-TP-ARB.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Jon F. Kelly", with a stylized flourish at the end.

Enclosures

**AMENDMENT
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY
AND
INSIGHT PHONE OF OHIO, LLC**

The Interconnection Agreement (the "Agreement") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC Ohio")¹ and ("CLEC") is hereby amended as follows:

WHEREAS, the Public Utilities Commission of Ohio ("PUCO") issued an order ("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 ("Interim Rates") prior to a final order expected November 1, 2004;

WHEREAS, the PUCO affirmed its March 11, 2004 Order in an Entry on Rehearing adopted on April 21, 2004, establishing the effective date for the Interim Rates set by the Order as April 21, 2004; and

WHEREAS, the Agreement permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties are entering into this Amendment to incorporate the Interim Rates into the Agreement to replace the corresponding rates in the Agreement.

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

1. The rates under the Agreement related to monthly recurring charges for 2-Wire analog UNE loops are hereby replaced with the new rates in Attachment A (which is incorporated herein). All rates in the Agreement not affected by the Order remain unchanged. The Parties acknowledge and agree that the Revised Rates become effective between the Parties as of April 21, 2004,² in accordance with the applicable Order. The Parties understand and agree that the Interim Rates are 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

¹ The Ohio Bell Telephone Company, an Ohio corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The Ohio Bell Telephone Company operates under the name "SBC Ohio." Ameritech Corporation 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.

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"). 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. 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 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 31st day after filing. However, irrespective of the approval date, the Interim Rates shall be applied in accordance with Paragraph 1 above (including footnote 1, when applicable) beginning on April 21, 2004 and SBC Ohio may submit revised billing to CLECs, if necessary, to effectuate same.
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.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 8 day of Dec, 2004, by SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Insight Phone of Ohio, LLC

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

By: [Signature]

By: [Signature: Kathy J. Wilkinson]

Name: ELLIOT BRECHER
(Print or Type)
SENIOR VICE PRESIDENT
& GENERAL COUNSEL

Name: Kathy J. Wilkinson
(Print or Type)

Title: _____
(Print or Type)

Title: For/ President-Industry Markets

Date: 12/8/04

Date: 12-8-2004

FACILITIES-BASED OCN # 904C

ACNA IMW

Attachment A

2W Analog UNE - Loop Interim Rate increase

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
U2CXB	2-Wire COPTS Coin - Metro (Access Area B)	\$ 8.84
U2CXC	2-Wire COPTS Coin - Suburban (Access Area C)	\$ 10.38
U2CXD	2-Wire COPTS Coin - Rural (Access Area D)	\$ 11.43
2SLA1	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	\$ 8.84
2SLA2	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 10.38
2SLA3	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	\$ 11.43
2SLC1	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	\$ 8.84
2SLC2	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 10.38
2SLC3	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	\$ 11.43
2SLB1	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	\$ 8.84
2SLB2	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 10.38
2SLB3	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	\$ 11.43
2SLD1	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	\$ 8.84
2SLD2	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 10.38
2SLD3	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	\$ 11.43
UWRA1	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	\$ 8.84
UWRA2	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 10.38
UWRA3	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	\$ 11.43
2SLF1	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	\$ 8.84
2SLF2	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 10.38
2SLF3	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	\$ 11.43
U2FXB	2 WIRE ADSL COMPATIBLE LOOP	\$ 8.84
U2FXC	2 WIRE ADSL COMPATIBLE LOOP	\$ 10.38
U2FXD	2 WIRE ADSL COMPATIBLE LOOP	\$ 11.43
	(Grandfathered - embedded base only)	
U2UXB	2 WIRE ADSL COMPATIBLE LOOP	\$ 8.84
U2UXC	2 WIRE ADSL COMPATIBLE LOOP	\$ 10.38
U2UXD	2 WIRE ADSL COMPATIBLE LOOP	\$ 11.43
	(Grandfathered - embedded base only)	

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO
AND
INSIGHT PHONE OF OHIO, LLC**

This UNE Conforming Amendment is to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio¹ ("SBC Ohio") and Insight Phone of Ohio, LLC ("CLEC").

WHEREAS, the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, by its TRO, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act"), and therefore, SBC Ohio is no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law; and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in *United States Telecom Ass'n v. F.C.C.*, 359 F3d 554 (D.C. Cir. 2004) ("USTA II") on March 2, 2004 and its associated mandate on June 16, 2004; and

WHEREAS, the USTA II decision vacated certain of the FCC rules and parts of the TRO requiring the provision of certain unbundled network elements under Section 251(c)(3) of the Act, and therefore, SBC Ohio is no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law;

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended, as follows, to ensure that the terms and conditions of the Agreement related to specific network elements made available hereunder on an unbundled basis under Sections 252(c)(3) and (d)(2) are conformed so as to be consistent with applicable federal law:

1.1 Pursuant to the TRO and to the decision in USTA II, nothing in the Agreement requires SBC Ohio to provide to CLEC, on an unbundled basis, any of the following items, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality:

- 1.1.1 (i) entrance facilities (as defined in the USTA II decision or by applicable lawful FCC rules); (ii) dedicated transport (as defined in the USTA II decision or by applicable lawful FCC rules), at any level, including but not limited to DSO, OCn, DS1, DS3, or dark fiber transport; (iii) local circuit switching [or any other form of circuit switching]; (iv) OCn loops, DS1 or DS3 loops, or dark fiber loops; (v) the feeder portion of the loop; (vi) the "high frequency portion of the

¹The 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.

loop" (including as used in line sharing); (vii) any call-related database (other than the 911 and E911 databases), that is not provisioned in connection with CLEC's use of SBC Ohio's unbundled local circuit switching (as local circuit switching is no longer, or is no longer to be, provided under this Agreement on an unbundled basis, SBC Ohio is not obligated to provide, and CLEC shall not request such call-related databases, other than the 911 and E911 databases, under this Agreement); (viii) SS7 signaling that is not provisioned in connection with CLEC's use of SBC Ohio's unbundled local circuit switching (as local circuit switching is no longer, or is no longer to be, provided under this Agreement on an unbundled basis, SBC Ohio is not obligated to provide, and CLEC shall not request, SS7 signaling under this Agreement); (ix) packet switching, including routers and DSLAMs; (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 C.F.R. § 51.319(a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; (xi) fiber-to-the-home Loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops"), except to the extent that SBC Ohio has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case SBC Ohio will provide nondiscriminatory access to a transmission path capable of voice grade service over the FTTH loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

2.1 Notice and Transition. In addition, if one or more additional network elements not already identified in Section 1.2.1, above, cease to be required to be unbundled under Section 251(c)(3)), then SBC Ohio is not required to provide the 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 this Agreement, and the following notice and transition procedure shall apply:

2.1.1 SBC Ohio will provide written notice to CLEC of the fact that the network element(s) and/or the combination or other arrangement in which the network element(s) had been previously provided on an unbundled basis is no longer required to be provided. During a transitional period of thirty (30) days from the date of such notice, SBC Ohio agrees to continue providing such network element(s) under the terms of this Agreement.

2.1.1.1 Upon receipt of such written notice, CLEC will cease new orders for such network element(s) that are identified in the SBC Ohio notice letter. SBC Ohio reserves the right to monitor, review, and/or reject CLEC orders transmitted to SBC Ohio and, to the extent that the CLEC has submitted orders and such orders are provisioned after this 30-day transitional period, such network elements are still subject to this Paragraph 2.1, including the CLEC options set forth in subparagraph 2.1.1.2 below, and SBC Ohio's right of conversion in the event the CLEC options are not accomplished by the end of the 30-day transitional period.

2.1.1.2 During such 30-day transitional period, the following options are available to CLEC with regard to the network element(s) identified in the SBC Ohio notice, including the combination or other arrangement in which the network element(s) were previously provided:

(i) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the network element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or

(ii) SBC Ohio and CLEC may agree upon another service arrangement (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous resale service or access product or service may be substituted, if available, including any such product or service available by tariff.

Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 2.1.1.2(i), above, and if CLEC and SBC Ohio have failed to reach agreement, under subparagraph 2.1.1.2(ii), above, as to a substitute service arrangement or element, then SBC Ohio 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.

3. Intentionally Left Blank.
4. Except as prohibited or otherwise affected by the *Interim Order*, nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates", "dispute resolution" 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.
5. 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.
6. 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.
7. Upon written request of either Party, the Parties will amend any and all Agreement pricing schedules to accurately reflect the terms and conditions of this Amendment.
8. Notwithstanding any contrary provision in the Agreement, this Amendment, or any SBC Ohio tariff, nothing contained in the Agreement, this Amendment, or any SBC Ohio tariff shall limit SBC Ohio's or CLEC'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 State Commission, the FCC, any court or any other governmental authority related to, concerning, or that may affect SBC Ohio's obligations under the Agreement, this Amendment, any SBC Ohio tariff, or Applicable Law.
9. Any performance measures and remedies identified in the Agreement apply solely to UNEs which SBC Ohio is obligated to offer under Section 251(c)(3) of the Act. If an element is no longer required to be provided as an unbundled network element under this Agreement by virtue of this Amendment, SBC Ohio will have no obligation to report on or pay remedies for any measures associated with such element, notwithstanding any language to the contrary in the Agreement.
10. 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 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-13STATE 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-13STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-13STATE 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 SBC-13STATE's right to exercise its option at any time to adopt on a date specified by SBC-13STATE 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.

11. 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 upon PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 8
day of Dec, 2004, by SBC Ohio, signing by and through its duly authorized
representative, and CLEC, signing by and through its duly authorized representative.

Insight Phone of Ohio, LLC

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

By: [Signature]

By: Kathy J. Wilkinson

Name: _____

Name: Kathy J. Wilkinson

(Print or Type) ELIOT BRECHER
SENIOR VICE PRESIDENT
& GENERAL COUNSEL

(Print or Type)

Title: _____

Title: For/ President-Industry Markets

(Print or Type)

Date: 12/3/04

Date: 12-8-2004

FACILITIES-BASED OCN # 904C

ACNA IMW

**AMENDMENT
TO INTERCONNECTION AGREEMENT – OHIO
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO
AND
INSIGHT PHONE OF OHIO, LLC**

The Interconnection Agreement (the "Agreement") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio¹ ("SBC Ohio") and Insight Phone of Ohio, LLC ("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 1, 2004, and be returned to the rate applicable prior to the interim rate; and

WHEREAS, the PUCO extended the May 1, 2004 termination date to May 12, 2004; 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.*

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.

FCC, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Inter-carrier Compensation generally, issued in the Matter of Developing a Unified Inter-carrier 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), 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 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 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 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 31st day after filing; provided, however, as to CLEC and SBC 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.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 8 day of Dec, 2004, by SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Insight Phone of Ohio, LLC

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

By: [Signature]
Name: _____
(Print or Type) ELLIOT BRECHER
SENIOR VICE PRESIDENT
& GENERAL COUNSEL
Title: _____
(Print or Type)
Date: 12/3/04

By: [Signature]
Name: Kathy J. Wilkinson
(Print or Type)
Title: For/ President-Industry Markets
Date: 12-8-2004

FACILITIES-BASED OCN # 904C

ACNA IMW

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

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

This Interconnection Agreement (the "Agreement"), is being entered into by and between The Ohio Bell Telephone Company¹ (which uses the registered trade name SBC Ohio) ("SBC Ohio"), and Insight Phone of Ohio, LLC ("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 SBC Ohio and AT&T Communications of Ohio, Inc. (AT&T) 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 April 24, 2003 in Case No. 00-1188-TP-ARB, including any amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

WHEREAS, notwithstanding the above, SBC Ohio has agreed to make available to CLEC the Separate Agreement for adoption in exchange for CLEC's agreement, in conjunction with its adoption of the Separate Agreement, to amend such Agreement to conform it to governing law; and

WHEREAS, the amendment(s) the Parties have agreed to on a negotiated basis to conform the Separate Agreement to governing law, along with any other voluntarily negotiated provisions which are also set forth in an amendment(s) to this MFN Agreement (collectively the "MFN Agreement") are all incorporated herein by this reference, and are attached hereto and will be submitted to the Commission for approval; 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 SBC 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 All references to "AMERITECH INFORMATION INDUSTRY SERVICES, a division of Ameritech Services, Inc. a Delaware Corporation, on behalf of and as agent for" in the Separate Agreement are hereby replaced with "The Ohio Bell Telephone Company (which uses the registered trade name SBC Ohio) ("SBC Ohio"), an Ohio corporation" for purposes of this MFN Agreement and SBC Ohio's address of "350 North Orleans, 3rd Floor, Chicago, IL 60654" in the Separate Agreement is hereby replaced with "150 E. Gay St., Room 4-A, Columbus, OH 43215."

¹ The Ohio Bell Telephone Company, Ohio Bell, an Ohio corporation, is a wholly-owned subsidiary of SBC Midwest which now uses the registered trade name of "SBC Ohio." SBC Midwest is a wholly owned subsidiary of SBC Communications Inc.

- 2.2 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of this MFN Agreement be deemed to refer to CLEC.
- 2.3 References 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 28.2), 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 May 3, 2006. (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 28.2 entitled "Amendment or Other Changes to the Act; Reservation of Rights" shall mean the 24th day of April, 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:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Gregory Cameron /Director of Telecommunications Legal Affairs
STREET ADDRESS	810 Seventh Avenue, 41 st Floor
CITY, STATE, ZIP CODE	New York, NY 10019
FACSIMILE NUMBER	917-286-2301

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

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

- 2.6 In Section 30.1.1 Authorization, the references to "Ameritech" are replaced with references to "SBC Ohio" and Ameritech's state of incorporation is the state of "Ohio." In Section 30.1.2 after "State of", CLEC's state of incorporation of Ohio.
- 2.7 The following name before the signature line of the Separate Agreement "AMERITECH INFORMATION INDUSTRY SERVICES SBC OHIO" is hereby revised to read "SBC Telecommunications, Inc. as Agent for The Ohio Bell Telephone Company (which uses the registered trade name SBC Ohio)" for purposes of this MFN Agreement.
- 2.8 Schedule 2.1, "Implementation Schedule" of the Separate Agreement is hereby revised to delete any carrier-specific interconnection or access to UNE information and to incorporate the following language in its place for purposes of this MFN Agreement: "The interconnection activation points and interconnection activation date shall be mutually determined by the Implementation Team in accordance with Section 3.4.4 and Schedule 12. SBC Ohio's position is that any proposed interconnection with a switch that is not capable of providing local exchange service (including 911 service) does not fall within the intent or scope of this Agreement."

3.0 Reservations of Rights


- 3.1 WHEREAS, in entering into this MFN Agreement, SBC Ohio does not waive, 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 as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this MFN Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, 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 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), 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 MFN Agreement (including any amendments to this MFN Agreement), **SBC ILEC** 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 this MFN Agreement and except to the extent that SBC Ohio has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Ohio in which this MFN Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this MFN Agreement, these rights also include but are not limited to SBC Ohio 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 MFN Agreement. It is SBC Ohio position that this MFN Agreement is subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the MFN Agreement and also is subject to any appeals involving the MFN 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 MFN Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the MFN Agreement, 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"). In such event, it is SBC Ohio position and intent that the Parties immediately incorporate changes from the Separate Agreement, made as a result of any such action into this MFN Agreement. Where revised language is not immediately available, it is SBC Ohio position and intent that the Parties shall expend diligent efforts to incorporate the results of any such action into this MFN Agreement on an interim basis, but shall conform this MFN Agreement to the Separate Agreement, once such changes are filed with the appropriate state commission. With respect to any Written Notices hereunder, Any disputes between the Parties concerning the interpretations of the actions required or the provisions affected shall be handled under the Dispute Resolution Procedures set forth in this MFN Agreement.

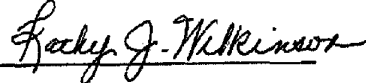
- 3.2 It is SBC Ohio's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all other rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

IN WITNESS WHEREOF, the Parties hereto have caused this MFN Agreement to be executed as of this 8
day of Dec, 2004.

Insight Phone of Ohio, LLC

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

By: 

By: 

Printed: ELLIOT BRECHER
SENIOR VICE PRESIDENT
& GENERAL COUNSEL

Printed: Kathy J. Wilkinson

Title: _____

Title: For/ President - Industry Markets

Date: 12/3/04

Date: 12-8-2004

FACILITIES-BASED OCN # 904C

ACNA IMW

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

Dated: , 2003

By and between

Ohio Bell Telephone Company d/b/a SBC Ameritech Ohio
through its authorized agent SBC Telecommunications, Inc.

And

AT&T Communications of Ohio, Inc.

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

This Agreement, which shall become effective as of the _____ day of _____, 2003, is entered into by and between AT&T Communications of Ohio, Inc., an Ohio corporation having an office at 222 West Adams Street, 15th Floor, Chicago, IL 60606 ("AT&T") and Ohio Bell Telephone Company d/b/a SBC Ameritech Ohio, with offices at 227 West Monroe Street, 13th Floor, Chicago, Illinois 60606 ("SBC-AMERITECH" or "Ameritech" herein) through its authorized agent SBC Telecommunications, Inc.

RECITALS

A. SBC-AMERITECH is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Ohio.

B. SBC-AMERITECH is engaged in the business of providing, among other things, local Telephone Exchange Service within Ohio.

C. AT&T has been granted authority to provide certain local Telephone Exchange Services within Ohio and is a Local Exchange Carrier as defined by the Act.

D. 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 Telecommunications Services as required by the Act as set forth herein.

NOW, THEREFORE, in consideration of the mutual premises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AT&T and SBC-AMERITECH hereby agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

1.0 Definition and Construction.

1.1 Structure. This Agreement includes certain Exhibits and Schedules that immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

1.2 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings specified in Schedule 1.2 or as defined elsewhere in this Agreement.

1.3 Interpretation.

- (a) The definitions in Schedule 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The words “shall” and “will” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits, Appendices and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (d) Unless the context shall otherwise require, any reference to any agreement, other instrument (including SBC-AMERITECH, AT&T or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- (e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

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- (f) 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.

1.4 Joint Work Product. 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.

1.5 Regional Matters.

- (a) AT&T Corp. has a regional administrative structure in which its central region ("**Region**") comprises the states of Illinois, Ohio, Indiana, Michigan and Wisconsin, states in which SBC-AMERITECH Ohio and its Affiliates conduct business operations and in which SBC-AMERITECH Ohio and certain of its Affiliates are Incumbent Local Exchange Carriers. SBC-AMERITECH Ohio and AT&T Communications of Ohio, Inc. currently perform, or cause their Affiliates to perform, administrative and specialized business operations on a centralized basis in the Region.
- (b) The Parties shall cooperate in the administration and performance of this Agreement and any other agreements between the Parties and their Affiliates approved under Section 252 of the Act relating to the Parties' provision of Telecommunications Services in the Region (the "**Regional Interconnection Agreements**") so that the following are accomplished:
 - (1) Whenever this Agreement requires a procedure for deployment of the relevant facilities, services and functions, the Parties shall, to the maximum extent practicable in light of local state differences, use a single Joint Operational Team (as hereinafter defined) to develop operational plans which will satisfy the requirements of all Regional Interconnection Agreements. Except as necessary to accommodate individual state differences or requirements, meetings of the Joint Operational Team shall be held in Chicago, Illinois; and
 - (2) The Parties agree that they will use their best efforts to maintain single points of contact and operational interfaces for all Regional Interconnection Agreements.

ARTICLE II
GENERAL SERVICE RELATED PROVISIONS

2.0 General Service Related Provisions.

2.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Articles III and IV for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide AT&T access to SBC-AMERITECH's unbundled Network Elements pursuant to Article IX, shall be established on or before the corresponding "Interconnection Activation Date" shown for each LATA and Wire Center in the trunking plans attached to the Notices of Interconnection and agreed to by the Parties. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in Article III, Section 3.10.4. Trunking plans exchanged by the Parties may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs and Wire Centers.

2.2 Bona Fide Request. Any request by AT&T for access to additional or new Network Elements on an unbundled basis or existing Combinations (as defined in Article IX) that are not otherwise provided by the terms of this Agreement or by order or rule of the Commission at the time of such request shall be made pursuant to the Bona Fide Request process set forth on Schedule 2.2.

2.3 Technical References. Technical References that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed on Schedule 2.3 (the "Technical Reference Schedule") to assist the Parties in meeting their respective responsibilities hereunder.

Unless the context shall otherwise specifically require, and subject to Section 29.3 of Article XXIX, whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, SBC-AMERITECH Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, (collectively, a "Referenced Instrument"), it will, be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein. If a dispute about interpretation arises, the parties shall submit the matter for resolution pursuant to Section 28.3 of this Agreement. Ohio Local Service Guideline (LSG) XVI(F) requires that local exchange carriers give six (6) months prior notice of changes in technical requirements if these requirements will affect existing or anticipated interconnection arrangements in any

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way.

2.4 Use of Services. Subject to the requirements of this Agreement, the Act, the Commission and the FCC, AT&T may, subject to the payment to SBC-AMERITECH of all applicable charges, add to, delete from or change a purchased Resale Service or Network Element in the provision of service to its Customer.

ARTICLE III
INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

3.0 Interconnection Pursuant to Section 251(c)(2).

3.1 Scope. Article III 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 business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Articles IV and V prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this Article III related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

3.2 Interconnection Points and Methods.

3.2.1 In each LATA where the Parties interconnect, AT&T and SBC-AMERITECH shall Interconnect their networks, at AT&T's option, at the correspondingly identified SBC-AMERITECH Tandem Switch Center or End Office POIs and AT&T Switch Center POIs in such LATAs for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

3.2.2 AT&T, at its option, may request Interconnection of its facilities and equipment to SBC-AMERITECH's network at any technically feasible point in SBC-AMERITECH's network, for a Telecommunications Service that SBC-AMERITECH offers to itself, its subsidiaries, its Affiliates or other persons, pursuant to Section 251(c)(2) of the Act. AT&T may, at its option, Interconnect its facilities and equipment at SBC-AMERITECH's Tandem Offices or SBC-AMERITECH's End Offices. At AT&T's option, Interconnection shall be established via one-way or two-way trunking. The Parties' respective cost obligations relating to the apportionment of costs in the establishment of one-way and two-way trunking are set forth in Section 3.2.3.1, below.

3.2.2.1 **Physical Collocation Interconnection.** When AT&T provides its own facilities or uses the facilities of a third party to an SBC-AMERITECH Tandem or, at AT&T's option, End Office and wishes to place its own transport terminating equipment at that location, AT&T may Interconnect using the provisions of Physical Collocation as set forth in Article XII or applicable state tariff.

3.2.2.2 **Virtual Collocation Interconnection.** When AT&T provides its own facilities or uses the facilities of a third party to an SBC-AMERITECH Tandem or, at AT&T's option, End Office and wishes for SBC-AMERITECH to place

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transport terminating equipment at that location on AT&T's behalf, AT&T may Interconnect using the provisions of Virtual Collocation as set forth in Article XII or applicable tariff. Virtual Collocation allows AT&T to choose the equipment vendor and does not require that AT&T be Physically Collocated.

3.2.2.3 Leased Facility Interconnection. Where facilities exist, either Party may lease facilities from the other Party as defined in Section 3.7 of this Agreement.

3.2.2.4 Fiber Meet Interconnection as described below.

3.2.2.5 Any other technically feasible Interconnection method which is consistent with the Act.

3.2.3 As provided in Section 251(c)(2) of the Act, AT&T, at its option, may request Interconnection of its facilities and equipment to SBC-AMERITECH's network at any technically feasible point in SBC-AMERITECH's network, including a mid-span meet arrangement, at any transmission rate for a Telecommunications Service that SBC-AMERITECH offers to itself, its subsidiaries, its Affiliates or other persons.

3.2.3.1 Where AT&T elects to establish Interconnection at an SBC-AMERITECH Tandem Office, costs will be apportioned as between AT&T and SBC-AMERITECH, as follows:

3.2.3.1.1 Should AT&T choose to utilize one-way trunks, AT&T will pay for the underlying facilities for trunks used to transport traffic from AT&T to SBC-AMERITECH. SBC-AMERITECH will pay for the underlying facilities for trunks used to transport traffic from SBC-AMERITECH to AT&T.

3.2.3.1.2 Should AT&T choose to establish interconnection via two-way trunking, AT&T and SBC-Ameritech shall each pay their pro rata share of costs of the underlying facilities, as the facilities are installed, from the AT&T Switch Center to the SBC-AMERITECH Switch, End Office or Tandem, based on the volume and directionality of traffic in the preceding quarter.

3.2.4 Each Party shall, (i) provide trained personnel with adequate and compatible test equipment to work with each other's technicians, and (ii) provide maintenance and provisioning for their respective sides of the demarcation point.

3.2.5 At least one POI must be established within the LATA where SBC-AMERITECH operates as an incumbent LEC and AT&T has a switch and End Users in that LATA.

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3.2.6 If AT&T elects Collocation as an Interconnection method or elects a network architecture that requires SBC-AMERITECH to Interconnect with AT&T's facilities via Collocation, AT&T agrees to provide to SBC-AMERITECH Collocation for purposes of that Interconnection on a non-discriminatory basis and on rates, terms and conditions set forth in this Agreement.

3.2.7 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from each AT&T Switch Center in the LATA to each SBC-AMERITECH, combined local and Access Tandem or local Tandem, where AT&T originates or terminates local and/or toll traffic with SBC-AMERITECH.

3.2.8 AT&T is solely responsible for the facilities that carry OS/DA, 911 or mass calling. SBC-AMERITECH may allow, solely at its discretion, AT&T to use jointly provided Interconnection facilities to carry service traffic of this type.

3.3 AT&T Methods of Interconnection. In addition to Collocation in SBC-AMERITECH's Switch Center or Fiber Meet as currently provided for in the Agreement, AT&T may interconnect with SBC-AMERITECH for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in AT&T's network for termination on SBC-AMERITECH's network by using the method of Interconnection described below:

3.3.1 Under this method of Interconnection, AT&T will transport Local Traffic and IntraLATA Toll Traffic to SBC-AMERITECH's Tandem Offices by using trunks (i.e., DS1's) on existing DS3 access facilities between AT&T's Switch Center POIs and the SBC-AMERITECH Tandem Office POI. Such facilities may be provided by SBC-AMERITECH, AT&T, other vendors used by AT&T or SBC-AMERITECH, or a combination thereof.

3.3.2 If additional capacity is needed for Interconnection under this method, AT&T will provision such facilities: (i) from SBC-AMERITECH under its access tariff, (ii) from SBC-AMERITECH under Article IX of the Agreement, (iii) from AT&T's own facility inventory, or (iv) from an alternative access vendor.

3.3.3 AT&T may interconnect with SBC-AMERITECH at a DS1 bandwidth. SBC-AMERITECH may allow Interconnection at other bandwidths where technically feasible and mutually agreeable at termination charges to be agreed upon by the Parties.

3.4 RESPONSIBILITIES OF THE PARTIES

3.4.1 AT&T and SBC-AMERITECH shall:

3.4.1.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

3.4.1.2 Notify each other when there is any change affecting the service requested, including the due date.

3.4.1.3 Provide maintenance and provisioning for their respective sides of the POI.

3.5 SBC-AMERITECH Methods of Interconnection.

3.5.1 SBC-AMERITECH will Interconnect with AT&T for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in SBC-AMERITECH's network for termination on AT&T's network by using one of the following methods or such other methods as may be agreed upon by the Parties:

- a) In those AT&T Switches where SBC-AMERITECH does not have an existing LEC Access Equipment Room by terminating in space allocated for Interconnection in such AT&T Switches; the prices for such Interconnections shall be the same as for the method or interconnection described in Section 3.5.2, below, and the process for such Interconnection will be defined by an Operations Team consisting of representatives of the Parties;
- b) In those AT&T Switches where SBC-AMERITECH does have an existing LEC Access Equipment Room, Collocation in the LEC Access Equipment Room in AT&T's Switch Centers as described in Section 3.5.2 below;
- c) Leasing of DS1 facilities from AT&T as described in Sections 3.5.3 and 3.5.4, below; or
- d) Leasing facilities from third parties' collocated in AT&T's space as described in Section 3.5.5 below.

3.5.2 Where SBC-AMERITECH chooses Collocation in the LEC Access Equipment Room in AT&T's Switch Center as the method of Interconnection, SBC-AMERITECH may transport Local Traffic and IntraLATA Toll Traffic to the designated POI in AT&T's Switches by using its self-provided facilities that are terminated in SBC-AMERITECH's equipment located in the LEC Access Equipment Room in AT&T's Switch Center used to provide Total Service Access for AT&T or in AT&T provided equipment (when both AT&T and SBC-AMERITECH are located in the same building).

3.5.2.1 Collocation for purposes of this method of Interconnection will be furnished by AT&T under the same terms and conditions that it is provided today to SBC-AMERITECH for total service access terminal equipment. However, since these terms and conditions may vary from AT&T Switch Center to AT&T Switch Center, AT&T agrees that the terms and conditions described in Article XXXI of

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the Agreement will apply. AT&T agrees to provide such Collocation on a non-discriminatory basis in accordance with the requirements of Section 3.2.5 of the Agreement and Section 202(a) of the Act.

3.5.2.2 In order to accommodate this method of Interconnection, SBC-AMERITECH may utilize existing equipment installed for the purposes of providing total service access for AT&T's use or place additional equipment in the space.

3.5.2.3 SBC-AMERITECH will interconnect with AT&T at each AT&T Switch Center in the LATA from each SBC-AMERITECH Tandem Switch Center at which AT&T elects to interconnect with SBC-AMERITECH. In those LATAs where AT&T does not have a Switch or where AT&T has customers served by a Switch in another LATA, AT&T will designate a POI in the LATA where SBC-AMERITECH will interconnect with AT&T. Any transport of traffic beyond that POI will be AT&T's responsibility and at AT&T's cost. If AT&T has more than one local switch in the same building, the interconnection POI for all switches may be located in the same physical space.

3.5.2.4 SBC-AMERITECH must Interconnect with AT&T at a DS1 bandwidth. AT&T may allow Interconnection at other bandwidths where technically feasible and mutually agreeable at termination charges to be agreed upon by the Parties. DS1 Collocation Termination charges apply for the use of space provided for terminating Local Traffic and IntraLATA Toll Traffic as specified in the Pricing Schedule. If the facility is terminated to AT&T at a DS3 level, SBC-AMERITECH must purchase 28 DS1 Collocation Termination charges and DS3 to DS1 multiplexing from AT&T.

3.5.3 Where AT&T's POI is in an ILEC territory other than SBC-AMERITECH's in a multi-jurisdictional LATA, SBC-AMERITECH may interconnect using such other ILEC facilities for transporting Local Traffic and IntraLATA Toll Traffic to the designated POI in AT&T's Switch Centers by using ILEC provided facilities which are terminated in ILEC's equipment located in the LEC Access Equipment Room in AT&T's Switch Center used to provide Total Service Access for AT&T or in AT&T provided equipment (when both AT&T and the ILEC are located in the same building) on the same terms and conditions as specified in Section 3.5.2.

3.5.4 In the future, SBC-AMERITECH may utilize Alternate Access Providers which are collocated in AT&T Switch Centers to lease facilities for interconnecting with AT&T for the termination of Ameritech's Local Traffic and IntraLATA Toll Traffic. Upon notification from Ameritech of its intent to utilize Alternate Access Provider facilities, AT&T will provide applicable pricing to be agreed upon by the Parties.

3.6 Leasing of Facilities – Both Parties.

3.6.1 SBC-AMERITECH offers leased facilities from the applicable Access Tariff.

3.6.2 Leasing of facilities from either Party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.

3.6.3 In addition, either Party may lease facilities from the other Party upon mutual agreement. Leased facilities may be used as: (i) a permanent method of Interconnection, or (ii) an interim method of Interconnection if either Party does not have sufficient capacity on its transport equipment.

3.7 SBC-AMERITECH Leasing of Facilities from AT&T.

3.7.1 Where SBC-AMERITECH chooses to lease facilities from AT&T as the method of Interconnection, SBC-AMERITECH will transport traffic to the designated POI in AT&T's Switch Centers by using DS1 facilities furnished by AT&T. Such facilities will be used by SBC-AMERITECH solely for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in SBC-AMERITECH's network for termination on AT&T's local network. The POI will be established pursuant to the requirements of Section 3.2.

3.7.1.1 If SBC-AMERITECH requests to lease AT&T provided facilities, AT&T will determine the availability of DS1 transport capacity between SBC-AMERITECH and AT&T in order to fulfill the Interconnection access request. If capacity is available, AT&T will notify SBC-AMERITECH and provide Connecting Facility Assignments (CFA). If DS1 capacity is not available from AT&T provided facilities, AT&T will notify SBC-AMERITECH that AT&T will not fulfill the Interconnection access request. AT&T will have no obligation to add facilities to meet SBC-AMERITECH request.

3.7.1.2 If SBC-AMERITECH leases facilities from AT&T, such facilities will be provided pursuant to AT&T's standard terms and conditions for that service, except that the rates specified in the Pricing Schedule shall supersede the corresponding rates in such standard terms and conditions.

3.7.1.3 The standard interval for AT&T provided facilities is thirty-three (33) Business Days from the date of receipt of SBC-AMERITECH's ASR. However, the initial request for Interconnection at an AT&T Switch Center will be regarded as a project and therefore require negotiated intervals on an individual case basis.

3.7.2 Where SBC-AMERITECH elects to Interconnect with AT&T using the method described in Section 3.5.2 and does not have sufficient capacity on its transport equipment in the LEC Access Equipment Room in AT&T's Switch Center to meet the Interconnection traffic requirements, SBC-AMERITECH may use facilities leased from

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AT&T. AT&T will provide SBC-AMERITECH ninety (90) calendar days prior notice of its intent to begin accepting incoming traffic from SBC-AMERITECH. Interim facilities leased from AT&T will be provided by AT&T pursuant to the requirements of Section 3.7.1, subject to the following:

3.7.2.1 If SBC-AMERITECH elects to use AT&T provided DS1 facilities for an interim period, SBC-AMERITECH will pay AT&T the non-recurring charge and the monthly recurring charge for these facilities, subject to the discount described below.

3.7.2.2 No discounts shall apply if the additional equipment that SBC-AMERITECH must install can be added to existing bays in the space.

3.7.2.3 If SBC-AMERITECH elects the addition of a new bay to complete Interconnection by Collocation, and AT&T gives SBC-AMERITECH less than ninety (90) calendar days advance notice of its intention to accept incoming traffic, the DS1 rate will be reduced by one sixtieth (1/60) of the monthly recurring charge for each day less than such ninety (90) calendar days of the notification of intent to accept incoming traffic. The discounted rate will only be applicable for a period of no longer than one hundred and fifty (150) calendar days from the date AT&T informed SBC-AMERITECH of its intention to accept incoming traffic. At the one hundred and fifty first (151st) calendar day, the discounts will no longer apply. SBC-AMERITECH may use these facilities as a permanent method of Interconnection or to transition to physical Collocation as a method of Interconnection. If SBC-AMERITECH opts to transition to physical Collocation facilities, AT&T will waive additional non-recurring charges. If SBC-AMERITECH elects to keep leased facilities as a permanent method of Interconnection, AT&T will bill SBC-AMERITECH for, and SBC-AMERITECH will repay, the discounts that were applied in the interim period.

3.8 AT&T Leasing of Facilities from SBC.

3.8.1 AT&T will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.

3.8.2 Any request by AT&T for leased facilities where facilities, equipment, or riser cable do not exist will be considered by SBC-AMERITECH under the Bona Fide Request ("BFR") Process set forth in Section 2.2 of the Agreement.

3.9 Fiber-Meet.

3.9.1 Fiber Meet Interconnection between SBC-AMERITECH and AT&T can occur at any mutually agreeable and technically feasible point between AT&T's premises and an SBC-AMERITECH Tandem or End Office within each LATA.

3.9.2 Where the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall negotiate and mutually agree upon, as well as jointly engineer and operate such an Interconnection.

3.9.3 The Parties shall, solely at their own expense, procure, install and maintain the agreed-upon Fiber Optic Terminal ("FOT") equipment, multiplexing and fiber in each of their locations where the Parties establish a Fiber Meet for the purposes of interconnection, in capacity sufficient to provision and maintain all trunk groups prescribed by Articles III and IV.

3.9.4 There are currently four basic Fiber Meet design options. They are:

3.9.4.1 Design One: AT&T's fiber cable (four fibers) and SBC-AMERITECH's fiber cable (four fibers) are connected at a technically feasible point between AT&T and SBC-AMERITECH 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.

3.9.4.2 Design Two: AT&T will provide fiber cable to the last entrance (or SBC-AMERITECH designated) manhole at the SBC-AMERITECH Tandem or End Office switch. SBC-AMERITECH shall make all necessary preparations to receive and to allow and enable AT&T to deliver fiber optic facilities into that manhole. AT&T will provide a sufficient length of Optical Fire Resistant ("OFR") cable for SBC-AMERITECH to pull the fiber cable through the SBC-AMERITECH cable vault and terminate on the SBC-AMERITECH fiber distribution frame ("FDF") in SBC-AMERITECH's office. AT&T shall deliver and maintain such strands wholly at its own expense up to the POI. SBC-AMERITECH shall take the fiber from the manhole and terminate it inside SBC-AMERITECH's office on the FDF at SBC-AMERITECH's expense. In this case the POI shall be at the SBC-AMERITECH designated manhole location.

3.9.4.3 Design Three: SBC-AMERITECH will provide fiber cable to the last entrance (or AT&T designated) manhole at AT&T location. AT&T shall make all necessary preparations to receive and to allow and enable SBC-AMERITECH to deliver fiber optic facilities into that manhole. SBC-AMERITECH will provide a sufficient length of Optical Fire Resistant ("OFR") cable for AT&T to run the fiber cable from the manhole and terminate on AT&T fiber distribution frame ("FDF") in AT&T's location. SBC-AMERITECH shall deliver and maintain such strands wholly at its own

expense up to the POI. AT&T shall take the fiber from the manhole and terminate it inside AT&T's office on the FDF at AT&T's expense. In this case the POI shall be at AT&T designated manhole location.

3.9.4.4 Design Four: Both AT&T and SBC-AMERITECH 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. SBC-AMERITECH will provide the fibers associated with the "working" side of the system. AT&T 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 SBC-AMERITECH location.

3.9.5 Other design options that are technically feasible and consistent with the Act may be mutually developed and agreed to by the Parties.

3.9.6 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Switch Center through a point separate from that through which such Party's own fiber exited.

3.9.7 For Fiber-Meet arrangements, each Party will be responsible for: (i) providing its own transport facilities to the Fiber-Meet, and (ii) the cost to build-out its facilities to such Fiber-Meet.

3.9.8 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal ("FOT") equipment. 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 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.

3.9.9 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 that are not derived from the other, and meet the criteria identified above. The AT&T location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from SBC-AMERITECH. This location is AT&T's responsibility to provision and maintain.

3.9.10 AT&T and SBC-AMERITECH 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. The SBC-AMERITECH location includes all SBC-AMERITECH FOT, multiplexing and fiber required to terminate the optical signal provided from AT&T. This location is SBC-AMERITECH's responsibility to provision and maintain.

3.10 Interconnection in Additional LATAs.

3.10.1 If AT&T determines to offer Telephone Exchange Service within SBC-AMERITECH 's service areas in any additional LATA, AT&T shall provide written notice to SBC-AMERITECH of its need to establish Interconnection in such LATA pursuant to this Agreement.

3.10.2 The notice provided in Section 3.10.1 shall include: (i) address of the initial AT&T Switch Center POI(s) AT&T has designated in the new LATA, (ii) AT&T's requested Interconnection Activation Date, and (iii) a non-binding forecast of AT&T's trunking requirements.

3.10.3 Unless otherwise agreed by the Parties, the Parties shall designate the AT&T Switch Center AT&T has identified as its initial Routing Point in the LATA as the ATIWC in that LATA and shall designate the SBC-AMERITECH Tandem Office Wire Center within the LATA nearest to the ATIWC (as measured in airline miles utilizing the V&H coordinates method) as the SBC-AMERITECH Interconnection Wire Center AIWC in that LATA.

3.10.4 The Interconnection Activation Date in each new LATA shall be mutually established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the average interval to establish Interconnection via Collocation or Fiber-Meet is one hundred and fifty (150) days. Unless otherwise agreed to by the Parties, the interconnection Activation Date in each new LATA or each new Interconnection Point within a LATA shall be the earlier of: (1) the date mutually agreed by the Parties which time shall be reasonably related to the actual time needed for activation, or (2) the date that is one-hundred and fifty (150) days after the date on which AT&T delivered notice to SBC-AMERITECH pursuant to Section 3.10.1. Within ten (10) business days of SBC-AMERITECH's receipt of AT&T's notice, SBC-AMERITECH and AT&T shall confirm the AIWC, the ATIWC and the Interconnection Activation Date by mutually agreeing to a Trunk Plan. Notwithstanding the current average interval to establish Interconnection by Collocation, SBC-AMERITECH will make its best effort to meet AT&T's requested Interconnection Activation Date.

3.11 Additional Interconnection in Existing LATAs. If AT&T deploys additional switches in a LATA after the Effective Date, or otherwise wishes to establish Interconnection with additional SBC-AMERITECH End Office or Tandem Switches, AT&T shall be entitled, upon written notice thereof to SBC-AMERITECH, to establish such Interconnection, and the terms and conditions of this Agreement shall apply to such Interconnection. If SBC-AMERITECH deploys additional switches in a LATA after the Effective Date, or otherwise wishes to establish Interconnection with additional AT&T Switch Centers, SBC-AMERITECH shall be entitled, upon written notice thereof to AT&T, to establish such Interconnection, and the terms and conditions of this Agreement shall apply to such Interconnection. If SBC-AMERITECH establishes an additional Tandem Switch or AT&T establishes an additional Switch Center in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections relating to Tandem Switches or Switch Centers that serve the other Party's Customers within the Exchange Areas served by such Tandem Switches or Switch Centers, as the case may be.

3.12 Nondiscriminatory Interconnection. Interconnection shall be equal in quality as provided in Section 251 (c) (2) (C) of the Act and on rates, terms and conditions consistent with Section 251 (c) (2) (D) of the Act.

3.13 Network Management.

3.13.1 AT&T and SBC-AMERITECH shall work cooperatively to install and maintain a reliable network. AT&T and SBC-AMERITECH 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.

3.13.2 AT&T and SBC-AMERITECH shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.13.3 AT&T and SBC-AMERITECH shall participate in a joint engineering review of Trunk Usage Report data every six (6) months to identify changes needed in the trunking that exists between AT&T Switch Centers and SBC-AMERITECH Tandem Switches with the objectives of: (1) minimizing blocking, (2) balancing trunk utilization, (3) identifying low trunk utilization, (4) identifying modifications to the existing trunk network to improve trunking efficiency.

3.13.4 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.

AT&T and SBC-AMERITECH will immediately notify each other of any protective control action planned or executed.

3.13.5 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.

3.13.6 AT&T and SBC-AMERITECH shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

3.13.7 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. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.

3.14 911 Service.

3.14.1 911 Arrangements are arrangements for routing 911 calls from AT&T Customers to the appropriate Public Safety Answering Point ("PSAP"), passing certain customer information for display at the PSAP answering station based on the class of 911 service (Basic 911 or E911) deployed in the area. SBC-AMERITECH shall provide 911 Arrangements to AT&T as described in this **Section 3.14** in each exchange in which: (i) AT&T is authorized to provide local exchange services, and (ii) SBC-AMERITECH is the 911 service provider. The provisions in this **Section 3.14** apply only to 911 Arrangements provided as Ancillary Functions. 911 functionality for Unbundled Network Element Combinations and for Local Service Resale shall be governed by provisions in **Article IX** (Unbundled Access) and **Article X** (Resale at Wholesale Rates) of this Agreement. In providing 911 Arrangements to AT&T, SBC-AMERITECH shall comply with all laws, rules and regulations concerning emergency services.

3.14.2 Service and Facilities Provided.

- (a) SBC-AMERITECH will provide AT&T with multiplexing at a designated SBC-AMERITECH Central Office at the rates set forth in the **Pricing Schedule** and pursuant to the terms and conditions in applicable tariffs. SBC-AMERITECH will also provide AT&T upon request with dedicated trunking from the SBC-AMERITECH Central Office to the designated SBC-AMERITECH Control Office(s) with sufficient capacity to route AT&T's originating 911 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Trunks shall be established as CAMA MF trunks until SS7 connectivity is required by the applicable jurisdiction.

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Thereafter, trunks shall be established with SS7 signaling and both parties will cooperate to implement CCIS trunking. Such trunking will be provided at the rates set forth in the Pricing Schedule or applicable state tariff. If AT&T forwards the ANI information of the calling party to the Control Office, SBC-AMERITECH will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by AT&T, SBC-AMERITECH will display a Central Office identification code for display at the PSAP.

- (b) AT&T will provide a minimum of two (2) one-way outgoing channels per diverse path to route originating 911 traffic from AT&T's End Office(s) to the SBC-AMERITECH Central Office(s). The points of Interconnection for primary and diverse routes are identified at Section 3.14.5. AT&T may, at its option, acquire such trunking from SBC-AMERITECH at rates, terms and conditions provided in SBC-AMERITECH's tariffs.
- (c) SBC-AMERITECH shall assure sufficient capacity at the 911 tandem or selective router to meet AT&T's requests for interconnection within twenty (20) business days after receipt of the request. When SBC-AMERITECH network force and load conditions require a longer implementation timeframe, SBC-AMERITECH will notify AT&T within five (5) business days after receipt of the request and the timeframe will be agreed upon. Interconnection to the 911 tandem shall be established to provide path and route diversity when technically feasible.
- (d) SBC-AMERITECH shall provide the following information to AT&T, and shall promptly notify AT&T of any changes:
 - (1) SBC-AMERITECH processes and requirements for ordering trunks for 911 service and interconnection to the 911 tandem or selective router.
 - (2) Trunk group specifications.
 - (3) E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.
 - (4) Description of SBC-AMERITECH's diversity for facility routing, where technically feasible.
 - (5) Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.

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- (6) For SBC-AMERITECH only, the SBC-AMERITECH Trunk Group Design Guide (“**TGDG**”) will be provided to AT&T. The TGDG will provide specific information on SBC-AMERITECH Selective Routers for each rate center/NPA-NXX to assist AT&T in designing its 911 trunk groups.
 - (7) Lists of rate centers in which DMS Management and selective routing for E911 calls is provided by different entities for different portions of the same rate center. This information may be incorporated into the SBC-AMERITECH TGDG.
 - (8) ALI interface information and access to the DMS sufficient, when combined with other Unbundled Network Elements, to allow AT&T to provide services to its own End Users equivalent to the ALI services provided by SBC-AMERITECH for its End Users.
- (e) SBC-AMERITECH shall route E911 calls delivered by AT&T to SBC-AMERITECH's 911 tandems or selective routers to PSAPs. SBC-AMERITECH shall provide to the PSAPs and validate AT&T Customer information from the ALI/ANI database.
- (f) SBC-AMERITECH will provide to AT&T a complete copy of the Master Street Address Guide (“**MSAG**”) that will specify valid address ranges for Customers within the Exchange Areas served by AT&T. The MSAG will be provided in a media and format usable with personal computers, free of charge, once each year, and SBC-AMERITECH shall provide electronic updates monthly. SBC-AMERITECH shall cooperate with AT&T to ensure the accuracy of information about AT&T Customers in the MSAG and shall assist in resolving any errors. SBC-AMERITECH shall notify PSAPs of any errors in the MSAG concerning AT&T Customers. The MSAG will be provided by exchange rate center or community upon request.
- (g) SBC-AMERITECH will coordinate access to the SBC-AMERITECH ALI database for the initial loading and updating of AT&T Customer information. Access coordination will include:
- (1) SBC-AMERITECH provided format requirements and a delivery address for AT&T to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. SBC-AMERITECH shall confirm receipt of this data as described in Section 3.14.2(n);
 - (2) Coordination of error resolution involving entry and update activity;
 - (3) Provisioning of specific 911 routing information on each access line;

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- (4) Providing AT&T with reference data required to ensure that AT&T's Customer will be routed to the correct Control Office when originating a 911 call.
- (h) SBC-AMERITECH shall provide an electronic interface to the ALI/DMS database, through which AT&T or its agent may provide a daily update of AT&T Customer Information. SBC-AMERITECH shall provide AT&T with the record input format, consistent with NENA-02-001 and subsequent NENA formats (NENA Recommended Formats for Data Exchange). SBC-AMERITECH shall provide error reports from the ALI/DMS database to AT&T within one (1) business day after AT&T or its agent enters information into the ALI/DMS database.
- (i) If an electronic interface to the ALI/DMS database is not available, SBC-AMERITECH shall establish interim processes and procedures to receive and process AT&T Customer information within one (1) business day.
- (j) SBC-AMERITECH shall provide AT&T query access to the ALI/DMS database to verify the accuracy of AT&T Customer information.
- (k) AT&T shall pay SBC-AMERITECH charges as set forth in the **Pricing Schedule** or in the applicable state tariff in states where 911 tariffs exist.
- (l) In the event of an SBC-AMERITECH or AT&T 911 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 911 Service between the Parties.
- (m) SBC-AMERITECH will provide the order number and circuit identification code in advance of the service due date.
- (n) AT&T or its third party agent will provide Automatic Location Identification (ALI) data to SBC-AMERITECH for use in entering the data into the 911 database. The initial ALI data will be provided to SBC-AMERITECH in a format prescribed by SBC-AMERITECH. AT&T is responsible for providing SBC-AMERITECH updates to the ALI data and error corrections which may occur during the entry of ALI data to the SBC-AMERITECH 911 Database System. AT&T shall reimburse SBC-AMERITECH for any additional database charges incurred by SBC-AMERITECH for errors in ALI data updates caused by AT&T or its third party agent. SBC-AMERITECH will confirm receipt of such data and corrections by the next Business Day by

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providing AT&T with a report of the number of items sent, the number of items entered correctly, and the number of errors.

- (o) AT&T will monitor the 911 circuits for the purpose of determining originating network traffic volumes. AT&T will notify SBC-AMERITECH if the traffic study information indicates that additional circuits are required to meet the current level of 911 call volumes.
- (p) Incoming trunks for 911 shall be engineered to assure minimum P.01 grade of service as measured using the "busy day/busy hour" criteria.

3.14.3 Compensation. In addition to the amounts specified in Section 3.14.2, AT&T shall compensate SBC-AMERITECH as set forth in the Pricing Schedule or based upon tariff pricing in States where 911 tariffs have been filed.

3.14.4 Additional Limitations of Liability Applicable to E911/911 Service.

- (a) SBC-AMERITECH is not liable for the accuracy and content of ALI data that AT&T delivers to SBC-AMERITECH. AT&T is responsible for maintaining the accuracy and content of that data as delivered.
- (b) Notwithstanding anything to the contrary contained herein, SBC-AMERITECH's liability to AT&T and any third person shall be limited to the maximum extent permitted by Section 4931.49 of the Ohio Rev. Code.

3.14.5 911 Interconnection for Primary and Diverse Routes. AT&T's point of Interconnection for E911/911 Service can be at the SBC-AMERITECH Central Office, a Collocation point, or via a facility provisioned directly to the SBC-AMERITECH 911 Selective Router. AT&T shall pay tariff charges for Diverse routes. AT&T will be responsible for determining the proper quantity of trunks from its End Office(s) to the SBC-AMERITECH Central Office(s). Trunks between the SBC-AMERITECH Central Office and the SBC-AMERITECH Control Office shall be delivered by SBC-AMERITECH within twenty (20) business days after receipt of the request. When SBC-AMERITECH network force and load conditions require a longer implementation timeframe, SBC-AMERITECH will notify AT&T within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, AT&T and SBC-AMERITECH will cooperate to promptly test all transport facilities between AT&T's network and the SBC-AMERITECH Control Office to assure proper functioning of the 911 service. AT&T will not turn-up live 911 traffic until successful testing is completed by both parties.

3.14.6 SBC-AMERITECH will not be responsible for submitting any applicable 911 surcharges to be assessed to the appropriate municipality where AT&T provides facility based local exchange service.

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3.14.7 AT&T will be responsible for providing a separate 911 trunk group for each rate center, county or geographic area that it serves if such rate center, county or geographic area has a separate default routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single 911 trunk group. When a unique default routing condition is present, AT&T shall provide sufficient trunking and facilities to accommodate those default PSAP requirements. AT&T is responsible for requesting facilities routed diversely for 911 interconnection.

3.14.8 AT&T will be responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC-AMERITECH 911 Selective Router Office(s).

3.14.9 AT&T acknowledges that its End Users in a single local calling scope may be served by different SRs and AT&T shall be responsible for providing facilities to route calls from its End Users to the proper E911 SR.

3.14.10 AT&T will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to AT&T's demarcation (e.g. collocation). SBC-AMERITECH will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). AT&T is responsible for advising SBC-AMERITECH of the circuit identification when notifying SBC-AMERITECH of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-AMERITECH will refer network trouble to AT&T if no defect is found in SBC-AMERITECH's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

3.14.11 Once E911 trunking has been established and tested between AT&T's End Office and appropriate SR, AT&T or its representatives shall be responsible for providing AT&T database records to SBC-AMERITECH for inclusion in SBC-AMERITECH's DBMS on a timely basis. SBC-AMERITECH and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC End Users.

3.14.12 AT&T or its third party agent shall provide initial and ongoing updates of customer 911 records (i.e., telephone numbers, addresses, etc.) in electronic format based upon established NENA industry standards.

3.14.13 AT&T shall adopt use of a Company ID in accordance with NENA standards on all CLEC database records. The Company ID will be used to identify the carrier of record in facility configurations. AT&T data shall be validated against the MSAG via the DBMS.

3.14.14 AT&T shall be solely responsible for providing test records and conducting call-through testing on all new NPA/NXXs.

ARTICLE IV
TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE
SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

4.0 Transmission and Routing of Telephone Exchange Service.

4.1 Scope of Traffic. Article IV prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the Interconnections specified in Article III for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

4.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks.

4.3 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

4.3.1 The Parties may interconnect with each other via one-way or two-way trunks, at AT&T's option.

4.3.1.1 In the event one-way trunking is utilized, each Party shall provision and maintain their own one (1)-way trunks to deliver calls originating on their own network and routed to the other Party's network

4.3.1.2 In the event two-way trunking is utilized, the two-way trunking will be jointly provisioned and maintained.

4.3.1.3 The apportionment of facility costs to the Parties to provision both one-way and two-way trunks is described in Section 3.2.3.1 of Article III.

4.3.2 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between an AT&T Switch Center and an SBC-AMERITECH Tandem. This trunk group will utilize Signaling System 7 ("SS7") or multi-frequency ("MF") signaling protocol, with SS7 signaling preferred whenever possible. AT&T will have administrative control of one-way trunk groups from AT&T to SBC-AMERITECH (AT&T originating).

4.3.3 Intentionally left blank.

4.3.4 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

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4.3.5 SBC-AMERITECH will provide the facilities between each SBC-AMERITECH Tandem Switch and the SBC-AMERITECH End Office(s) sub-tending that Tandem Switch. SBC-AMERITECH shall ensure that each Tandem Switch permits the completion of traffic to all End Offices that sub-tend that Tandem Switch.

4.3.6 When one-way trunking is utilized, each Party shall establish and maintain separate trunk groups connected to each Tandem Switch or Switch Center, as the case may be, of the other Party that serves, or is sub-tended by End Offices that serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches or Switch Centers, as the case may be.

4.3.7 When one-way trunking is utilized, each Party shall, upon request of the other Party, provision, pursuant to Sections 4.3.15 and 4.3.16, additional trunks for use in a pre-existing Interconnection arrangement, subject to Section 19.12 of this Agreement.

4.3.8 SBC-AMERITECH deploys in its network Tandems that switch local only traffic, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition SBC-AMERITECH 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.

4.3.9 When Tandem trunks are deployed, AT&T shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective SBC-AMERITECH Tandems on the trunk groups defined in this Article IV. SBC-AMERITECH shall route appropriate traffic to AT&T switches on the trunk groups defined in this Article IV.

4.3.10 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party or will initiate a joint planning discussion:

4.3.10.1 Within twenty (20) business days after receipt of the TGSR, or

4.3.10.2 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 SBC-AMERITECH's Switched Access service.

4.3.11 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request ("ASR"). AT&T will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In SBC-AMERITECH where one-way trunks are used (as discussed in Section 4.3.1), SBC-

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AMERITECH will issue ASRs for trunk groups for traffic that originates in SBC-AMERITECH and terminates to AT&T. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.

4.3.12 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.

4.3.13 In a blocking final situation, a TGSR will be issued by either Party 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. The Party issuing the ASR will note "Service Affecting" on the ASR.

4.3.14 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. Those situations where underutilization of interconnection trunks and facilities exists will be handled in the following manner:

4.3.14.1 If a trunk group is under seventy five percent (75%) of CCS capacity on a monthly average basis, for any consecutive one-hundred thirty five (135) day period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

4.3.14.2 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.

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

4.3.14.4 If the originating Party does not receive an ASR, or if the receiving Party does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, the Party originating the TGSR will contact the other Party to schedule a joint planning discussion. If the receiving Party will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks

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operational and after appropriate escalation under Section 28.3.2, the originating Party will issue an ASR to resize the Interconnection trunks and facilities.

4.3.15 Projects require the coordination and execution of multiple orders or related activities between and among SBC-AMERITECH 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. Orders that comprise a Project, i.e., greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

4.3.16 Due dates for the installation of Local Interconnection Trunks covered by this Article shall be based on each of the SBC- AMERITECH's intrastate Switched Access intervals. If AT&T 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, AT&T will provide SBC-AMERITECH with a requested revised service due date that is no more than forty-five (45) calendar days beyond the original service due date. If AT&T requests a service due date change that exceeds the allowable service due date change period, the ASR must be canceled by AT&T. Should AT&T fail to cancel such ASR within ten (10) days after notice to the Party specified in Section 28.3.2, SBC-AMERITECH shall treat that ASR as though it had been canceled.

4.3.17 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 five (5) business days to be utilized for engineering purposes, although with less statistical confidence.

4.3.18 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.

4.4 Tandem Trunking and Direct End Office Trunking.

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4.4.1 SBC-AMERITECH deploys in its network Tandems that switch local only traffic, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition SBC-AMERITECH 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.

4.4.2 When Tandem trunks are deployed, AT&T shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective SBC-AMERITECH Tandems on the trunk groups defined below. SBC-AMERITECH shall route appropriate traffic to AT&T switches on the trunk groups defined below.

4.4.3 While the Parties agree that it is the responsibility of AT&T to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, SBC-AMERITECH 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 date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to AT&T, SBC-AMERITECH will provide AT&T with transit service, pursuant to Article VII. AT&T agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.

4.4.4 Notwithstanding anything to the contrary contained in this Article IV, if AT&T's originated traffic volumes on a one-way tandem trunk group exceeds the CCS busy hour equivalent of one (1) DS1 for 3 consecutive months to a certain SBC-AMERITECH end office, AT&T shall, within sixty (60) days after such occurrence, establish a new direct trunk group for such originating traffic to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Plan. Upon request, SBC-AMERITECH will provide a DS-1 facility between an AT&T POI at an SBC-AMERITECH wire center and the applicable SBC-AMERITECH End Office(s) for AT&T's use in establishing the new direct trunk groups(s). SBC will charge AT&T SBC-AMERITECH's UNE DS-1 Interoffice Mileage Fixed and Per Mile rates listed in the Pricing Schedule for such DS-1 facility(ies). Also, should one Party choose to segregate onto a direct end office trunk group traffic that is equal to or greater than 500 busy hour CCS level, the other Party shall accept such trunk group. Should one Party choose to segregate onto a direct end office trunk group traffic that is less than a 500 busy hour CCS level, the other Party shall not unreasonably reject such trunk group.

4.4.5 Tandem Trunking – Multiple Tandem LATAs

4.4.5.1 Where SBC-AMERITECH has more than one Access Tandem in a LATA and AT&T elects a Tandem interconnection, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every

SBC-AMERITECH Tandem for calls destined to or from all End Offices that subtend each Tandem.

4.5 Signaling.

4.5.1 AT&T shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, SBC-AMERITECH 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 AT&T 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.

4.5.2 Signaling Interconnection may be used for signaling between AT&T switches, between AT&T switches and SBC-AMERITECH switches, and between AT&T switches and those third party networks with which SBC-AMERITECH's SS7 network is interconnected. SBC-AMERITECH's Common Channel Signaling Access Service ("CCSAS") allows interconnected carriers to exchange signaling information over a communications path that is separate from the message path. The transport portion of CCSAS commonly referred to as a signaling link, is provided via dedicated 56 kbps or higher out of band signaling connections between AT&T Signaling Point of Interconnection ("SPOI") at the STP and SBC-AMERITECH's Signaling Transfer Point ("STP"). The network termination point where the connection takes place is called the STP port termination.

4.5.3 Where available, Common Control Signaling or Common Channel Interoffice Signaling ("CCS/CCIS") signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks to handle local traffic and toll traffic. Each Party shall supply Calling Party Number ("CPN") within the SS7 signaling message, if available. Each Party shall charge the other Party equal and reciprocal rates for CCIS signaling at the rates set forth in the Pricing Schedule.

4.5.4 If CCS/CCIS is unavailable, Multi-Frequency ("MF") wink start signaling shall be used by the Parties. Each Party will output the full ten-digit telephone number of the called party to the other Party with appropriate call set-up and Automatic Number Identification ("ANI") where available. Each Party shall charge the other Party equal and reciprocal rates for CCS/CCIS or MF signaling at the rates set forth in the Pricing Schedule.

4.5.5 Each Party is responsible for requesting Interconnection to the other Party's CCS/CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the

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other Party's signaling network. The Parties shall establish Interconnection at the STP. Implementation of new interconnection arrangements (as opposed to augmentation of existing arrangements) will include testing. Testing of SS7 interconnection shall include completion of all tests described in CCS/CCIS Network Interconnection Testing documents defined by the Internetwork Interoperability Test Plan ("IITP").

4.5.6 When the Parties establish new links subject to the terms and conditions of this Section 4.5, each Party shall provide its own STP port termination(s), each Party is responsible for all facility maintenance and provisioning on its side of the SPOI, and each Party shall charge the other Party for the signaling links as follows:

4.5.6.1 Where the SPOI for the signaling link is at a Mid Point Meet, there shall be no compensation between the Parties for the signaling link facilities used.

4.5.6.2 Where the SPOI for the signaling link facilities is located at the SBC-AMERITECH Wire Center where the signaling link facilities terminate and AT&T has furnished the interconnection facility, SBC-AMERITECH will pay a monthly charge equal to one half of AT&T provided facility charge according to SBC-AMERITECH's unbundled rate element for the facility used.

4.5.6.3 Where the SPOI for the signaling link facilities is located at the AT&T Switch Center where the signaling link facilities terminate and SBC-AMERITECH has furnished the interconnection facility. AT&T will pay a monthly charge equal to one half of the SBC-AMERITECH provided facility charge according to SBC-AMERITECH's unbundled rate element for the facility used.

4.5.7 The Parties will cooperate on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate interoperability of CCS/CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCS/CCIS signaling parameters will be provided, including Calling Party Number ("CPN"), Originating Line Information ("OLI"), calling party category and charge number. All privacy indicators will be honored. The Parties will follow all relevant OBF adopted standards pertaining to CIC/OZZ codes. For terminating Exchange Access traffic, such information shall be passed by a Party to the extent that such information is provided to such Party.

4.5.8 Where either Party chooses 56 kbps transmission, the Parties agree to establish AMI line coding. Any AMI line coding will be superframe formatted. DS3 facilities will be provisioned with C-Bit parity.

4.5.9 AT&T's process for billing Signaling, Port and Message Usage is outlined below. For CCS/CCIS network usage dedicated to network Interconnection, AT&T will apply its tariffed monthly recurring and non-recurring rates for Ports and Links

used by SBC-AMERITECH as well as a per message CCS/CCIS call set-up charge. AT&T will bill SBC-AMERITECH a per-signaling message charge applied to each inbound call attempt. (See example below) This usage bill will be based on Initial Address Messages ("IAM"). Transaction Capabilities Application Part ("TCAP") messages are not part of AT&T's current service offering. If, in the future, AT&T requires TCAP messages to be exchanged, the Parties will negotiate appropriate rates.

Example:

TOTAL # CALL ATTEMPTS X IAM PER MESSAGE = SS7 USAGE
BILL

4.6 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with this Agreement and the trunking plans agreed to by the Parties.

4.7 Trunk Design Blocking Criteria. 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.

4.8 Measurement and Billing.

4.8.1 For billing purposes, each Party shall pass original and true Calling Party Number ("CPN") information on each call that it originates over the Local/IntraLATA Trunks. Neither Party will alter the CPN Field.

4.8.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

4.8.3 Where SS7 connections exist, if the percentage of calls passed with CPN 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, based upon a percentage of local usage ("PLU") factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be reevaluated every three (3) months. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

4.8.4 Measurement of Telecommunications traffic billed shall be in tenths of seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

4.8.5 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

4.9 Reciprocal Compensation

4.9.1 SBC-AMERITECH and AT&T shall exchange all local (251 (b)(5)) traffic and ISP-bound traffic at the applicable reciprocal compensation rates (end office and tandem rates) established in Case No. 96-922-TP-UNC unless and until SBC-AMERITECH elects to utilize for the State of Ohio the intercarrier compensation plan established by the FCC in its April 18, 2001 Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68, In the Matter of Intercarrier Compensation for ISP-Bound Traffic ("Intercarrier Compensation Remand Order"). Subject to the reservation of both parties' rights in the event the Intercarrier Compensation Remand Order is reversed or modified on appeal, upon such election by Ameritech, the parties shall begin to negotiate in good faith an amendment to this Agreement that reflects the application of the intercarrier compensation plan established in the Intercarrier Compensation Remand Order. In the event that such amendment is not negotiated within ninety (90) days after such election, or if at any time during such 90-day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) days, the dispute shall be resolved as provided in Section 28.3 of this Agreement. Such amendment and any new rates contained therein shall have an effective date 30 days after the date of SBC-AMERITECH's election under the intercarrier compensation remand order provided that, as an administrative matter, AT&T may have up to 60 days following the date of the election to ensure that its billing reflects the amended rates, terms and conditions. By executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, the Parties do not waive any of their rights, and expressly reserve all of their rights, under the ISP Compensation Remand Order, as the same may be modified pursuant to any appeal or review thereof.

4.9.3 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. The total conversation seconds over each individual Local Interconnection Trunk Group, measured in accordance with Section 4.8.4, will be totaled for the entire monthly bill and then rounded to the next whole minute.

4.9.4 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a report showing the PLU described in Section 4.8.3.

4.9.5 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

4.9.6 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

4.10 Local Traffic Compensation. The rates, terms, conditions contained herein apply only to the termination of Local Calls that originate and terminate to carriers that are authorized as LECs, CLECs, or ILECs within the State. All applicable state-specific rate elements can be found in the Pricing Schedule.

4.10.1 Application of End Office Rate or Tandem Rate.

If AT&T establishes direct interconnection trunks between its Switch Center and SBC-AMERITECH's Tandem Office Switch, the reciprocal Tandem Rate will apply to local traffic exchanged by the Parties which has been carried over such tandem interconnection trunks. If AT&T establishes direct interconnection trunks between its Switch Center and SBC-AMERITECH's End Office Switch, the reciprocal End Office Rate will apply to local traffic exchanged by the Parties which has been carried over such direct End Office to End Office interconnection trunks. Both the End Office Rate and the Tandem Rate shall be those established by the Commission in Case No. 96-922-TP-UNC.

4.10.2

4.10.2.1 PLU is calculated by dividing the Local MOU originated by that party by the total intrastate or intrastate IntraLATA MOU (including local traffic) originated by that Party.

4.10.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other

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Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

ARTICLE V
TRANSMISSION AND ROUTING OF EXCHANGE
ACCESS TRAFFIC PURSUANT TO 251(c)(2)

5.0 Transmission and Routing of Exchange Access Traffic Pursuant to 251(c)(2).

5.1 Scope of Traffic. Article V prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and 8YY traffic between AT&T Telephone Exchange Service Customers and Interexchange Carriers.

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 AT&T shall establish Access Toll Connecting Trunks in GR-394-Core format by which it will provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to AT&T's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of (Feature Group B and D) Exchange Access and 800/888 traffic to allow each Party's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to the other Party's access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that AT&T utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch SBC-AMERITECH utilizes to provide Exchange Access in such LATA. The Access Toll Connecting Trunks may, at AT&T's election, be 64 Kb Clear Channel trunks or 56Kb trunks. The parties agree that this Agreement does not limit AT&T from requesting other bandwidth levels or trunking parameters and SBC-AMERITECH agrees that its acceptance of such a request will not be unreasonably withheld.

5.2.4 In each LATA where the parties are interconnected, each AT&T Switch Center in that LATA shall subtend an SBC-AMERITECH access Tandem in that LATA.

5.2.5 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

5.3 8YY Interconnection.

5.3.1 Trunk Ordering and Provisioning.

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5.3.1.1 AT&T may order from SBC-AMERITECH and SBC-AMERITECH shall provide the trunking arrangements described in this Section 5.3 so that AT&T's Digital Link customers may place outbound 8YY calls (i.e., 800, 888, 877 etc. prefix calls) to carriers other than AT&T and multi-carrier 8YY calls.

5.3.1.2 AT&T may order from SBC-AMERITECH and SBC-AMERITECH shall provision, separate 64 Kb Clear Channel trunk groups and will be in addition to any existing trunk groups currently in place between the Parties. All trunk groups shall be designated TCT groups.

5.3.1.3 AT&T and SBC-AMERITECH agree that AT&T may serve any AT&T customer using any AT&T Switch Center, including an AT&T Switch Center that is not physically located in the LATA where the AT&T customer and the SBC-AMERITECH Tandem are located.

5.3.2 8YY Interconnection Arrangement A.

5.3.2.1 Under 8YY Interconnection Arrangement A, AT&T shall submit and SBC-AMERITECH shall accept an ASR for a separate 64 Kb Clear Channel Access TCT group dedicated to the transmission and routing of non-translated (i.e., "undipped") 8YY traffic from an AT&T 4ESS® switch to an SBC-AMERITECH access Tandem.

5.3.2.2 If the AT&T 4ESS® switch is located in the same LATA as the SBC-AMERITECH Tandem, the TCT trunk group will connect the 4ESS® switch to the SBC-AMERITECH Tandem in the LATA.

5.3.2.3 If the AT&T 4ESS® switch is not located in the same LATA as the originating AT&T customer and the serving SBC-AMERITECH Tandem, the TCT trunk group shall be provisioned from a POI in the LATA in which both the originating AT&T customer and the serving SBC-AMERITECH Tandem are located.

5.3.2.4 SBC-AMERITECH and AT&T agree to jointly engineer the Access TCTs such that they shall be one-way trunks and shall be used solely for the transmission and routing of non-translated 8YY traffic to allow AT&T's Customers located in a LATA to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to an SBC-AMERITECH access Tandem located in the same LATA.

5.3.2.5 The following requirements, including those relating to Billing, Signaling, Recording, and Provisioning, shall apply to all trunking arrangements provisioned under this subsection relating to 8YY Interconnection Arrangement A:

- (a) SBC-AMERITECH shall provide and/or produce an 110125 Record for each call sent over the 8YY trunk group if the ANI or

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CPN belongs to AT&T or an AT&T End User. In return, AT&T shall send an 1150 Summary Record back to SBC-AMERITECH to allow SBC-AMERITECH to produce the appropriate billing to the appropriate 8YY carrier.

(b) Subject to subsections (c) of this Section 5.3.2.5, the determination of the originating carrier of the 8YY call should be done using the Jurisdictional Information Parameter ("JIP") to insure the accuracy of billing records.

(c) SBC-AMERITECH will deploy the necessary upgrades to its switches and other associated systems to incorporate the JIP within the same scheduled time frame as its Southwestern Bell Telephone Company Affiliates generally deploy such upgrades and systems to incorporate the JIP.

(d) AT&T and SBC-AMERITECH will follow customary industry standards on billing for access services as defined in the appropriate tariffs and/or contracts.

5.3.3 8YY Interconnection Arrangement B.

5.3.3.1 Under 8YY Interconnection Arrangement B, AT&T shall submit and SBC-AMERITECH shall accept an ASR for trunk groups necessary for the transmission and routing of translated (i.e., "dipped") 8YY traffic to SBC-AMERITECH from an AT&T or AT&T affiliate Switch Center (such as an SESS® or equivalent switch) that will perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database.

5.3.3.2 If the AT&T Switch is located in the same LATA as the serving SBC-AMERITECH Tandem, the existing two-way TCT trunk group will connect the AT&T Switch to the serving SBC-AMERITECH Tandem, or, in the case of a new interconnection, the two-way TCT trunks provisioned during the initial network turn-up would be used.

5.3.3.3 If the AT&T Switch Center performing Switching Service Point functions and queries to an Industry Toll-Free Database is not located in the same LATA as the serving SBC-AMERITECH Tandem, the TCT trunk group shall be provisioned from a POI in the LATA in which both the originating AT&T customer and the serving SBC-AMERITECH Tandem are located.

5.3.3.4 SBC-AMERITECH and AT&T agree to jointly engineer the 8YY Interconnection Arrangement B trunk groups to be used solely for the transmission and routing of either Local Traffic or Exchange Access traffic (both of which includes translated 8YY traffic) to allow AT&T's Customers to connect to or be connected to

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the interexchange trunks of any Interexchange Carrier that is connected to an SBC-AMERITECH access Tandem or POI.

5.3.3.5 The 8YY Interconnection Arrangement B trunk groups shall be jointly engineered as follows:

- (1) AT&T may elect (at its sole discretion) to send its customers' originating non-translated 8YY calls to an AT&T Switch Center that is located outside the LATA in which the AT&T customer is located to perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database. In such case, the Parties will provision one-way trunk groups between a POI in the LATA in which the AT&T customer is located and the SBC-AMERITECH Tandem switch in that LATA to allow these calls to be routed to those interexchange carriers connected to the SBC-AMERITECH Tandem switch.
- (2) Alternatively, AT&T may elect (at its sole discretion) to send its customers' non-translated 8YY calls to an AT&T Switch Center that is located within the LATA in which the AT&T customer is located to perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database. In such case, the parties will use the existing two-way 64 Kb TCT trunk groups between the AT&T Switch Center performing the necessary Switching Service Point functions and queries to an Industry Toll-Free Database and the SBC-AMERITECH Tandem to allow these calls to be routed to those interexchange carriers connected to the SBC-AMERITECH Tandem switch.

5.4 InterLATA (Meet Point) Trunk Group.

5.4.1 InterLATA traffic shall be transported between AT&T Switch Center and the SBC-AMERITECH 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 SBC-AMERITECH's or AT&T's End Users and inter exchange carriers via an AT&T switch or SBC-AMERITECH Access Tandem, as the case may be.

5.4.2 When SBC-AMERITECH has more than one Access Tandem in a LATA, AT&T shall establish an InterLATA trunk group to each SBC-AMERITECH Access Tandem where the AT&T has homed its NXX code(s). If the Access Tandems are in two different states, AT&T shall establish an InterLATA trunk group with one Access Tandem in each state.

5.4.3 AT&T will home its NPA-NXXs to the Access Tandem that serves the LATA for the V&H coordinate assigned to the NXX.

5.4.4 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.

5.4.5 SBC-AMERITECH will not block switched access customer traffic delivered to any SBC-AMERITECH Tandem for completion on AT&T's network. SBC-AMERITECH shall have no responsibility to ensure that any switched access customer will accept traffic that AT&T directs to the switched access customer. SBC-AMERITECH also agrees to furnish AT&T, upon request, a list of those IXCs which also Interconnect with SBC-AMERITECH's Access Tandem(s).

5.5 Signaling.

5.5.1 The Parties will exchange SS7 signaling messages with one another, where and as available, to handle meet point billing traffic and transit traffic.

5.5.2 The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI").

5.5.3 For terminating FGD, each Party will pass any CPN it receives from other carriers.

5.5.4 All privacy indicators will be honored.

5.5.5 Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the Originating Party whenever such information is needed for call routing or billing. Where TNS information has not been provided by the Originating Party, the Tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum ("OBF") adopted guidelines pertaining to TNS codes.

5.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group.
The Parties will cooperate to establish separate choke trunk groups for the completion of calls such as radio contest lines, etc., unless this is determined to be unnecessary by both parties because they have implemented "Call Gapping" software, or other call control measures. When completing a new interconnection in an existing LATA or a new interconnection in a new LATA, AT&T will establish a SS7 based choke trunk group if SBC-Ameritech has a Choke NPA in that LATA.

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ARTICLE VI
FRAUD CONTROL, NETWORK SECURITY AND LAW ENFORCEMENT

6.0 Fraud Control, Network Security and Law Enforcement.

6.1 Protection of Service and Property.

6.1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this Article, SBC-AMERITECH agrees to take the following reasonable and prudent steps, including but not limited to:

6.1.2 Restricting access to AT&T equipment, support equipment, systems, tools and data, or spaces which contain or house AT&T equipment to the extent SBC-AMERITECH provides this protection to its own facilities. SBC-AMERITECH will provide access to AT&T employees and its agents based on AT&T providing a list of authorized personnel. AT&T employees and authorized agents must display identification required by SBC-AMERITECH.

6.1.3 SBC-AMERITECH will follow mutually agreed upon notification procedures in the event it becomes necessary for a SBC-AMERITECH employee to enter into the exclusive AT&T collocated space.

6.1.4 Each Party will comply at all times with the other Party's, i.e., the Landlord's, security and safety procedures and requirements, including but not limited to sign in and identification requirements while in spaces which house or contain the other Party's equipment or equipment enclosures.

6.1.5 Allowing AT&T to inspect or observe spaces which house or contain AT&T equipment or equipment enclosures after such time as SBC-AMERITECH has turned over the collocation area to AT&T and to furnish AT&T with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured AT&T space.

6.1.6 Provide card access, coded locks or keyed locks providing security to the exclusive AT&T collocated space that is unique to that space.

6.1.7 Ensuring that the area which houses AT&T's equipment is adequately secured to prevent unauthorized entry to the same level as SBC-AMERITECH provides to itself.

6.1.8 Limiting the keys used in SBC-AMERITECH's keying systems for cages which contain or house AT&T equipment or equipment enclosures to SBC-AMERITECH's employees or required safety personnel (in compliance with governing building or fire codes) for required access only. Any access required other than emergency will be coordinated with AT&T to allow escort opportunity. SBC-AMERITECH will change locks at AT&T's request. The expense will be borne by SBC-AMERITECH where a security breach is known or suspected and the breach is caused by SBC-AMERITECH.

6.1.9 Installing security studs in the hinge plates of doors having exposed hinges with removable pins that lead to spaces or equipment enclosures which house or contain AT&T equipment, provided AT&T has requested the installation of such security studs and has agreed to pay the full expense for such installation.

6.1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house AT&T equipment or equipment enclosures.

6.1.11 Providing notification to designated AT&T personnel to report any actual or attempted security breach involving AT&T's equipment or equipment enclosures as soon as reasonably practicable after SBC-AMERITECH has become aware of such actual or attempted security breach.

6.1.12 Each Party agrees to provide to the other Party its back-up and recovery plan for review and reasonable acceptance by the other Party to be used in the event of a security system failure or emergency.

6.1.13 In the event that Article XII addresses any matter also covered by this Article, the provisions of Article XII prevail.

6.2 Data and System Protection.

6.2.1 Joint Security Requirements.

6.2.1.1 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.)

6.2.1.2 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, and 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.

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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.

6.2.1.3 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.

6.2.1.4 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.

6.2.1.5 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 AT&T or SBC-AMERITECH 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.

6.2.1.6 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.

6.2.2 Additional Responsibilities of Both Parties.

6.2.2.1 Modem/DSU Maintenance And Use Policy. To the extent the access provided hereunder involves the support and maintenance of AT&T equipment on SBC-AMERITECH's premises, such maintenance will be provided under terms agreed to by the Parties.

6.2.2.2 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.

6.2.2.3 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.

6.2.2.4 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 to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

6.2.2.5 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.

6.2.2.6 All network-related problems will be managed to resolution by the respective organizations, AT&T or SBC-AMERITECH, as appropriate to the ownership of a failed component. As necessary, AT&T and SBC-AMERITECH will work together to resolve problems where the responsibility of either Party is not easily identified.

6.2.3 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel.

6.2.3.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. This summary provides a convenient reference 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 AT&T or SBC-AMERITECH, respectively, as the providers of the computer, network or information in question.

6.2.3.2 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 Article. 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.

6.2.4 General Policies.

6.2.4.1 Each Party's resources are for approved business purposes only.

6.2.4.2 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.

6.2.4.3 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.

6.2.4.4 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.

6.2.4.5 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.

6.2.5 User Identification.

6.2.5.1 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.

6.2.5.2 User identification shall be accomplished by the assignment of a unique, permanent userid, and each userid shall have an associated identification number for security purposes.

6.2.5.3 Userids will be revalidated pursuant to each Party's corporate policies.

6.2.6 User Authentication.

6.2.6.1 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.

6.2.6.2 Passwords must not be stored in script files.

6.2.6.3 Passwords must be entered by the user in real time.

6.2.6.4 Passwords must be at least six to eight (6-8) characters in length, not blank or a repeat of the userid; 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.

6.2.6.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).

6.2.6.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.

6.2.6.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

6.2.7 Access and Session Control.

6.2.7.1 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.

6.2.7.2 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.

6.2.8 User Authorization.

6.2.8.1 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 userid is approved for access to the system.

6.2.9 Software and Data Integrity.

6.2.9.1 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.

6.2.9.2 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.

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6.2.9.3 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.

6.2.9.4 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.

6.2.10 Monitoring and Audit.

6.2.10.1 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 (SBC-AMERITECH or AT&T) 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."

6.2.10.2 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.

6.3 Revenue Protection.

6.3.1 SBC-AMERITECH will make available to AT&T all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality to the same extent that SBC-AMERITECH provides such protection to itself. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers. These features may include: (i) disallowance of call forwarding to international locations, (ii) coin originating ANI II digits, (iii) dial tone re-origination patches, (iv) terminating blocking of 800, and (v) 900/976 blocking.

6.3.2 SBC-AMERITECH will provide to AT&T the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.

6.3.3 SBC-AMERITECH will make a reasonable effort to protect and correct against unauthorized physical attachment, e.g. clip-on fraud, to loop facilities from the Main Distribution Frame up to and including the Network Interface Device.

6.3.4 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

6.3.4.1 SBC-AMERITECH shall not be liable to AT&T for any fraud associated with AT&T's end user's account including 1+ IntraLATA toll, ported numbers and Alternatively Billed Service (ABS), unless it is determined that fraud has been committed by an employee or other person under the control of SBC-AMERITECH, or if fraud results from a negligent act of an employee or other person under the control of SBC-AMERITECH. All of such scenarios are to be addressed by SBC-AMERITECH's proposed language in Section 26.3. Alternatively Billed Service ("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.

6.3.4.2 SBC-AMERITECH shall use the Sleuth system to determine suspected occurrences of ABS-related fraud for AT&T customers, using the same criteria SBC-AMERITECH uses to monitor fraud on its own accounts. As used herein, "Sleuth" shall mean "Sleuth system or comparable fraud detection system."

6.3.4.2.1 SBC-AMERITECH will provide notification messages to AT&T on suspected occurrences of ABS-related fraud on AT&T accounts stored in the applicable LIDB. SBC-AMERITECH will provide these fraud notification messages ("alerts") to AT&T within two (2) hours of the Sleuth alert being generated. Subsequent to AT&T's investigation of the Sleuth alert, AT&T's Fraud Center will notify SBC-AMERITECH of any action that needs to be taken. SBC-AMERITECH will complete such action as requested by AT&T within two (2) hours of AT&T's request.

6.3.4.2.2 AT&T understands that Sleuth alerts only identify potential occurrences of fraud. AT&T understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. AT&T understands and agrees that it will also need to determine what, if any, action should be taken as a result of a Sleuth alert.

6.3.4.2.3 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.

6.3.4.2.4 For each alert notification provided to AT&T, AT&T may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. AT&T may request up to three reports per alert.

6.3.4.2.5 ABS-related alerts are provided to AT&T at no additional charge.

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6.3.4.3 Within six (6) months of approval of this Agreement by the Commission, SBC-AMERITECH will provide AT&T with a direct, near real time, electronic transmission of LIDB requests for Alternatively Billed Services (Collect and/or Billed to Third Party calls billed to AT&T customers) in the same manner SBC-AMERITECH does so for itself.

6.3.5 The Parties agree that AT&T reserves the right to negotiate, as needed, the rates, terms and conditions of a 1+ IntraLATA toll fraud service provided by SBC-AMERITECH.

6.4 Law Enforcement Interface.

6.4.1 SBC-AMERITECH will provide AT&T with a SPOC with whom to interface on a twenty-four (24) hour, seven (7) day a week basis for situations involving immediate threat to life or at the request of law enforcement officials. Court orders authorizing surveillance of AT&T customers provisioned on SBC-AMERITECH facilities (AT&T Local and ALS Type II, as hereinafter defined) shall be served on both AT&T and SBC-AMERITECH. SBC-AMERITECH shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of such court orders. Once AT&T implements CALEA solutions in its switches, AT&T will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.1.1 As used in this Article, the term ALS Type II shall mean customers connected to the AT&T network through SBC-AMERITECH-owned facilities. ALS Type II customers are located in a building which is connected to an SBC-AMERITECH Central Office by an SBC-AMERITECH-owned cable using customer's premise equipment connected to that cable. At the SBC-AMERITECH Central Office utilizing collocation arrangements, ALS Type II customer's circuit(s) are connected to an AT&T fiber-optic facility which transports traffic to and from an AT&T Central Office.

6.4.2 When the end-user to be tapped, traced, etc. is an AT&T Local or ALS Type II customer provisioned on SBC-AMERITECH facilities, SBC-AMERITECH shall advise the requesting law enforcement agency to name both AT&T and SBC-AMERITECH in the court order and serve both carriers. SBC-AMERITECH shall adhere to all terms of an applicable court order and, unless prohibited by the terms of such applicable court order, notify AT&T directly of the law enforcement agency request within one (1) business day of receiving the request. SBC-AMERITECH shall provide law enforcement with all necessary assistance, including plant information and access to the local loop, to facilitate implementation of such court orders. Once AT&T implements CALEA solutions in its switches, AT&T will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.3 Each Party shall bill the appropriate law enforcement agency for these services under its customary practices. Where the law enforcement agency will not

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reimburse the Party for its compliance with a court order or other request for information, each Party shall be responsible for its own costs associated with compliance or assisting the other Party to comply.

6.4.4 SBC-AMERITECH and AT&T shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

6.4.4.1 Intercept Devices. Should either Party receive a court order authorizing surveillance on the other Party's End User, the Party in receipt shall refer such order to the Party that serves the End User. Should a court order pertain to an AT&T Local customer (trap & trace, pen register or wiretap) or an ALS Type II customer (pen register or wiretap), the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. SBC-AMERITECH shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of court orders pertaining to pen registers or wiretaps. Additionally, SBC-AMERITECH shall provision on its equipment trap & trace orders pertaining to AT&T Local customers. As specified in Section 6.4.3, above SBC-AMERITECH may bill the appropriate law enforcement agency for these services under its customary practices. Once AT&T implements CALEA solutions in its switches, AT&T will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.4.2 Subpoenas. Should either Party receive a subpoena for subscriber information or billing records concerning the other Party's End User, it shall refer the subpoena back to the issuing authority. The referral shall indicate that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request. Should the subpoena demand AMA records (call dump) for an AT&T Local customer, the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. SBC-AMERITECH shall provide the issuing authority with the requested data. As specified in Section 6.4.3, above SBC-AMERITECH may bill the appropriate law enforcement agency for these services under its customary practices.

6.4.4.3 Emergencies. If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.

6.4.5 Annoyance Calls. SBC-AMERITECH agrees to work cooperatively and jointly with AT&T in investigating annoyance/harassing calls to the AT&T customer where SBC-AMERITECH's cooperation, services, unbundled network elements

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(including operational support systems), facilities or information are needed to resolve the annoyance/harassing call(s) to the AT&T customer. The SBC-AMERITECH Annoyance Call Bureau will handle requests received from AT&T personnel on behalf of AT&T customers. SBC-AMERITECH will provide service to AT&T customers on annoyance/harassing calls that is at parity with the level of service SBC-AMERITECH provides its own customers.

6.4.6 CALEA. Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance for Law Enforcement Act of 1994 ("CALEA") as amended, including any final orders of the FCC, or final regulations promulgated by the Federal Bureau of Investigation, Department of Justice, or any other federal agency pursuant to CALEA.

6.4.6.1 The Parties agree to work jointly, cooperatively and in good faith to allow each Party to comply with CALEA.

6.4.6.2 Unless otherwise specified, each Party shall bear its own cost of complying with CALEA.

6.4.7 Soft Dial Tone. To the extent required by law and subject to such additional conditions as the Parties may require, SBC-AMERITECH shall provide soft dial tone to AT&T for the use of its customers.

**ARTICLE VII
TRANSPORT AND TERMINATION
OF OTHER TYPES OF TRAFFIC**

7.0 Transport and Termination of Other Types of Traffic.

7.1 Information Services Traffic.

7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.

7.1.2 The Party ("**Originating Party**") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("**Terminating Party**") to whose information platform the Information Services Traffic terminated.

7.1.3 In accordance with procedures to be established by the Implementation Team, the Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers.

7.1.4 Once a billing and collection agreement has been signed, the Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

- (a) The Information Services Billing and Collection fee set forth in the **Pricing Schedule**; and
- (b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
- (c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

7.2 BLV/BLVI Traffic.

7.2.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

7.2.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Article III, consistent with the Plan.

7.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth in the Pricing Schedule.

7.2.5 AT&T may provide its own Operator Services, including BLV/BLVI or use the Operator Services of SBC-AMERITECH or a third party vendor.

7.3 Transit Service.

7.3.1 SBC-AMERITECH agrees that it shall provide AT&T Transit Service as provided in this Section 7.3. The Transit Rate element applies when one Party sends Local or IntraLATA Toll traffic to a third party network through the other Party's tandem. The originating Party is responsible for payment of the Transit Rate. The Transit Rate element is only applicable when calls do not terminate to the other Party's End User. The Transit Rate is specified in the Pricing Schedule.

7.3.2 In the event one Party originates traffic that transits the other Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will pay the transiting Party any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic, provided that: (i) such charges are no greater than those that would be imposed or levied on, or incurred by, the transiting Party if such traffic were originated by the transiting Party rather than the

other Party, (ii) the transiting Party provides to the originating Party data supporting the transiting Party's belief that the originating Party is responsible for the third party charges, and (iii) the transiting Party provides the originating Party with notice of such proposed charges and the opportunity to contest such charges with the third-party carrier prior to making payment. Neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

7.3.3 Subject to Section 7.3.5 below, AT&T shall not bill SBC-AMERITECH for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC-AMERITECH is sent CPN or is not sent CPN by the originating company. However, in the event AT&T indicates to SBC-AMERITECH that unidentified transit traffic volume has become significant, SBC-AMERITECH agrees to work with AT&T to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.

7.3.3.1 The transiting Party will pass the original and true CPN if it is received from the originating third party.

7.3.4 Consistent with the requirements of Article XXVII of this Agreement, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party. Where available, each Party agrees to forward to the other with each call information that may be used to identify the originating and terminating telephone numbers for each call and each carrier involved in transmission of the call.

7.3.5 Where the Parties are performing a transiting function as defined in Section 7.3.1 above and AT&T is an SBC-AMERITECH LSNE user, the transiting Party will pass the original and true CPN if it is received from the originating carrier. The transiting Party will also provide records in accordance with Article XXVII, including providing the OCN of the originating third party carrier to the terminating Party. In the event that the originating OCN is not included in the records provided to AT&T from SBC-AMERITECH, SBC-AMERITECH will be billed for termination of calls on a default basis.

7.3.6 Meet-Point Billing compensation arrangements are as described in Article XXVII.

7.3.7 The Parties expect that most networks involved in Transit Traffic will deliver each call to each involved network with CCS and the appropriate TCAP message to facilitate full interoperability of those services supported by ILEC and billing functions. SBC-AMERITECH agrees to ensure that AT&T receives, in accordance with the record transfer provisions of Article XXVII of this Agreement, equivalent information

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on all calls that are originated by any other LEC, CLC or CMRS provider with which SBC-AMERITECH interconnects and which are subsequently terminated to AT&T.

7.3.8 AT&T may, in its sole discretion, offer Transit Traffic services to SBC-AMERITECH or other third parties that originate or terminate Transit Traffic. Compensation arrangements for such services shall be comparable to those applicable to Transit Traffic services provided by SBC-AMERITECH.

7.3.9 AT&T may, in its sole discretion, offer Transit Traffic services to SBC-AMERITECH or other third parties that originate or terminate Transit Traffic. Compensation arrangements for such services shall be comparable to those applicable to Transit Traffic services provided by SBC-AMERITECH."

7.4 In the case of Switched Access services provided through either Party's Access Tandem, the Party providing the access tandem transit will have no responsibility for ensuring that the Switched Access service customer will accept or pay for the traffic. Nor will either Party offer blocking capability for Switched Access traffic delivered to either Party's tandem for completion on either Party's network. Each Party agrees to furnish the other with a list of those IXCs that interconnect with the Party's tandems.

ARTICLE VIII
INSTALLATION, MAINTENANCE, TESTING AND REPAIR

8.1 Operation and Maintenance. Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection. The parties shall conduct compatibility and cooperative testing, and overflow, call volume and trunk utilization monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection in a manner that is mutually agreeable to the parties. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of Article XII.

8.2 Installation, Maintenance, Testing and Repair. The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection will be determined in accordance with the requirements of Article XXXII (Performance Measurements).

ARTICLE IX
ACCESS TO UNBUNDLED NETWORK ELEMENTS – SECTION 251(c)(3)

For additional terms and conditions, see attached
Appendix to Article IX and Schedule 9.3 - "OHIO EXISTING UNE-P
AND NEW UNE COMBINATIONS AMENDMENT"

9.0 Access to Unbundled Network Elements – Section 251(c)(3).

9.1 Introduction: Access to Unbundled Network Elements. This Article IX, (Access to Unbundled Network Elements – Section 251(c)(3)), sets forth the terms and conditions pursuant to which SBC-AMERITECH agrees to furnish AT&T with access to Network Elements on an unbundled basis ("UNEs") and the terms under which SBC-AMERITECH will provide certain combinations of Network Elements, as more specifically defined in Schedule 9.3.

9.1.1 SBC-AMERITECH shall provide AT&T access to SBC-AMERITECH's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this Article IX and the requirements of the Act. SBC-AMERITECH shall provide AT&T the Network Elements on an unbundled basis and Combinations of unbundled Network Elements, in accordance with its obligations as required by the Act, the applicable FCC rules and other Orders and applicable laws. The specific terms and conditions that apply to the unbundled Network Elements to be provided on an unbundled basis and Combinations are described below and in the Schedules attached hereto. Prices for Unbundled Network Elements, including those provided as Combinations, as defined in Article IX are set forth in the Pricing Schedule of this Agreement.

9.1.2 SBC-AMERITECH shall price each Unbundled Network Element separately, and shall offer each Unbundled Network Element individually, and in Combinations, as defined in Section 9.1, above. In no event shall SBC-AMERITECH require AT&T to purchase any Unbundled Network Element in conjunction with any other service or element. In accordance with FCC rules and regulations and applicable Ohio Commission rulings, AT&T must use UNEs to provide telecommunications services. Notwithstanding anything to the contrary in this Article IX, SBC-AMERITECH shall not be required to provide Network Elements on an unbundled basis beyond those identified in 47 C.F.R. § 51.319 to AT&T if:

- (1) The Commission concludes that:
 - (A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to AT&T on an unbundled basis; and

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- (B) AT&T could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SBC-AMERITECH's network; or
- (2) The Commission concludes that the failure of SBC-AMERITECH to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service AT&T seeks to offer, compared with providing that service over other unbundled Network Elements in SBC-AMERITECH's network.

9.1.3 SBC-AMERITECH shall connect AT&T's facilities with SBC-AMERITECH's network at any technically feasible point for access to UNEs for the provision by AT&T of a Telecommunications Service consistent with the provisions of the Act and the applicable FCC rules.

9.2 Network Elements.

9.2.1 SBC-AMERITECH shall provide AT&T access to Network Elements on an unbundled basis (and Combinations of Network Elements as defined in Section 9.1, above, and pursuant to terms and conditions set forth in Section 9.3 of this Article) at rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act and applicable FCC Orders and other applicable laws.

9.2.2 SBC-AMERITECH will permit AT&T to interconnect AT&T's facilities or facilities provided by AT&T or to AT&T by SBC-AMERITECH or third parties with each of SBC-AMERITECH's unbundled Network Elements or Combinations at any technically feasible point designated by AT&T.

9.2.3 At such time that AT&T provides SBC-AMERITECH with an order for particular unbundled Network Elements or Combinations, AT&T, at its option, may request any technically feasible network interface, including without limitation, DS0, DS-1 and DS-3 interfaces, and any other interface described in the applicable Bell Communications Research ("Bellcore") and any other industry standard technical references. Any such requested network interface, as long as it is available in SBC-AMERITECH's network, shall be provided by SBC-AMERITECH, unless SBC-AMERITECH provides AT&T, within five (5) days, with a written notice that the requested network interface is not available in SBC-AMERITECH's network. If AT&T disputes the availability of the requested network interface, such dispute shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Article XIX (General Terms and Conditions) of this Agreement.

9.2.4 AT&T may use one or more Unbundled Network Elements or Combinations to provide to its Customers any feature, function, capability or service

option that such Network Element provided on an unbundled basis or Combination is technically capable of providing or any feature, function, capability or service option that is described in the Telcordia and other industry standard technical references.

9.2.5 For each Unbundled Network Element ordered individually, SBC-AMERITECH shall provide a demarcation point where appropriate (e.g., at AT&T's collocation arrangement or the Network Interface Device) SBC-AMERITECH will perform cross connection to AT&T's collocation arrangement. However, where SBC-AMERITECH provides a Combination of SBC-AMERITECH Unbundled Network Elements to AT&T, SBC-AMERITECH will provide the existing interconnections and no demarcation shall be installed between such SBC-AMERITECH Unbundled Network Elements. SBC-AMERITECH will provide access to UNEs where technically feasible. Where facilities and equipment are not available, SBC-AMERITECH shall not be required to provide Network Elements on an unbundled basis. However, AT&T may request and, to the extent required by law, SBC-AMERITECH shall agree to provide UNEs, through the Bona Fide Request (BFR) process as set forth in Article II of this Agreement.

9.2.6 Charges for such transitioning of an existing service(s) to a combination of Network Elements are priced at total element long-run incremental cost as set forth in the Pricing Schedule, but such charges are subject to modification and based upon the results of Commission proceedings.

9.2.7 This section includes a list of the initial set of Network Elements to be provided on an unbundled basis that AT&T and SBC-AMERITECH have identified as of the Effective Date of this Agreement. These Network Elements are described in detail in the Schedules Attached hereto. AT&T and SBC-AMERITECH agree that the Network Elements identified in this Article IX are not exclusive and that pursuant to the Bona Fide Request process AT&T may identify and request that SBC-AMERITECH furnish additional or revised Network Elements to the extent required under Section 251(c)(3) of the Act and other applicable laws. Failure to list a Network Element herein shall not constitute a waiver by AT&T to obtain a Network Element subsequently defined by the FCC or by the state commission. The Network Elements to be provided on an unbundled basis include the following:

- 9.2.7.1 Loop (Schedule 9.2.1);
- 9.2.7.2 High Frequency Portion of Loop (Schedule 9.2.2);
- 9.2.7.3 Dark Fiber (Schedule 9.2.3);
- 9.2.7.4 Network Interface Device (Schedule 9.2.4);
- 9.2.7.5 Subloop (Schedule 9.2.5);

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- 9.2.7.6 Local Switching, including tandem switching and packet switching, as provided in Schedule 9.2.6;
- 9.2.7.7 Interoffice Transmission Facilities, including Dedicated, and Shared Transport (Schedule 9.2.7);
- 9.2.7.8 Signaling Links and Call-Related Databases (Schedule 9.2.8)

9.3 Combination of Unbundled Network Elements.

9.3.1 SBC-AMERITECH shall provide Unbundled Network Elements to AT&T in a manner that shall allow AT&T to combine such Unbundled Network Elements in order to provide a Telecommunications Service, subject to the terms and conditions of Schedule 9.3 and the Appendix to Article IX and Schedule 9.3.

9.3.1.1 In addition to the Combinations of Unbundled Network Elements furnished by SBC-AMERITECH to AT&T, as defined in Schedule 9.3, SBC-AMERITECH shall permit AT&T to combine any Network Element or Unbundled Network Elements provided by SBC-AMERITECH with another Network Element or other Unbundled Network Elements obtained from SBC-AMERITECH or combine with compatible network components provided by AT&T or provided by third parties to AT&T to provide telecommunications services to AT&T Customers. Notwithstanding the foregoing, without additional components furnished by AT&T to itself or through third parties, AT&T shall be permitted to combine Unbundled Network Elements made available by SBC-AMERITECH with other contiguous SBC-AMERITECH Unbundled Network Elements.

9.3.2 Except upon the request of AT&T, SBC-AMERITECH shall not separate existing or currently combined combinations of Unbundled Network Elements into separate Unbundled Network Elements.

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9.3.2.2 Where SBC-AMERITECH retail Customers simply wish to switch their local service providers and keep the same type of service provided through the same equipment, this method of ordering will accomplish this with no physical changes required in the existing Network Elements. Under these circumstances, it shall not be necessary for AT&T to collocate equipment in SBC-AMERITECH Central Offices to connect the Unbundled Network Element.

9.3.4 The Combinations of Network Elements listed in the Appendix to Article IX and Schedule 9.3 are the minimum combinations available to AT&T as of the effective date of this Agreement. AT&T can order a combination shown on the list as a single order pursuant to Article XXXIII (OSS). When purchasing a Combination, AT&T

will have access to all features, functions and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply.

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 The quality of a Network Element provided on an unbundled basis as well as the quality of the access to such Network Element that SBC-AMERITECH provides to AT&T shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 The quality of a Network Element that is to be provided on an unbundled basis, as well as the quality of the access to such Network Element, that SBC-AMERITECH provides to AT&T hereunder shall be at least equal in quality to that which SBC-AMERITECH provides to itself, its subsidiaries, Affiliates and any other person unless SBC-AMERITECH proves to the Commission that it is not technically feasible to provide the Network Element requested by AT&T or access to such Network Element at a level of quality that is equal to that which SBC-AMERITECH provides to itself.

9.4.3 SBC-AMERITECH shall provide AT&T access to Unbundled Network Elements and Operations Support Systems functions, including the time within which SBC-AMERITECH provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which SBC-AMERITECH provides such unbundled network elements to itself, its subsidiaries, Affiliates and any other person except as may be provided by the Commission.

9.4.4 Upon the request of AT&T, SBC-AMERITECH shall provide to AT&T a Network Element and access to such Network Element that is different in quality to that required under Sections 9.4.2 and 9.4.3, unless SBC-AMERITECH proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality. Any request by AT&T for SBC-AMERITECH to provide any Network Element or access thereto that is different in quality shall be made by AT&T in accordance with Section 9.6.

9.4.5 Where ancillary equipment is essential to the functionality of the UNE Network Element, as provided under the terms and conditions of this Article IX, orders for such Unbundled Network Elements may specify ancillary equipment which, although integral to the functionality of the Unbundled Network Element, may need to be specified for purposes of engineering of the Unbundled Network Element. If the specified equipment is not essential to the functionality of the Unbundled Network Element, AT&T must make its request via the BFR process set forth in Article II. Specification of such information is not an acknowledgment on the part of AT&T that the items specified represent separate Unbundled Network Elements nor is it a waiver of AT&T's right to request and have the equipment provided in the future for the then existing Unbundled Network Element.

9.4.5.1 Multiplexers, bridges, and repeaters are deemed integral to the functionality of shared transport when it is ordered and provided as a UNE.

9.5 Provisioning of Network Elements.

9.5.1 SBC-AMERITECH shall provide AT&T unbundled Network Elements as set forth in this Article, the Schedules attached hereto and as described in other relevant Articles relating to the provisioning of UNEs and UNE Combinations.

9.5.2 SBC-AMERITECH shall provide AT&T access to the functionalities for SBC-AMERITECH's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements and UNE Combinations that AT&T purchases in accordance with Article XXXIII (OSS). Access to such functionalities for the Operations Support Systems functions shall be as provided in Article XXXIII (OSS).

9.5.3 Prior to submitting an order for a Network Element to be provided on an unbundled basis which replaces, in whole or in part, a service offered by SBC-AMERITECH or any other telecommunications provider for which SBC-AMERITECH changes a primary local exchange carrier, AT&T shall comply with the requirements of Section 10.11.1 of Article X.

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9.5.5 Where UNEs provided to AT&T are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to SBC-AMERITECH for future provisioning needs, unless such UNE is disconnected in error. AT&T agrees to relinquish control of any such UNE concurrent with the disconnection of an AT&T End User's service.

9.5.6 AT&T shall make available at mutually agreeable times the UNEs provided pursuant to this Article in order to permit SBC-AMERITECH to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

9.5.7 AT&T's use of any SBC-AMERITECH UNE, or of its own equipment or facilities in conjunction with any SBC-AMERITECH network element, will not materially interfere with or impair service over any facilities of SBC-AMERITECH, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC-AMERITECH may discontinue or refuse service if AT&T violates this provision, provided that such termination of service will be limited to AT&T's use of the UNE(s) causing the violation.

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9.5.10 Unbundled Network Elements may not be used in an arrangement whereby they are solely connected to or combined with SBC-AMERITECH access services or other SBC-AMERITECH tariffed service offerings with the exception of tariffed Collocation services where available.

9.6 Availability of Additional or Different Quality Network Elements. Any request by AT&T for access to a Network Element or a Combination (as that term is defined in this Article IX) that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request as set forth in Schedule 2.2.

9.7 Pricing of Unbundled Network Elements. SBC-AMERITECH shall charge AT&T the Commission Approved (TELRIC based) non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified in the Pricing Schedule. No other rates shall apply.

9.8 Billing. SBC-AMERITECH shall bill AT&T for access to unbundled Network Elements and Combinations pursuant to the requirements contained in Article XXVII of this Agreement.

9.9 Maintenance of Unbundled Network Elements. SBC-AMERITECH shall provide maintenance of Loops and Combinations that include Loops as set forth in Schedule 33.1.

9.10 Standards of Performance. SBC-AMERITECH shall provide to AT&T access to unbundled Network Elements pursuant to the Performance Standards set forth in Article XXXII (Performance Standards, Measurements and Penalties). Upon 30 days written notice, SBC-AMERITECH may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, AT&T 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 SBC-AMERITECH places on itself for orders from its customers.

9.11 UNE Connection Methods. SBC-AMERITECH will provide access to Network Elements on an unbundled basis at any technically feasible point including at any point set forth in Article XII (Collocation).

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9.15 Maintenance of Elements.

9.15.1 If trouble occurs with unbundled network elements provided by SBC-AMERITECH, AT&T will first determine whether the trouble is in AT&T's own equipment and/or facilities or those of the End User. If AT&T determines the trouble is in SBC-AMERITECH's equipment and/or facilities, AT&T will issue a trouble report to SBC-AMERITECH.

9.15.2 AT&T shall pay Time and Material charges (maintenance of service charges/additional labor charges) when AT&T reports a suspected failure of a network element and SBC-AMERITECH dispatches personnel to the End User's premises or a SBC-AMERITECH Central Office and trouble was not caused by SBC-AMERITECH'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.

9.15.3 AT&T shall pay Time and Material charges when SBC-AMERITECH dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC-AMERITECH or in detariffed CPE provided by SBC-AMERITECH, unless covered under a separate maintenance agreement.

9.15.4 AT&T 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.

9.15.5 If AT&T issues a trouble report allowing SBC-AMERITECH access to the End User's premises and SBC-AMERITECH personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-AMERITECH personnel are dispatched. Subsequently, if SBC-AMERITECH personnel are allowed access to the premises, these charges will still apply.

9.15.6 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 SBC-AMERITECH performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-AMERITECH performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-AMERITECH performed other than on a normally scheduled workday.

9.15.7 If AT&T requests or approves a SBC-AMERITECH technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, AT&T will pay Time and Material charges for any additional work to perform such

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services, including requests for installation or conversion outside of normally scheduled working hours.

9.16. RECONFIGURATION

9.16.1 SBC-AMERITECH will reconfigure existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 and the FCC Order Clarifying Supplemental Order released June 2, 2000, both released In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370).

ARTICLE X
RESALE AT WHOLESALE RATES--SECTION 251(c)(4)

10.0 Resale at Wholesale Rates – Section 251(c)(4).

10.1 Telecommunications Services Available for Resale at Wholesale Rates. Commencing on the date on which the Commission approves this Agreement, at the request of AT&T, SBC-AMERITECH will make available to AT&T for resale at wholesale rates those Telecommunications Services that SBC-AMERITECH provides, or may hereafter provide, at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act. Subject to the terms, conditions and limitations set forth in this Agreement, SBC-AMERITECH will make available to AT&T for such resale all Telecommunications Services which it offers to its retail Customers, including the following categories of Telecommunications Services (the “Resale Services”).

- (i) Local Service - Residence, as described in PUCO No. 20;
- (ii) Local Service - Business, as described in PUCO No. 20;
- (iii) Message Toll Service, as described in PUCO No. 20;
- (iv) PBX Trunk, as described in PUCO No. 20;
- (v) ISDN Direct Service, as described in PUCO No. 20;
- (vi) ISDN Prime Services, as described in PUCO No. 20;
- (vii) SBC-AMERITECH Centrex Service, as described in PUCO No. 20;
- (viii) Dedicated Communications Services, as described in PUCO No. 20;
- (ix) Inbound Services, as described in PUCO No. 20;
- (x) Customer Owned Pay Telephone Services, as described in PUCO No. 20;
- (xi) Advanced Intelligent Network, as described in PUCO No. 20;
- (xii) Promotions, as described in PUCO No. 20, and or according to federal and/or state commission requirements;
- (xiii) Optional calling plans, as described in PUCO No. 20, and
- (xiv) Special pricing plans, as described in PUCO No. 20.

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All SBC-AMERITECH services or offerings which are to be offered for resale pursuant to the Act are subject to the terms herein, even though they are not specifically enumerated or described. The Resale Services shall be made available to AT&T at the wholesale rates set forth in the Pricing Schedule. All Telecommunications Services shall be available to AT&T at wholesale rates and on terms no less favorable than those SBC-AMERITECH makes available to its end user customers.

10.2 Other Services. SBC-AMERITECH may, at its sole discretion, and as agreed to by AT&T, make available to AT&T under this Agreement services other than Telecommunications Services for resale at rates, terms and conditions agreed upon by the Parties.

10.3 Limitations on Availability of Resale Services.

The following limitations shall apply to Resale Services:

10.3.1 Any Telecommunications Services which SBC-AMERITECH offers to existing retail subscribers, but not to new subscribers ("**Grandfathered Services**"), may be revised or supplemented from time to time to include those additional services that SBC-AMERITECH may, in its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. SBC-AMERITECH agrees to make Grandfathered Services available to AT&T for resale to any Customer of SBC-AMERITECH that subscribes to a Grandfathered Service from SBC-AMERITECH at the time of its selection of AT&T as its primary local exchange carrier. If a local Telecommunications Service is subsequently classified as a Grandfathered Service by SBC-AMERITECH, SBC-AMERITECH agrees to continue to sell such Grandfathered Service (subject to the terms of Section 10.3.2) to AT&T for resale to AT&T's Customers that subscribe to such Grandfathered Service at the time it is so classified by SBC-AMERITECH. Grandfathered Services shall be made available to AT&T at wholesale rates determined in accordance with the Act. To the extent that SBC-AMERITECH is unable to provide wholesale systems support and billing within the first ninety (90) days from the date each AT&T Resale Customer is provided such Grandfathered Service, SBC-AMERITECH shall retroactively apply such wholesale rate as a credit to AT&T and will bill such service to AT&T from its retail billing systems.

10.3.2 Any Telecommunication Services which SBC-AMERITECH currently intends to discontinue offering to any retail subscriber ("**Sunsetted Services**") may be revised or supplemented from time to time to include those additional Telecommunications Services that SBC-AMERITECH may, in its discretion and to the extent permitted by Applicable Law, classify as Sunsetted Services. SBC-AMERITECH agrees to make Sunsetted Services available to AT&T for resale to AT&T's Customers who are subscribers to the Sunsetted Service either from SBC-AMERITECH or AT&T at the time so classified (subject to the provisions of Section 10.3.1 if such Sunsetted Service was previously classified as a Grandfathered Service) until the date such service is discontinued.

10.4 Additional Charges for Resale Services. In addition to the rates set forth in the Pricing Schedule, AT&T shall pay SBC-AMERITECH: (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by AT&T, including initial non recurring charges, and (ii) the applicable non discounted end user common line charge as set forth in F.C.C. No. 2, Section Article 4.

10.5 Restrictions on Resale Services.

10.5.1 To the extent ordered by the Commission, including PUCO Case No. 95-845-TP-COI, Appendix A (Local Service Guidelines) as Section IX.C or provided by Applicable Law, AT&T may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from SBC-AMERITECH.

10.5.2 SBC-AMERITECH shall not be required to provide to AT&T Resale Services offered at a special promotional rate if:

- (a) Such promotions involve rates that will be in effect for no more than ninety (90) days; and
- (b) Such promotional offerings are not used to evade the wholesale rate obligation; for example, by making available a sequential series of ninety (90) day promotional rates.

10.5.3 Nothing in this Agreement shall require SBC-AMERITECH to provide to AT&T promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

10.5.4 Unless permitted by the Commission or FCC after the Effective Date, AT&T shall not utilize Resale Services to avoid applicable access charges.

10.5.5 SBC-AMERITECH services are not available at wholesale rates to AT&T for its own use or for the use of any of AT&T's affiliates and/or subsidiaries or the use of AT&T's parent or any affiliate and/or subsidiary of AT&T's parent company, if any.

10.5.6 SBC-AMERITECH may impose additional restrictions on AT&T's sale of Resale Services only as permitted by the Act, Commission and the FCC.

10.6 New Resale Services; Changes in Provision of Resale Services.

10.6.1 At such time as AT&T has Resale customers, Ameritech shall provide 45 days notice of any tariff change to Ameritech's resale services, except for amendments to Ameritech's resale tariff that are limited in scope to pricing changes for existing services. Price changes to Ameritech'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 AT&T does not have Resale customers.

10.6.2 SBC-AMERITECH communicates official information to AT&T via its TCNet notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

10.7 Operations Support Systems Functions. SBC-AMERITECH shall provide AT&T nondiscriminatory access to SBC-AMERITECH's Operations Support Systems functions as provided in Article XXXIII, (Operational Support Systems) of this Agreement.

10.8 Nondiscriminatory Provision of Resale Services.

10.8.1 SBC-AMERITECH shall provide to AT&T, for Resale, Resale Services that are equal in quality and subject to the same conditions as those that apply when SBC-AMERITECH provides these services to others, including its own End Users.

10.8.2 Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality and subject to the same conditions as those that apply when SBC-AMERITECH provides these services and functions to others, including its own End Users.

10.8.3 SBC-AMERITECH shall provision Resale Services with the same timeliness and subject to the same conditions as those that apply when SBC-AMERITECH provides these services to others, including its own End Users. However, nothing in this Section 10.8.3 shall increase any obligation assigned to SBC-AMERITECH in the Articles of this agreement addressing Performance Measurements or Operational Support Systems.

10.9 Standards of Performance. SBC-AMERITECH shall provide AT&T Resale Services in accordance with the Standards of Performance in Article XXXII of this Agreement, (Performance Measurements).

10.9.1 AT&T shall be entitled to any Credit Allowances pursuant to the same terms and conditions that SBC-AMERITECH offers Credit Allowances to its retail Customers, including those described on Schedule 10.9.1.

10.10 Branding.

10.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, SBC-AMERITECH shall rebrand or unbrand such features of such offered Resale Service as requested by AT&T for AT&T's Customers, unless

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SBC-AMERITECH places a restriction on such rebranding or unbranding that is approved by the Commission as reasonable and nondiscriminatory, such as proving that SBC-AMERITECH lacks the capability to comply with such rebranding or unbranding request.

10.10.2 AT&T may request, and SBC-AMERITECH may make available to AT&T upon mutually agreeable terms and conditions, the ability to route:

- (i) Local Directory Assistance calls dialed by AT&T's Customers directly to AT&T Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls (0+, 0-) dialed by AT&T Customers directly to the AT&T Local Operator Services platform to the extent such routing is technically feasible.

10.10.3 AT&T shall not, without SBC-AMERITECH's prior written consent, offer any Resale Service to any Customer under any brand name, trademarks, service marks, trade names, logos, insignia, symbols or decorative designs of SBC-AMERITECH, its subsidiaries or its Affiliates, nor shall AT&T state or imply that there is any joint business association or any similar arrangement with SBC-AMERITECH in the provision of Resale Service to AT&T's Customers, except to the extent AT&T deems it necessary to advise its Customers that SBC-AMERITECH's personnel will perform work on behalf of AT&T under this Agreement.

10.10.4 In those instances where AT&T requires SBC-AMERITECH personnel to interface directly with AT&T Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as SBC-AMERITECH's employees representing AT&T.

10.10.5 Any "no access" cards and time and materials invoices furnished during service calls by SBC-AMERITECH personnel to AT&T Customers shall be available to AT&T for review and shall bear no corporate name, logo or trademark.

10.10.6 In no event shall SBC-AMERITECH personnel acting on behalf of AT&T pursuant to this Agreement provide information to any existing AT&T Customer about SBC-AMERITECH products or services.

10.10.7 AT&T shall pay SBC-AMERITECH's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding under this **Section 10.10**.

10.11 Primary Local Exchange and Interexchange Carrier Selections.

10.11.1 The Parties shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for Customer selection of a primary local exchange carrier. SBC-

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AMERITECH shall not require a disconnect order from an AT&T Customer, or another LEC, in order to process an AT&T conversion order for Resale Service for an AT&T Customer.

10.11.2 Carrier Selection Disputes. If any disputes should occur concerning the selection of primary local exchange carriers by the Customers of a Party, the following dispute escalation procedures shall be followed:

- (a) If a Customer denies authorizing a change in his or her primary local exchange carrier selection to a different LEC ("**Unauthorized Switching**"), SBC-AMERITECH shall switch that Customer back to AT&T in accordance with the terms of PUCO No. 20 (the "**Resale Tariff**"). However, in the case of unauthorized changes of AT&T Customers to SBC-AMERITECH, SBC-AMERITECH shall also have the duties of the "Carrier" as enumerated in such Resale Tariff, but will pay the \$50 compensation, described in the Resale Tariff, to AT&T.
- (b) If SBC-AMERITECH reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other governmental entity, SBC-AMERITECH agrees to report on AT&T unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.
- (c) The Parties agree that in the event the Resale Tariff is withdrawn by SBC-AMERITECH or materially revised, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the negotiations, the dispute resolution procedures set forth in Section 28.3 will be implemented.

10.11.3 When SBC-AMERITECH receives an order for Resale Service from AT&T for AT&T's Customer, and SBC-AMERITECH currently provides resale local exchange telecommunications services to another carrier ("**Carrier of Record**") for the same Customer, SBC-AMERITECH shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and AT&T to resolve any issues related to that Customer. AT&T agrees to indemnify and hold SBC-AMERITECH harmless against any and all Losses that may result from SBC-AMERITECH acting under this Section 10.11.3.

10.11.4 When notified by AT&T via the Local Service Request ("LSR") that an End User desires to change its presubscribed interexchange carrier ("PIC") selection or local service provider ("LPIC") selection only from one carrier to another carrier, SBC-AMERITECH shall provision the PIC or LPIC change. SBC-AMERITECH will modify its

process to conform with industry accepted standards and the requirements of the FCC or the Commission.

10.12 Requirements for Specific Services

10.12.1 CENTREX Requirements. SBC-AMERITECH agrees that AT&T may elect to resell SBC-AMERITECH CENTREX service at any time during the term of this Agreement. The terms under which AT&T will resell CENTREX will be negotiated by the parties at the time AT&T elects to resell CENTREX. Any dispute arising from the parties' negotiation of the terms under which AT&T will resell Centrex will be resolved pursuant to Article XXVIII of this Agreement

10.12.2 CLASS and Custom Features Requirements. AT&T may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, on a customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.

10.12.3 Customer Specific Pricing Agreements ("CSPAs"). AT&T may purchase any SBC-AMERITECH Customer-specific service offering for resale to any Customer who would have been eligible to take such offering directly from SBC-AMERITECH. Where AT&T and SBC-AMERITECH are competing at retail for the same Customer, both the retail price and the associated wholesale discount shall be calculated by SBC-AMERITECH without unreasonable delay. SBC-AMERITECH shall take all steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding AT&T's request or other competitively sensitive information.

10.12.4 Inside Wire Maintenance Service. AT&T may enter into a separate agreement with SBC-AMERITECH to purchase SBC-AMERITECH Inside Wire Maintenance Service for use with AT&T customers.

10.12.5 Voice Mail Functionality. Where available to SBC-AMERITECH's end users, SBC-AMERITECH shall provide all voice mail functionality including the feature capabilities specified below, under whatever product name SBC-AMERITECH may use to identify those capabilities, in order to allow for voice mail services:

Simple Message Desk Interface – Enhanced ("SMDI-E")

Simple Message Desk Interface ("SMDI")

Foreign Exchange ("FX") Interconnect Lines (DSO and T1) with Multi-Line Hunt Groups ("MLHG"), DID

Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities

Call Forward on Busy ("CF/B")

Call Forward Don't Answer ("CF/DA")

10.12.6 Blocking Service. Upon AT&T's request, SBC-AMERITECH shall provide call blocking service (including, but not limited to, 700, 900, and 976 services individually or in any combination upon request, bill to third party and collect calls) to AT&T on a line, trunk, or individual service basis at parity with what SBC-AMERITECH provides its end users.

10.12.7 Advanced Intelligent Network. AT&T may purchase those Advanced Intelligent Network ("AIN") features or functions that SBC-AMERITECH offers at retail, under tariff or otherwise, to subscribers who are not telecommunications carriers.

- (i) All service levels, features and function components of AIN provided by SBC-AMERITECH and offered for resale by AT&T will be provided by SBC-AMERITECH at parity with the same services SBC-AMERITECH offers to its own customers.
- (ii) AT&T may purchase any and all levels of AIN service for Resale Services, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service where technically feasible.

10.13 Functionality Required To Support Resale Service.

10.13.1 Directory Listing Requirements. SBC-AMERITECH shall make available to AT&T for AT&T Customers directory listings in accordance with the provisions of Article XV.

10.13.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to AT&T's service, SBC-AMERITECH will remove any SBC-AMERITECH-assigned telephone line calling card number (including area code) ("TLN") from the Line Identification Database ("LIDB").

10.13.3 Special Needs Services

10.13.3.1 AT&T will adhere to all applicable state regulation and law in the provision of special needs service to its Resale Services customers. 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.

10.13.3.2 If an existing SBC-AMERITECH customer is certified as eligible for special needs services, the Customer Service Record information that SBC-AMERITECH provides to AT&T when AT&T acquires that customer will include an indicator which identifies the customer's eligibility for special needs services.

10.13.3.3 AT&T is responsible for determining its customers' eligibility for special needs services and for certifying and recertifying eligible customers, subject to applicable state regulation and law, including obtaining and retaining documentary evidence of eligibility.

10.13.3.4 For usage by an AT&T customer of a Telephone Relay Service, SBC-AMERITECH will provide AT&T with all billing information furnished to SBC-AMERITECH by the provider of the Telephone Relay Service.

10.13.4 Telephone Assistance Programs

10.13.4.1 AT&T will adhere to all applicable regulation and law in the administration of Telephone Assistance Programs for its customers.

10.13.4.2 If an existing SBC-AMERITECH customer is certified as eligible for Telephone Assistance Programs, for example LifeLine or Link-Up services, the Customer Service Record information that SBC-AMERITECH provides to AT&T when AT&T acquires that customer will include an indicator which identifies the customer's eligibility for a Telephone Assistance Program.

10.13.4.3 AT&T is responsible for determining its customers' eligibility for Telephone Assistance Programs, and for certifying and recertifying eligible customers, as required by applicable state regulation and law, including obtaining and retaining documentary evidence of eligibility.

10.13.5 911 Services. SBC-AMERITECH shall provide to AT&T, for AT&T Customers, 911 call routing to the appropriate PSAP. SBC-AMERITECH shall provide AT&T Customer information to the PSAP. For purposes of this Article X, SBC-AMERITECH shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the AT&T Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 911 services. When requested by SBC-Ameritech, AT&T shall provide SBC-AMERITECH with accurate and complete information regarding AT&T's End User(s) in a format and time frame prescribed by SBC-AMERITECH for purposes of E911 administration.

10.13.5.1 Responsibilities of SBC-AMERITECH. SBC-AMERITECH shall provide access to the following services where SBC-AMERITECH is the underlying 911 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service which includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 911 calling.

- (ii) Basic 911 service (where available) provides for routing all 911 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls.
- (iii) Enhanced 911 ("E911") service, which provides additional features to Basic 911 service, such as selective routing of 911 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

Both AT&T and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 911 number, except as provided in any applicable tariff or pursuant to Applicable Law.

10.13.6 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in Article VI.

10.14 Service Functions.

10.14.1 Point of Contact for Resale Purchase Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, AT&T shall be the primary point of contact for all AT&T Customers.
- (b) Service Referrals. SBC-AMERITECH shall ensure that SBC-AMERITECH repair representatives who receive repair inquiries from AT&T users regarding AT&T services refer such inquiries to AT&T at a telephone number provided by AT&T.

For all other inquiries regarding services identified as being provided by AT&T, SBC-AMERITECH shall use its best efforts to ensure that SBC-AMERITECH representatives advise the inquiring party to contact AT&T. Further, SBC-AMERITECH shall use its best efforts to ensure that SBC-AMERITECH representatives who receive repair calls or inquiries regarding AT&T services do not in any way disparage or discriminate against AT&T, its products or services and do not provide information about SBC-AMERITECH products or services.

- (c) Customer Contact Employee Training. SBC-AMERITECH shall provide training for all its employees who may communicate, either by telephone or face-to-face, with AT&T Customers to assure that the requirements of this Agreement are met. Such training shall utilize

training materials provided by AT&T, and shall include compliance with the branding requirements of this Agreement. Furthermore, the same quality standards that SBC-AMERITECH requires of its employees when contacting an SBC-AMERITECH Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with AT&T Customers.

10.14.2 Operations Support Systems Functions.

- (a) Electronic Interface for Pre-Ordering, Ordering, and Provisioning. SBC-AMERITECH shall provide a real time electronic interface ("EI") for transferring and receiving Service Orders and Provisioning data as described in Article XXXIII (Operational Support Systems) of this Agreement.
- (b) Provisioning Support.
 - (i) After receipt and acceptance of a Service Order, SBC-AMERITECH shall provision such Service Order in accordance with the Intervals established in Article XXXII (Performance Measurements).
 - (ii) SBC-AMERITECH shall provide AT&T with service status notices (Firm Order Commitments, Order Completion Notices) within intervals established in Article XXXII (Performance Measurements).
 - (iii) SBC-AMERITECH shall provide provisioning support to AT&T for Resale Services on the same basis SBC-AMERITECH provides that provisioning support to its retail Customers. Provisioning support for Resale Services may be expanded as mutually agreed by the Parties.
 - (iv) SBC-AMERITECH shall provide AT&T with the capability to have AT&T's Resale Customer orders input to and accepted by SBC-AMERITECH's Service Order systems outside of normal business hours in parity with the way SBC-AMERITECH's Customer orders received outside of normal business hours are input and accepted.
- (c) Engineering Support. When requested by AT&T, SBC-AMERITECH shall provide timely engineering support.
- (d) Requests for Service Changes. Where SBC-AMERITECH provides installation, SBC-AMERITECH's representatives shall inform an AT&T Customer to contact AT&T if such Customer requests a service change at the time of installation.

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- (e) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, SBC-AMERITECH may not initiate any disconnect, suspension or termination of an AT&T Customer's Resale Service, unless directed to do so by AT&T by transmission of a Service Order or SBC-AMERITECH's receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than AT&T.
- (j) Intentionally left blank.
- (k) SBC-AMERITECH will provide to AT&T the electronic listing of AT&T Customers who change their local carrier, as specified in the Operations Support Systems Article of this Agreement.

10.14.3 Operations Support Systems Functions – Maintenance.
Maintenance will be provided by SBC-AMERITECH in accordance with the service parity requirements set forth in Article XXXII, (Performance Measurements).

10.15 Responsibilities of AT&T.

10.15.1 AT&T shall be responsible for providing to its Customers and to SBC-AMERITECH a telephone number or numbers that AT&T's Customers can use to contact AT&T in the event of service or repair requests. If AT&T's Customers contact SBC-AMERITECH with regard to such requests, SBC-AMERITECH shall inform such Customers that they should call AT&T and will provide AT&T's contact numbers to such Customers. At AT&T's request, SBC-AMERITECH shall provide a "warm" transfer to AT&T of calls it receives from AT&T's Customers for service or repair requests at the rates set forth in the Pricing Schedule.

10.16 Intentionally Left Blank.

10.17 Exchange of Billing Information.

10.17.1 SBC-AMERITECH shall provide to AT&T the Customer Usage Data Recorded by SBC-AMERITECH. Such data shall include complete AT&T Customer usage data for Resold Service, in accordance with the terms and conditions set forth in Article XXVII (Billing).

10.17.2 Interexchange call detail forwarded to SBC-AMERITECH for billing, which would otherwise be processed by SBC-AMERITECH, will be returned to the IXC and will not be passed through to AT&T. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account.

If AT&T does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. AT&T will have no obligation to bill and collect from AT&T's customers the Information Service provider's charges, unless a separate billing and collection agreement is signed with either SBC-AMERITECH or the Information Services provider. Billing for 900 and 976 calls or other Information Services Traffic will be passed through when SBC-AMERITECH records the message. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC. If AT&T does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900 or 976) calls placed by its Resale customers, it must order the appropriate blocking for lines provided under this Agreement and pay any applicable charges. It is the responsibility of AT&T to order the appropriate toll restriction or blocking on lines resold to End Users. AT&T acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion and that some calls may bypass blocking systems. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. AT&T 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.

10.17.3 AT&T shall be responsible for providing all billing information to its Customers who purchase Resale Services from AT&T.

10.17.4 SBC-AMERITECH shall bill AT&T for Resale Services provided by SBC-AMERITECH to AT&T pursuant to the provisions of Article XXVII. SBC-AMERITECH shall recognize AT&T as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to AT&T unless AT&T specifically requests otherwise. The bill will include sufficient data to enable AT&T to: (i) bill all charges to its Customers which are not included as Customer Usage Data, and (ii) reconcile the billed charges with the Customer Usage Data.

10.18 Use of Service

10.18.1 AT&T, and not SBC-AMERITECH, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. SBC-AMERITECH may refuse to furnish or may disconnect Resale Services of AT&T or, as appropriate to AT&T's Customer, when:

- (a) An order is issued by a court, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a Resale Service is prohibited by Applicable Law, or
- (b) SBC-AMERITECH is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by SBC-AMERITECH is being used or will be used for the purpose of

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transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

The provisions described in this Section 10.18.1 shall apply only to the specific affected Resale Services.

10.18.2 Termination of Resale Service because of a use of service that does not comply with Applicable Law shall take place only after SBC-AMERITECH provides reasonable notice or as ordered by a court.

10.18.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulations thereunder, Resale Service shall not be used for the purpose of solicitation by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

10.18.4 The Resale Services shall not be used in any manner that interferes with other persons in the use of their Telecommunications Service, prevents other persons from using their Telecommunications Services, or otherwise impairs the quality of service to other carriers or SBC-AMERITECH's Customers.

10.18.5 If AT&T's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or SBC-AMERITECH or AT&T's Customers, AT&T shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

ARTICLE XI
NOTICE OF CHANGES – SECTION 251(c)(5)

11.0 Notice of Changes – Section 251(c)(5).

11.1 Notice of 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. SBC-AMERITECH agrees to comply 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").

Any change made by SBC-AMERITECH to its Operational Support System functions will be handled in accordance with the requirements of Article XXXIII, (Change Management Process).

In addition to notice of network changes required in Section 11.1, above, and in addition to notifying AT&T of changes in single points of contact and notice recipients pursuant to this Agreement, SBC-AMERITECH communicates information to CLECs via its TCNet notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues, hours of operation of SBC-AMERITECH centers, including LSC and LOC; closings of any such centers; holiday schedules of any such centers; and changes to processes of escalation relevant to CLEC orders, and billing questions. Notification time frames should be based on the nature of the urgency of the change.

ARTICLE XII
COLLOCATION – SECTION 251(c)(6)

12.0 Collocation – Section 251(c)(6).

12.1 Physical Collocation. SBC-AMERITECH shall provide to AT&T Physical Collocation on its Premises for equipment necessary for Interconnection (pursuant to Article III) or for access to unbundled Network Elements (pursuant to Article IX), except that SBC-AMERITECH will provide for Virtual Collocation of such equipment if SBC-AMERITECH demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. SBC-AMERITECH shall provide AT&T Collocation only for the purpose of Interconnection or access to SBC-AMERITECH's Network Elements.

12.2 Virtual Collocation in Physical Collocation Space. Where AT&T is Virtually Collocated on the Effective Date in a space that was initially prepared for Physical Collocation, AT&T may elect to: (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practicable for technical reasons or because of space limitations, revert to Physical Collocation, in which case AT&T shall coordinate with SBC-AMERITECH for rearrangement of its transmission equipment and facilities, for which SBC-AMERITECH shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

12.3 Virtual Collocation in Virtual Collocation Space. Where AT&T is Virtually Collocated in a space which was initially prepared for Virtual Collocation, AT&T may elect to: (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to current procedures and the terms and conditions of this Agreement or, (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such Premises, in which case AT&T shall coordinate the construction and rearrangement with SBC-AMERITECH of its transmission equipment and facilities for which AT&T shall pay SBC-AMERITECH at the rates set forth in the Pricing Schedule. In addition, all applicable Physical Collocation recurring charges shall apply.

12.4 Nondiscriminatory Collocation. Collocation shall be made available to AT&T by SBC-AMERITECH on a basis that is at least equal in quality, price and priority that SBC-AMERITECH provides to itself, its subsidiaries, Affiliates or other persons. The quality of design, performance, features, functions and other characteristics of Collocation made available to AT&T under this Agreement shall be at parity to that which SBC-AMERITECH provides in its network to itself, its subsidiaries, its Affiliates or other persons.

12.5 Eligible Equipment.

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AT&T may Collocate equipment necessary for Interconnection, or access to SBC-AMERITECH's Network Elements including the following types of equipment:

- (a) OLT equipment,
- (b) multiplexers,
- (c) Digital Cross-Connect Panels,
- (d) Optical Cross-Connect Panels,
- (e) Digital Loop Carrier, utilizing transmission and advanced services capabilities only, pending the FCC's adoption of new rules concerning the collocation of such equipment,
- (f) Data voice equipment,
- (g) Equipment used to offer advanced services, including but not limited to DSLAMs and Routers,
- (h) Remote switch modules and optical remote units, and
- (i) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402.

AT&T may Collocate equipment necessary for Interconnection or access to unbundled Network Elements, which shall include equipment used for signal regeneration (or "hubbing"). AT&T may provide its own BDFB or mini-BDFB. Where AT&T provides its own BDFB or mini-BDFB, AT&T shall provide its own power equipment and SBC-AMERITECH shall provide the power leads from its power source to the AT&T provided BDFB or mini-BDFB. All AT&T provided BDFBs or mini-BDFBs shall meet the Telecordia NEBS Level 1 safety standards. SBC-AMERITECH shall provide 200 amp and 100 amp power leads to the AT&T provided BDFBs and mini-BDFB as a standard caged collocation offering, according to the pricing and provisioning intervals in Southwestern Bell Telephone Company Texas collocation tariff. If the Ohio Commission finds that different terms and conditions should apply to the pricing and provisioning intervals of power leads in its dockets OPUC 96-922 and/or 00-1368, the Parties may amend this Agreement to incorporate such different terms and conditions. AT&T may install in any collocation space any equipment necessary for interconnection with SBC-AMERITECH or access to SBC-AMERITECH's Network Elements that has met, (i) Telecordia NEBS Level 1 safety standards, (ii) NEBS EMI emissions requirements, as stated in GR-1089-CORE. Any equipment type with a history of safe operation demonstrated by placement as network equipment in SBC-AMERITECH's network premises prior to January 1, 1998, with no documented or known

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history of safety problems may be installed in SBC-AMERITECH's central offices. SBC-AMERITECH shall not impose or enforce any additional or separate safety standards more stringent than it imposes on its own equipment. SBC-AMERITECH has ten (10) Business days from receipt of the application to accept the equipment listed on the application. If SBC-AMERITECH denies collocation of equipment designated by AT&T, citing safety standards, SBC-AMERITECH will provide within five (5) business days a list of all SBC-AMERITECH network equipment that SBC-AMERITECH has located at the premise together with an affidavit attesting that SBC-AMERITECH's network equipment on such list meets or exceeds the safety standards that SBC-AMERITECH contends AT&T's equipment fails to meet. Additionally, AT&T shall be permitted to collocate for any purpose, or in any manner or method authorized by the Act, the Commission or the FCC.

12.6 Transmission Facility Options. For both Physical Collocation and Virtual Collocation, AT&T may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from SBC-AMERITECH or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at SBC-AMERITECH's Premises.

12.7 Interconnection with other Collocated Carriers. Upon written request to SBC-AMERITECH, AT&T shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at SBC-AMERITECH's Premises by connecting its collocated equipment to the collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities. AT&T shall not be required by SBC-AMERITECH to purchase a Cross-Connect to interconnect with the collocated equipment of other Telecommunication Carriers. AT&T may make this connection to another collocating Telecommunications Carrier so long as: (i) AT&T's and the other collocating Telecommunications Carrier's collocated equipment are both used for Interconnection with SBC-AMERITECH or for access to SBC-AMERITECH's Network Elements, (ii) AT&T provides the connection between the equipment in the collocated spaces via a Cross-Connection or copper or optical connecting transmission facility that, at a minimum, complies in all respects with SBC-AMERITECH's technical and engineering requirements as identified in Section 12.5 and, (iii) the connecting transmission facilities of AT&T and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within SBC-AMERITECH's Premises. SBC-AMERITECH shall not impose on AT&T more stringent technical and engineering requirements than those SBC-AMERITECH imposes on its own equipment. SBC-AMERITECH shall not be authorized to dictate any terms or wording of any agreement which AT&T may enter into with any CLEC or other collocating entity.

12.8 Interconnection Points and Cables.

SBC-AMERITECH shall:

12.8.1 Provide AT&T an Interconnection point or points physically accessible by both SBC-AMERITECH and AT&T, at which the fiber optic cable carrying

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AT&T's circuits can enter SBC-AMERITECH's Premises; provided that SBC-AMERITECH shall designate Interconnection Points as close as reasonably possible to SBC-AMERITECH's Premises;

12.8.2 Provide at least two (2) such Interconnection points at SBC-AMERITECH's Premises at which there are at least two (2) entry points for AT&T's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

12.8.3 Permit AT&T Interconnection of copper or coaxial cable if AT&T demonstrates that the use of copper or coaxial cable will not impair Ameritech's ability to serve its own customer or subsequent collocators; and

12.8.4 Permit AT&T Physical Collocation of equipment associated with microwave entrance facilities to Collocation, to the same extent SBC-AMERITECH permits physical Collocation arrangements to itself, affiliates or other Carriers. Where Physical Collocation of equipment associated with microwave entrance facilities to Collocation is not technically feasible, SBC-AMERITECH shall provide Virtual Collocation of such facilities as required where technically feasible.

12.8.5 Permit AT&T to link its collocation cages to its other collocation cages located in the same central office without purchasing a cross-connect. If the cages are separated by other SBC-AMERITECH designated space, AT&T will be permitted to run cabling, limited only by SBC-AMERITECH's reasonable safety and network security requirements that it imposes on itself on SBC-AMERITECH provided and designated cabling racks.

12.9 Condominium Arrangements.

12.9.1 If AT&T is Collocated in SBC-AMERITECH's Premises, and such Premises are located in the same building as AT&T Affiliate's POP pursuant to a Condo Arrangement listed on Schedule 16.10, then SBC-AMERITECH shall, upon AT&T's submission of a service order, permit AT&T to interconnect its network with that of its Affiliate by connecting its equipment Collocated in SBC-AMERITECH's Premises to its Affiliate's facilities located in such Affiliate's POP (such direct connection referred to as a "Condo Connection").

12.9.2 If AT&T orders a Condo Connection, such Condo Connection shall: (i) be constructed by an SBC-AMERITECH approved vendor selected by and on behalf of AT&T, (ii) require AT&T to lease SBC-AMERITECH cable rack (or, if cable rack is not available within ninety (90) days after AT&T's order for a Condo Connection, AT&T may use conduit installed by AT&T) and/or, as applicable, riser space, to carry the connecting transport facility from AT&T's Collocated equipment to, as applicable, either the demarcation point between the SBC-AMERITECH Premises and the Affiliate's POP or the entry point into SBC-AMERITECH's Premises, (iii) traverse the

path designated by SBC-AMERITECH (regardless of whether cable rack or conduit is used), and (iv) comply in all material respects with the same technical and engineering requirements that SBC-AMERITECH imposes on its provision of functionally similar connecting facilities within its Premises.

12.9.3 AT&T may order a Condo Connection from SBC-AMERITECH concurrent with or at any time after its request for Collocation in SBC-AMERITECH's Premises. AT&T may, for diversity purposes, request that SBC-AMERITECH designate two (2) paths within the SBC-AMERITECH Premises for Condo Connections.

12.9.4 SBC-AMERITECH shall charge, and AT&T agrees to pay, the rates for Condo Connection set forth in the **Pricing Schedule**; provided, however, that AT&T shall be responsible for any extraordinary charges incurred by SBC-AMERITECH to effectuate such Condo Connection, in which case extraordinary charges shall apply on a time and materials basis. When AT&T requests two (2) diverse paths, each path shall be assessed a Project Management Fee and appropriate recurring fees.

12.9.5 SBC-AMERITECH represents that the rates applicable to Condo Connection have been established in accordance with Section 252(d) of the Act. However, the Commission has neither approved nor opined on the actual rates contained in this Agreement for Condo Connection (the "CC Rates"). SBC-AMERITECH shall bill and AT&T shall pay SBC-AMERITECH for Condo Connection(s) at the CC Rates set forth in the **Pricing Schedule**. Notwithstanding anything to the contrary in this Agreement, if during the Term the Commission establishes or approves in an applicable proceeding rates different than the CC Rates (the "Final CC Rates"), the Parties agree to substitute the existing CC Rates with the Final CC Rates and such Final CC Rates will apply 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 Final CC Rates originally applied in lieu of the CC Rates. In addition, nothing in this Agreement shall preclude AT&T, on its own motion, to request the Commission to establish or approve Final CC Rates.

12.9.6 If AT&T provisions a Condo Connection: (i) SBC-AMERITECH will not accept any liability for the connecting transport facility or the connections unless damage to the connecting transport facility or connections is caused by the actions or inactions of SBC-AMERITECH, its Affiliates or SBC-AMERITECH's authorized agents acting on SBC-AMERITECH's behalf, (ii) SBC-AMERITECH will not inventory the connecting transport facility and, (iii) AT&T shall, in addition to its indemnity obligations set forth in **Article XXV**, indemnify SBC-AMERITECH for any loss arising from AT&T's installation, use, maintenance or removal of such Condo Connection to the extent such Loss is caused by the actions or inactions of AT&T, its Affiliates or its agents.

12.9.7 When AT&T and SBC-AMERITECH are located in a "condo" building, AT&T shall be allowed to locate, in AT&T's Wire Center, equipment that normally would have been Collocated in SBC-AMERITECH's Wire Center to enable AT&T to access SBC-AMERITECH's unbundled Network Elements. Such equipment will be connected to SBC-AMERITECH's unbundled Network Elements through a mid-span meet arrangement at the DSO, DS1, DS3, OC3, OC12, OC48 and where available, STS-1 rates, subject to any technical limitation on the distance between Wire Centers. AT&T will pay all costs (as defined in Section 252(d) of the Act) relating to any such mid-span meet arrangement and will also be responsible for the connection between AT&T's Wire Center and SBC-AMERITECH's facilities.

12.10 Allocation of Collocation.

12.10.1 AT&T may reserve Collocation space for its future use in SBC-AMERITECH's Premises in accordance with the provisions of Schedule 12.9.1. SBC-AMERITECH shall notify AT&T in writing if another Telecommunications Carrier requests Collocation space that is reserved by AT&T. AT&T shall within five (5) Business Days of receipt of such notice provide SBC-AMERITECH either: (i) written notice that AT&T relinquishes such space, or (ii) enforce its reservation of space in accordance with the provisions of Schedule 12.9.1. Failure of AT&T to respond to SBC-AMERITECH within the foregoing five (5) Business Day period shall be deemed an election by AT&T to relinquish such space.

12.10.2 SBC-AMERITECH shall not be required to lease or construct additional space in a Premises to provide AT&T Physical Collocation when existing space in such Premises has been exhausted. Upon request by the appropriate State Commission or AT&T, SBC-AMERITECH will remove any obsolete and unused equipment at its premise to make collocation space available. To the extent allowed by applicable state law and as determined by state regulatory proceedings, SBC-AMERITECH will be permitted to recover cost of removal and/or relocation of such equipment if SBC-AMERITECH incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g. costs to expedite removal of equipment or store equipment for reuse).

12.10.3 AT&T will provide SBC-AMERITECH with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes described in Schedule 12.9.3. SBC-AMERITECH will attempt to deliver Collocation pursuant to AT&T's forecasts to the extent that Collocation space is then available.

12.10.4 SBC-AMERITECH shall respond to an AT&T application for Physical Collocation within 10 (ten) business days. In its response, SBC-AMERITECH shall state whether the requested space is available. In addition, SBC-AMERITECH shall provide a floor plan and a detailed price quotation of any extraordinary charges, if applicable. If SBC-AMERITECH denies AT&T's application for Physical Collocation, SBC-AMERITECH

shall state with specificity in its response all of the reasons it is denying AT&T's request for Physical Collocation and specify any available alternative arrangements. If one of SBC-AMERITECH's specified reasons for denying AT&T's request for Physical Collocation is space exhaustion, SBC-AMERITECH will state in its response the most recent date on which the Central Office in question was reviewed with respect to any Telecommunications Carrier by a State Public Utilities Commission and certified as being space exhausted. If the State Commission review was conducted more than six (6) months previously, SBC-AMERITECH will state in its response that date, not less than 10 (ten) days, on which AT&T may conduct a walk-through of the central office in question.

12.11 Security Arrangements.

12.11.1 AT&T and SBC-AMERITECH agree that security is important for both companies to ensure their respective networks reliability and security, SBC-AMERITECH may require that AT&T comply with reasonable security measures that SBC-AMERITECH uses for its own employees and contractors.

12.11.2 AT&T employees and contractors will receive the same level of security training which SBC-AMERITECH requires for its employees or contractors. Unless agreed to otherwise by AT&T, AT&T employees and contractors will receive security training from a vendor other than SBC-AMERITECH.

12.11.3 After the Occupancy Date AT&T will have access to its Physically Collocated equipment twenty-four (24) hours per day, seven (7) days per week. AT&T employees are not required to be accompanied by either a security escort or any other SBC-AMERITECH employee while on SBC-AMERITECH premises. AT&T employees will have immediate access to the facility and the AT&T equipment. SBC-AMERITECH cannot otherwise delay AT&T's entry onto SBC-AMERITECH property. AT&T authorized personnel will have access to health related facilities (e.g., bathrooms), as well as access to parking as it is available. AT&T employees and contractors, with proper identification, who have a work order or a open trouble ticket will be permitted access to AT&T Physically Collocated equipment within SBC-AMERITECH facilities, to the same extent SBC-AMERITECH employees are provided such access, to the SBC-AMERITECH central office.

12.11.4 SBC-AMERITECH shall not use any information it collects in the course of implementing or operating security arrangements or other activities for marketing or any other purpose.

12.12 Publicly Available Information. SBC-AMERITECH will make information regarding its Collocation space available on its TCNet internet website. SBC-AMERITECH shall provide on its TCNet website the following information: (i) a list of all Central Offices where there is no more Physical Collocation and/or Virtual Collocation space available), and (ii) at least quarterly, a list of all equipment installed within the network area of its facilities that within the previous twelve (12) months (and updated as

needed to keep it current) failed to meet the Level 1 safety requirements of Telecordia NEBS, SBC-AMERITECH EMI and corrosion guidelines.

12.13 Subcontractor and Vendor Approval. SBC-AMERITECH shall permit AT&T to subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by SBC-AMERITECH which approval shall not be unreasonably withheld. Approval of such subcontractors and vendors by SBC-AMERITECH shall be based on the same criteria it uses in approving contractors for its own purposes. Upon request, SBC-AMERITECH will provide AT&T with the written policies used in determining whether or not a contractor will be approved. In addition, SBC-AMERITECH shall allow AT&T to have an SBC-AMERITECH-approved vendor install updates to collocated equipment, including software updates.

12.14 Collocation in Adjacent Facilities.

- (a) When SBC-AMERITECH demonstrates that space is legitimately exhausted at a location, then SBC-AMERITECH will allow AT&T to collocate, on SBC-AMERITECH's property, by constructing an adjacent controlled environmental vaults or similar structures normally used to house telecommunications equipment to the extent technically feasible and subject only to reasonable safety and maintenance requirements. SBC-AMERITECH shall have no obligation to provision Adjacent Collocation until AT&T has secured and provided SBC-AMERITECH evidence of final approval for the requested Adjacent Structure (and any transmission and power connections) from any applicable local and/or state governmental or other authority having jurisdiction to approve or grant zoning compliance or waivers and if the land on which AT&T seeks to locate such Adjacent Structure is not owned by SBC-AMERITECH, such owner or landlord. SBC-AMERITECH shall reasonably cooperate with AT&T's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard. AT&T shall place no signage or marking of any kind on an Adjacent Structure or on SBC-AMERITECH's grounds surrounding the Adjacent Structure. When requested SBC-AMERITECH will provide up to one hundred (100) AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to two hundred (200) AMPS of DC power to Adjacent Facilities up to two hundred (200) feet from the outside Central Office wall or the SBC-AMERITECH property line, as permitted by applicable zoning laws and ordinances. When power requirements are beyond these office capacities and distance limitations SBC-AMERITECH will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with AT&T. At its option, AT&T may choose to provide its own AC and DC power to the Adjacent Structure. SBC-AMERITECH will provide power and physical collocation services and facilities to such Adjacent Facilities, subject to the same nondiscrimination requirements as traditional collocation arrangements.

12.15 Delivery of Collocated Space.

12.15.1 SBC-AMERITECH shall provide AT&T with a single point of contact for all inquiries regarding Collocation. AT&T shall request space for Collocation by delivering a written request to SBC-AMERITECH. Each request for Collocation shall include: (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities AT&T will require for such space, (iv) the equipment to be housed in such space, (v) AT&T's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate AT&T's collocated equipment, (vii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (viii) the date on which AT&T intends to initiate service from such space. SBC-AMERITECH shall notify AT&T in writing within ten (10) Business Days of receiving AT&T's request for Collocation as to whether the requested space is available. The same Schedules apply for Caged, Shared Cage and Cageless Physical Collocation. If space is not available for Physical Collocation, SBC-AMERITECH will allow AT&T to visit and tour the entire office in question within ten (10) days of its notice to AT&T. If after the tour, SBC-AMERITECH and AT&T do not agree that space is unavailable, SBC-AMERITECH will file with the state Commission detailed floor plans and/or diagrams of such premises to the extent that it is accepted by the appropriate State Commission. AT&T may also request Virtual Collocation Space in accordance with Section 12.15.5. If intraoffice facilities will not be available for Collocation of initial service within three (3) months of receipt of AT&T's payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of AT&T's request for Virtual Collocation pursuant to Section 12.15.1, then SBC-AMERITECH shall provide written notification, within ten (10) Business Days after the initial walkthrough, as to when the intraoffice facilities will be made available.

12.15.2 Physical Collocation.

- (a) If space for Physical Collocation is immediately available at the time of AT&T's request, SBC-AMERITECH shall include in its notice to AT&T: (i) the space to be provided, and (ii) whether SBC-AMERITECH can deliver the space to AT&T by the date set forth in Section 12.15.2(d).
- (b) At AT&T's request, SBC-AMERITECH will make cageless collocation available to AT&T in single-bay (10 square feet) or single cabinet (18 square feet) increments. A cageless collocation is one in which AT&T collocates in any unused space that is conditioned to house its equipment. AT&T is not required to construct any enclosure of its equipment. AT&T may locate equipment at any location in the Central Office, up to SBC-AMERITECH's last unreserved bay space in that central office. In the case of Remote Terminal Cabinet,

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Controlled Environment Vault or Hut cageless collocation will be offered in increments of one (1) shelf.

- (c) If AT&T's requested Physical Collocation space is available, SBC-AMERITECH and AT&T shall have an initial walkthrough of such space within ten (10) Business Days after SBC-AMERITECH's receipt of AT&T's Initial COBO Payment. SBC-AMERITECH shall, within ten (10) Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of AT&T that will be billed as extraordinary expenses and provide for a parallel installation sequence.
- (d) The Parties acknowledge that Physical Collocation Delivery Intervals are the subject of an FCC Proceeding. Until such time as the FCC issues its final decision, the Parties shall abide by the physical collocation delivery intervals set forth in SBC-AMERITECH's Illinois Tariff ILL. CC. No. 20, Part 23, Section 4, paragraphs 11 b. through d., and 14 a., b., d., e., and f.
- (e) SBC-AMERITECH will provide reduced intervals to AT&T where AT&T has existing collocation space and AT&T requests different interconnection arrangements in that existing space. Collocation arrangements shall be provided pursuant to Schedule 12.15.2.
- (f) Physical Collocation space ordered by AT&T will be made available to AT&T by SBC-AMERITECH as more fully described in Schedule 12.16.
- (g) If SBC-AMERITECH does not provide AT&T with its Collocated space by the Delivery Date and such delay is caused directly by SBC-AMERITECH's actions or its failure to act (and not by an AT&T Delaying Event), AT&T shall receive a credit of one ninetyth (1/90th) of its COBO payment for each day after the applicable Delivery Date that such conditioned Collocated space is not made available and one one hundred and fiftieth (1/150th) of its COBO payment for each day after the applicable Delivery Date that such non-conditioned Collocated space is not available.
- (h) SBC-AMERITECH may begin billing AT&T for recurring charges for the Collocated space on the date such space is made available to AT&T for occupancy (the "Occupancy Date"), if the Occupancy Date occurs on, or after the Committed Delivery Date. AT&T will not be obligated to begin paying for space if said space is delivered prior to the Committed Delivery Date and AT&T is not ready to take possession. AT&T shall vacate the Collocated space if either: (i)

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AT&T fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection and/or access to Unbundled Network Elements to be housed in such space, or (ii) AT&T fails to Interconnect to the SBC-AMERITECH network within one hundred and fifty (150) days of the Occupancy Date. If AT&T is required to vacate the space pursuant to this Section 12.15.2(h), AT&T shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, AT&T still requires Collocation in that Premises, AT&T shall be required to submit a new request for Collocation pursuant to the provisions of Section 12.15.1.

- (i) Physical Collocation will be subject to the additional rules and regulations set forth in Section 2.0 of Schedule 12.12, and AT&T shall pay SBC-AMERITECH no more than a pro-rated cost for space preparation security measures and other charges based on the percentage of total space actually used by AT&T.
- (j) SBC-AMERITECH shall provide positive confirmation to AT&T when construction of AT&T Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (k) At AT&T's request SBC-AMERITECH shall provide, within three (3) months after receiving AT&T's Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where SBC-AMERITECH cannot feasibly provide AT&T with equipment node enclosures within such three (3) month period, SBC-AMERITECH shall notify AT&T of this fact within ten (10) Business Days from the receipt of AT&T's request. The Parties shall then negotiate a reasonable time frame.
- (l) After completion of construction, AT&T and SBC-AMERITECH will complete an acceptance walkthrough of all Collocated space requested from SBC-AMERITECH. Exceptions that are noted during this acceptance walkthrough shall be corrected by SBC-AMERITECH within thirty (30) days after the walkthrough. SBC-AMERITECH shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from AT&T's original request for Collocation shall be at SBC-AMERITECH's expense, subject to any change orders requested by AT&T.

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- (m) Caged Physical Collocation will be available in fifty (50) square foot increments with the minimum size cage being fifty (50) square feet.

12.15.3 Physical Collocation in CEV or other Adjacent Structure.

- (a) If space for Collocation in SBC-AMERITECH's office is not available at the time of AT&T's request, and the Central Office space is Legitimately Exhausted, AT&T can request via a non standard request (NSCR) that they be allowed to install a CEV or similar structure adjacent to SBC-AMERITECH's office on SBC-AMERITECH property.
- (b) SBC-AMERITECH shall have no obligation to provision Adjacent Collocation until AT&T has secured and provided SBC-AMERITECH evidence of final approval for the requested Adjacent Structure (and any transmission and power connections) from any applicable local and/or state governmental or other authority having jurisdiction to approve or grant zoning compliance or waivers and if the land on which AT&T seeks to locate such Adjacent Structure is not owned by SBC-AMERITECH, such owner or landlord. SBC-AMERITECH shall reasonably cooperate with AT&T's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard. AT&T shall place no signage or marking of any kind on an Adjacent Structure or on SBC-AMERITECH's grounds surrounding the Adjacent Structure.
- (c) SBC-AMERITECH and AT&T shall have an initial site visit of such premises within ten (10) Business Days after SBC-AMERITECH's receipt of AT&T's acceptance and payment of the NSCR quote. SBC-AMERITECH shall, within thirty (30) Business Days after such initial visit, provide documentation to include drawings of the physical structures above and below ground, which will allow AT&T's contractor to begin work.
- (d) SBC-AMERITECH shall deliver to AT&T the requested space on or before the later of: (i) one hundred eighty (180) days from SBC-AMERITECH's receipt of AT&T's NSCR, (ii) ninety (90) days from the receipt of AT&T's NSCR quote payment, or (iii) such other reasonable date that the Parties may agree upon if it is not feasible for SBC-AMERITECH to deliver to AT&T such real estate within the foregoing intervals (such date of delivery referred to as the "Delivery Date").
- (e) If SBC-AMERITECH does not provide AT&T with the space by the Committed Delivery Date and such delay is caused directly by SBC-

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AMERITECH's actions or its failure to act (and not by an AT&T Delaying Event), AT&T shall receive a credit of 1/120th of its Collocation payment for each day after the applicable Delivery Date that such collocated real estate is not made available for construction of the CEV or similar structure.

- (f) SBC-AMERITECH may begin billing AT&T for the recurring charges for the space on the date such space is made available to AT&T for occupancy (the "Occupancy Date").
- (g) AT&T is responsible for obtaining any building permits or other approvals which may be necessary to construct the facility. SBC-AMERITECH shall reasonably cooperate with AT&T's efforts to obtain such approval and shall be entitled to recover for the costs incurred in that regard.
- (h) AT&T or their approved contractor will construct the facility. SBC-AMERITECH will provide power and all other physical collocation services and facilities up to two hundred (200) feet from the outside Central Office wall or the SBC-AMERITECH property line, as permitted by applicable zoning laws or ordinances.
- (i) After completion of construction, AT&T and SBC-AMERITECH will complete an acceptance walkthrough of the constructed facility. Exceptions that are noted during this acceptance walkthrough shall be corrected by the responsible party within thirty (30) days after the walkthrough.

12.15.4. Shared Collocation

- (a) Upon request, Ameritech shall provide AT&T Shared Caged Collocation in any Unused Space.
"Shared Caged Collocation" is caged Physical Collocation space shared by AT&T and one or more competitive Local Exchange Carriers ("CLEC") pursuant to terms and conditions agreed upon by such carriers. AT&T may request that Ameritech provide Shared Caged Collocation via: (i) a new request for Physical Collocation whereby the carrier requesting such space allocates the requested space among the number of carriers initially requesting such space ("New Shared Collocation"), or (ii) a request by AT&T to enter into a sublease arrangement with another CLEC in AT&T's existing Physical Collocation ("Subleased Shared Collocation"). In each Shared Caged Collocation arrangement, SBC-AMERITECH's single point of contact with respect to such arrangement (other than billing of Preparation Charges as described in subsection (b) below)

shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single carrier that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the carrier that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this Article XII, each carrier (including AT&T 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: (A) signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator, and (B) 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.

- (b) New Shared Collocation is available in increments of fifty (50) square feet (per caged space dimensions, not per carrier). Resident Collocators shall request New Shared Collocation from SBC-AMERITECH in a single application. A request and any subsequent order for New Shared Collocation shall be submitted by the Primary Collocator. Each request for New Shared Collocation shall identify each Resident Collocator and the number of bays attributable to the Primary Collocator and each Resident Collocator. When making New Shared Collocation available, SBC-AMERITECH shall: (i) not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating carrier, and (ii) prorate the Preparation Charges incurred by SBC-AMERITECH to construct the shared Collocation cage or condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total charges to make that space available and allocating that charge to each Resident Collocator based on the percentage of total space utilized by that carrier; provided, that the percentage of total space divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and SBC-AMERITECH shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, SBC-AMERITECH 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 carrier's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. Any additional or extraordinary charges incurred to accommodate a Resident Collocator's specific instructions (e.g., unique power arrangements, cabling, etc.) will not be prorated but instead will be directly billed to the Primary Collocator. If AT&T is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, AT&T agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if AT&T is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, AT&T 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 SBC-AMERITECH as a third party beneficiary of such agreement. Requesting Carrier, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- (c) For Subleased Shared Collocation, if the Requesting Carrier is the Primary Collocator, then Requesting Carrier 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 carrier to sublease space from AT&T, AT&T shall require such other carrier(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such carrier's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates SBC-AMERITECH as a third party beneficiary of such agreement. Requesting Carrier, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s). If AT&T is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, AT&T agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement

shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

- (d) AT&T represents and warrants to SBC-AMERITECH that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 12.4 and which is necessary to Interconnect with SBC-AMERITECH or for access to SBC-AMERITECH's unbundled Network Elements. SBC-AMERITECH shall provide AT&T access to SBC-AMERITECH's unbundled Network Elements and permit AT&T to Interconnect its network with SBC-AMERITECH from Shared Caged Collocation, regardless if AT&T was the original Collocator. AT&T, however, shall have no right to request and SBC-AMERITECH shall have no obligation to provide AT&T's Resident Collocators access to SBC-AMERITECH's unbundled Network Elements or SBC-AMERITECH'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 SBC-AMERITECH.
- (e) As a condition of entering into Shared Caged Collocation, AT&T 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 SBC-AMERITECH 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 carrier remains in the Shared Cage Collocation, that carrier shall become the Primary Collocator. SBC-AMERITECH shall bill the new Primary Collocator any applicable charges to change SBC-AMERITECH's records and databases to reflect such new Primary Collocator.
- (f) Any obligation of SBC-AMERITECH under this Article XII (and any schedules referenced herein) to provide Requesting Carrier notice, information, documents or other materials shall, in a Shared Caged Collocation arrangement, be limited to the provision of such notice, information, documents or other materials to the Primary Collocator only.
- (g) SBC-AMERITECH shall commit to deliver Requested Collocators the requested space on or before a date (the "**Committed Delivery Date**")

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which shall be set in accordance with 12.15.2(d) or such other reasonable date that the Parties may agree upon.

- (h) SBC-AMERITECH will make Shared Physical Collocation space ordered available to Resident Collocators in fifty (50) square foot increments as fully described in Section 2.0 of Schedule 12.12.
- (i) If SBC-AMERITECH does not provide the shared collocated space by the Committed Delivery Date and such delay is caused directly by SBC-AMERITECH's actions or its failure to act (and not by a Resident Collocator Delaying Event), SBC-AMERITECH shall provide the Primary Collocator a credit of one one hundred twentieth (1/120th) of the COBO for each day after the applicable Delivery Date that such collocated space is not made available.
- (j) SBC-AMERITECH may begin billing AT&T, as the Primary Collocator, for recurring charges for the Shared Collocated space on the date such space is made available to AT&T and the Resident Collocator(s) for occupancy (the "**Occupancy Date**") if the Occupancy Date occurs after the Committed Delivery Date, or actual date on which AT&T begins to occupy the Collocated space if the Occupancy Date occurs after the Committed Delivery Date. There is no obligation on the part of AT&T, as the Primary Collocator, to begin paying for space if said space is delivered prior to the Committed Delivery Date and neither AT&T nor other Resident Collocators are ready to take possession.
- (k) SBC-AMERITECH shall provide positive confirmation to AT&T, as the Primary Collocator, when construction of the shared Collocated space fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date.
- (l) At AT&T's, as the Primary Collocator's, request, SBC-AMERITECH shall provide, within three (3) months after receiving the Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where SBC-AMERITECH cannot feasibly provide these equipment node enclosures within such three (3) month period, SBC-AMERITECH shall notify AT&T of this fact within ten (10) Business Days from the receipt of AT&T's request. The Parties shall then negotiate a reasonable time frame.
- (m) After completion of construction, AT&T, as the Primary Collocator, and SBC-AMERITECH will complete an acceptance walkthrough of all shared Collocated space requested from SBC-AMERITECH.

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Exceptions that are noted during this acceptance walkthrough shall be corrected by SBC-AMERITECH within thirty (30) days after the walkthrough. SBC-AMERITECH shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation shall be at SBC-AMERITECH's expense, subject to any change orders requested by AT&T, as Primary Collocator.

- (n) SBC-AMERITECH shall provide Telephone Equipment detailed drawings depicting the exact path, with dimensions, for the AT&T and the sharing CLEC ingress and egress into the shared collocated space within five (5) business days of SBC-AMERITECH's notice that shared collocation space is available. Such path and any areas around it in which AT&T must work to perform installation shall be free of friable asbestos, lead paint (unless encapsulated), radon, and other health or safety hazards.

12.15.5 Virtual Collocation.

- (a) If AT&T requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and AT&T elects Virtual Collocation, and such Virtual Collocation is available at the time of AT&T's request, SBC-AMERITECH shall include in its notice to AT&T described in Section 12.15.1: (i) the space to be provided, and (ii) whether SBC-AMERITECH can deliver the space to AT&T by the date set forth in Section 12.15.5(c).
- (b) SBC-AMERITECH and AT&T will have an initial walkthrough of the Collocated space to be provided to AT&T for Virtual Collocation on the earlier of: (i) ten (10) Business Days of SBC-AMERITECH's verification of the Virtual Collocation space to be provided to AT&T, and (ii) fourteen (14) calendar days after SBC-AMERITECH's receipt of AT&T's request for Virtual Collocation. SBC-AMERITECH shall within ten (10) Business Days after such walkthrough provide AT&T with: (i) documentation submitted to and received from contractors for any work being done on behalf of AT&T that will be billed as extraordinary expenses, and (ii) a parallel installation sequence.
- (c) SBC-AMERITECH shall deliver to AT&T the requested space on or before the later of: (i) twelve (12) weeks from SBC-AMERITECH's receipt of AT&T's request for Virtual Collocation, and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for SBC-AMERITECH to deliver to AT&T such space within twelve (12) weeks (such date of delivery referred to as the "Delivery Date") and

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SBC-AMERITECH notified AT&T of this fact within ten (10) Business Days from SBC-AMERITECH's receipt of AT&T's request.

- (d) Virtual Collocation space ordered by AT&T will be made available to AT&T by SBC-AMERITECH, as more fully described in Schedules 12.12 and 12.15.
- (e) SBC-AMERITECH shall provide positive confirmation to AT&T when construction of AT&T-Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (f) After completion of construction, AT&T and SBC-AMERITECH will complete an acceptance walkthrough of all collocated space requested from SBC-AMERITECH. Exceptions that are noted during this acceptance walkthrough shall be corrected by SBC-AMERITECH within thirty (30) days after the walkthrough. SBC-AMERITECH shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation shall be at SBC-AMERITECH's expense, subject to any change orders requested by AT&T.
- (g) SBC-AMERITECH shall install cross-connects when cross-connecting for connect purposes as directed by AT&T at the rates provided in the Pricing Schedule.
- (h) AT&T shall have the option to maintain virtually collocated equipment established under the previous Interconnection Agreement between the parties or have SBC-AMERITECH maintain that Virtually Collocated equipment on AT&T's behalf. For new virtual collocations established hereunder, SBC will maintain the Virtually Collocated equipment on AT&T's behalf.

12.16 Pricing. The prices charged to AT&T for Collocation are set forth in the Pricing Schedule.

12.17 Billing. SBC-AMERITECH shall bill AT&T for Collocation pursuant to the requirements of Article XXVII to this Agreement.

12.18 Common Requirements. The requirements set forth in Schedule 12.15 shall be applicable to both Physical and Virtual Collocation.

12.19 Additional Requirements. The additional requirements set forth in Schedule 12.16 shall be applicable to Physical Collocation.

12.20 Protection of Service and Property.

12.20.1 Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

12.20.2 SBC-AMERITECH and AT&T shall restrict access to AT&T equipment, support equipment, systems, tools and data, or spaces which contain or house AT&T equipment enclosures, to AT&T employees and other authorized non-AT&T personnel to the extent necessary to perform their specific job function.

12.20.3 AT&T shall comply at all times with security and safety procedures and existing requirements that are defined written policies and being used by SBC-AMERITECH for its employees and contractors. These procedures will be communicated to AT&T.

12.20.4 SBC-AMERITECH shall allow AT&T to inspect or observe spaces which house or contain AT&T equipment or equipment enclosures that are physically collocated on SBC-AMERITECH premises 24 hours a day 7 days a week. SBC-AMERITECH will furnish AT&T with keys, entry codes, lock combinations, and other materials or information which may be needed to gain access to any Physically Collocated AT&T equipment within the secured SBC-AMERITECH facility. SBC-AMERITECH shall allow AT&T reasonable periodic inspection or observation spaces where AT&T has its equipment virtually collocated subject to Section 12.17.2 and Article XX and, in the case of Virtual Collocation, payment by AT&T of the cost of SBC-AMERITECH escorts.

12.20.5 For Physical Collocation, SBC-AMERITECH shall furnish to AT&T a current written list of SBC-AMERITECH's employees who SBC-AMERITECH authorizes to enter AT&T's Physical Collocation space, with samples of the identifying credential to be carried by such persons.

12.20.6 SBC-AMERITECH shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that SBC-AMERITECH secures external access to spaces that house SBC-AMERITECH's equipment.

12.20.7 For Physical Collocation, SBC-AMERITECH shall limit the keys used in its keying systems for AT&T's specific Physical Collocation space which contain or house AT&T equipment or equipment enclosures to its employees and representatives to emergency access only. AT&T shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that AT&T shall immediately provide SBC-AMERITECH with such new keys.

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12.20.8 SBC-AMERITECH shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Central Office.

12.21 Standards of Performance. SBC-AMERITECH shall provide Collocation to AT&T in accordance with the service levels, procedures and intervals, if any, as provided in **Article XXXII** (Performance Measurements)

ARTICLE XIII
NUMBER PORTABILITY – SECTION 251(b)(2)

13.0 Number Portability – Section 251(b)(2).

13.1 Provision of Local Number Portability. Each Party shall provide to the other Party Local Number Portability in accordance with the requirements of the Act and FCC orders. To the extent technically feasible, Local Number Portability will be provided by each Party with no impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services.

13.2 Permanent Number Portability ("LRN-PNP").

13.2.1 SBC-AMERITECH and AT&T shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings, and NANC (North American Numbering Council) guidelines specified in Section 13.4.1.

13.2.2 SBC-AMERITECH and AT&T shall implement number portability in an end office upon the written request of the other Party in accordance with FCC timelines.

13.3 Permanent Number Portability - Unconditional Triggering. Each party shall support unconditional triggering technology (ten-digit triggering) throughout its network, to the extent technically feasible, to support LRN-PNP.

13.4 Requirements for LRN-PNP.

13.4.1 The parties shall adhere to the generic requirements for LRN-PNP as specified in the following NANC guidelines.

13.4.1.1 ATIS TRQ No.1, Technical Requirements for Number Portability - Operator Services Switching Systems, April 1999

13.4.1.2 ATIS TRQ No.2, Technical Requirements for Number Portability - Database and Global Title Translation, April 1999

13.4.1.3 ATIS TRQ No.3, Technical Requirements for Number Portability - Switching Systems, April 1999

13.4.1.4 FCC First Report and Order Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Adopted: June 27, 1996; Released: July 2, 1996;

13.4.1.5 FCC First Memorandum Opinion and Order On

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Reconsideration; FCC 97-74, CC Docket No. 95-116, RM-8535; Adopted: March 6, 1997;
Released: March 11, 1997;

13.4.1.6 FCC Second Report and Order, FCC 97-298, CC
Docket No. 95-116, RM 8535, Adopted August 14, 1997, Released August 18, 1997; and

13.4.1.7 North American Number Council Report from the
LRN-PNP Administration Selection Working Group, April 25, 1997.

13.4.2 LRN-PNP will employ an "N-1" Query Methodology.

13.4.2.1 The "N" carrier is the responsible Party for
terminating the call to the End User. The "N-1" carrier 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.

13.4.2.2 For interLATA or intraLATA toll calls, the toll
carrier (pre-subscribed or carrier code dialed) is the "N-1" carrier. The originating carrier
will pass the call to the appropriate toll carrier either directly or through an access tandem
office. Where one carrier is the originating local service provider ("LSP") and the other is
the designated toll carrier, the originating LSP will not query toll calls delivered to the toll
carrier or charge the toll carrier for such queries.

13.4.2.3 For local/intraLATA calls (other than pre subscribed
or carrier code dialed calls) to a ported number, the originating carrier is the "N-1" carrier.
It will perform an external database query and pass the call to the appropriate terminating
carrier.

13.4.3 For local/intraLATA calls (other than pre-subscribed or carrier code
dialed calls) to an NXX in which at least one number has been ported via LRN-PNP, the
Party that owns the originating switch shall query an LRN-PNP database as soon as the
call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the
originating switch shall query on a local call to an NXX in which at least one number has
been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior
to the first number in an NXX being ported via LRN-PNP, SBC-AMERITECH may query
all calls directed to that NXX, subject to the billing provisions of Article XXVII, and
provided that SBC-AMERITECH's queries shall not adversely affect the quality of service
to AT&T's customers or end-users as compared to the service SBC-AMERITECH
provides its own customers and end-users.

13.4.4 A Party shall be charged for an LRN-PNP query by the other Party
only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-
PNP query but failed to do so. Parties are not obligated to perform the LNP-PNP query
prior to the first port in an NXX.

13.4.4.1 If either party is the "N-1" carrier and the other party is the "N" carrier, and the party does not 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.

13.4.5 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

13.5 Ordering.

13.5.1 Porting of numbers with LRN-PNP will be initiated via Local Service Requests ("LSR") in accordance with the OSS Section.

13.5.2 The carrier from which a telephone number is porting from shall be able to meet the NANC porting interval for all customers. The ported to carrier may request a due date of greater than the NANC porting interval for a specific customer.

13.5.3 The parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes, provided that project LNP orders greater than 30 lines shall be subject to a negotiated due date.

13.5.4 SBC-AMERITECH shall provide all provisioning services to AT&T during the same business hours SBC-AMERITECH provisions similar services for its end user customers, but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m. SBC-AMERITECH will provision non-coordinated standalone number portability-only cut-overs on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System ("RSMS") is unavailable due to update or maintenance activity. Where ten-digit triggering is available, AT&T will be able to port numbers at any time, as long as the triggers are set, except on Sundays when number portability databases are not available. Provisioning of non-coordinated standalone number portability cut-overs on Sundays is subject to AT&T obtaining industry agreement that all carriers will conduct their Local Service Management Systems ("LSMS") update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cut-overs will be developed via the BFR Process, and will be set forth in the **Pricing Schedule**. AT&T agrees to reimburse SBC-AMERITECH for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cut-overs, as provided in the applicable Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If AT&T requests that SBC-AMERITECH perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, SBC-AMERITECH shall provide such services at the rates, if any, will be developed via the BFR Process, and will be set

forth in the Pricing Schedule.

13.6 Cut-Over Process.

13.6.1 SBC-AMERITECH and AT&T shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. Both Parties shall endeavor to update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

13.6.2 At the time of porting a number via LRN from either party, each party shall insure that the LIDB entry for that number is de-provisioned if the same LIDB is not being used by the other party.

13.6.3 On coordinated cuts, neither party shall remove the ported number from the end office from which a number is being ported prior to receipt of authorization from the other party, but will remove the number within thirty (30) minutes after authorization. If the unconditional LRN trigger is set, the ported number must be removed at the same time that the unconditional LRN trigger is removed.

13.7 Excluded Numbers. Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 and 976 NXX number services, Official Communications Services ("OCS") and others as excluded by FCC rulings issued from time to time) under this Agreement.

13.8 Intentionally left blank.

13.9 Operator Services, LIDB/LVAS and Directory Assistance.

13.9.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LRN-PNP is in place.

13.9.2 If Integrated Services Digital Network User Part ("ISUP") signaling is used, both parties shall provide, if technically feasible, the Jurisdiction Information Parameter ("JIP") in the SS7 Initial Address Message ("IAM"). (See ATIS TRQ No. 1, Technical Requirements for Number Portability - Operator Services Switching Systems, April 1999)

13.10 Porting of DID Block Numbers.

13.10.1 SBC-AMERITECH and AT&T shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

13.10.2 SBC-AMERITECH shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers,

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provided such is consistent with applicable tariffs.

ARTICLE XIV
DIALING PARITY – SECTIONS 251(b)(3) and 271(e)(2)(B)

14.0 Dialing Parity – Section 251(b)(3) and 271(e)(2)(B).

14.1 Dialing Parity. The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act. In addition, SBC-AMERITECH shall meet the requirements under Section 271(e)(2)(A), except as may be limited by Section 271(e)(2)(B) of the Act.

In order to meet its obligations under Section 251(c)(1) of the Act, SBC-AMERITECH shall ensure that all AT&T Customers experience the same dialing parity as similarly-situated customers of SBC-AMERITECH services, such that for all call types: (i) an AT&T customer is not required to dial any greater number of digits than a similarly situated SBC-AMERITECH customer, (ii) the dialing delay, post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an AT&T customer is at least equal in quality to that experienced by a similarly situated SBC-AMERITECH customer, (iii) the AT&T Customer may retain its local telephone number, and (iv) any person seeking to call an AT&T Customer is not required to dial any greater number of digits than a person seeking to call a similarly situated SBC-AMERITECH customer.

ARTICLE XV
DIRECTORY LISTINGS – SECTION 251(b)(3)

15.0 Directory Listings – Section 251(b)(3)

The parties acknowledge that in the Wisconsin OSS collaborative proceeding, SBC-AMERITECH has agreed to accept all directory listing orders via the SBC-AMERITECH ordering interfaces, thereby eliminating the need for a separate interface with the SBC-AMERITECH Directory Listing subsidiary, no later than September 2001.

The Parties further acknowledge that collaborative proceedings covering the terms and conditions and supporting Operations Support Systems (“OSS”) needed to implement the foregoing agreements are underway or are anticipated to commence. Both AT&T and SBC-AMERITECH and/or SBC-AMERITECH as represented by SBC Communications, Inc. (collectively, “SBC-AMERITECH”) are participants in those proceedings.

Accordingly, AT&T and SBC-AMERITECH stipulate and agree that:

15.1 In collaborative proceedings and/or other proceedings before State Commissions, SBC-AMERITECH and AT&T shall support the development and implementation of single interfaces and/or processes for the inclusion by SBC-AMERITECH of AT&T End User information in White Page directories.

15.2 AT&T and SBC-AMERITECH shall negotiate in good faith contractual terms and conditions fully memorializing the results of such proceedings and/or pursuant to any applicable commitments or settlement that SBC-AMERITECH makes during the course of such proceedings, within thirty (30) days of the conclusion of such proceedings. If the Parties are unable to reach agreement on contractual terms and conditions fully memorializing the results of the proceeding within thirty (30) days of the conclusion of such proceedings, AT&T and SBC-AMERITECH shall address any remaining issues preventing agreement pursuant to the dispute resolution methods set forth in Section 28.3 of this Agreement.

15.3 As soon as possible following completion of negotiations and/or conclusion of dispute resolution proceedings, AT&T and SBC-AMERITECH shall take steps necessary to amend the interconnection agreement by adding to this article the contractual terms and conditions agreed to by the parties and/or resulting from the dispute resolution process.

ARTICLE XVI
ACCESS TO POLES, DUCTS, CONDUITS AND
RIGHTS-OF-WAY – SECTIONS 251(b)(4) AND 224 of The Act

16.0 Access to Poles, Ducts, Conduits and Rights-of-Way.

16.1 Structure Availability.

16.1.1 SBC-AMERITECH shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way (individually and collectively, “**Structure**”) owned or controlled by SBC-AMERITECH, to which SBC-AMERITECH has access and rights for the placement of AT&T's telecommunications equipment and related facilities (“**Attachments**”). “Poles, ducts and conduits” include entrance facilities and conduit and riser space; controlled environmental vaults; manholes; telephone equipment closets; remote terminals; cross-connect cabinets, panels or boxes; equipment cabinets, pedestals, or terminals; and any other infrastructure used by SBC-AMERITECH to place telecommunications distribution facilities. “Rights-of-way” are easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property if the property is used for distribution facilities.

The availability of SBC-AMERITECH Structure for AT&T'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 16.18, 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 SBC-AMERITECH owns or controls Structure or interests therein. SBC-AMERITECH shall not prevent or delay any third party assignment of right-of-way to AT&T. Upon request, SBC-AMERITECH shall provide to AT&T, for review, any franchise, license, or other agreement SBC-AMERITECH has entered into with a municipality, utility, or other owner or interest holder of a right-of-way.

16.1.2 SBC-AMERITECH will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this Article XVI, “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, SBC-AMERITECH will, in good faith, explore potential accommodations with AT&T. If SBC-AMERITECH denies a request by AT&T for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, SBC-AMERITECH will provide AT&T a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.

16.1.2.1 In the case of pole attachments, SBC-AMERITECH shall, consistent with prudent engineering and design standards and practices and subject to all applicable laws, ordinances, rules and regulations, take reasonable steps to make space available for AT&T's use without replacement of the pole whenever possible.

16.2 Franchises, Permits and Consents. AT&T 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 SBC-AMERITECH Structure it uses. AT&T shall indemnify SBC-AMERITECH against loss directly resulting from any actual lack of AT&T's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

16.3 Access and Modifications. Where necessary to accommodate a request for access of AT&T, and provided SBC-AMERITECH has not denied access as described in Section 16.1.2, or because SBC-AMERITECH may not lawfully make the Structure available, SBC-AMERITECH will, as set forth below, modify its Structure in order to accommodate the Attachments of AT&T. SBC-AMERITECH may permit AT&T to conduct Field Survey Work and Make Ready Work itself or through its own contractors in circumstances where SBC-AMERITECH 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 does not qualify as a "modification", while adding taller poles, adding new ducts between existing manholes and rebuilding manholes, and adding innerduct to an existing duct to accommodate additional cables would qualify as a "modification".

16.3.1 Before commencing the work necessary to provide such additional capacity, SBC-AMERITECH will notify, pursuant to Appendix to Article XVI, all other parties having Attachments on or in the Structure of the proposed modification to the Structure. The modification to accommodate AT&T, may at SBC-AMERITECH's option, include modifications required to accommodate other attaching parties, including SBC-AMERITECH, that desire to modify their Attachments at the expense of such other attaching parties.

16.3.2 If AT&T requests access to an SBC-AMERITECH Right-of-way where SBC-AMERITECH has no existing Structure, SBC-AMERITECH shall not be required to construct new poles, conduits or ducts, or to bury cable for AT&T but will be required to make the Right-of-way available to AT&T to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if SBC-AMERITECH desires to extend its own Attachments, SBC-AMERITECH will construct Structure to accommodate AT&T's Attachments.

16.3.3 The costs of modifying a Structure to accommodate AT&T's request, the requests of another attaching party or the needs of SBC-AMERITECH shall be borne by AT&T, the other requesting party or SBC-AMERITECH, respectively, except that if other

parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of modification proportionately with the party initiating the modification. An attaching party, including SBC-AMERITECH, with a pre-existing Attachment to the Structure to be modified to accommodate AT&T 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 SBC-AMERITECH, uses the modification to bring its Structure or Attachments 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 or SBC-AMERITECH 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. If an attaching party, including SBC-AMERITECH, makes an Attachment to the facility 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.

16.3.4 All modifications to SBC-AMERITECH's Structure will be owned by SBC-AMERITECH. AT&T and other parties, including SBC-AMERITECH, 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.

16.3.5 When a party, including SBC-AMERITECH, subsequently seeks Attachment to modified Structure, SBC-AMERITECH will notify in writing AT&T and any other parties who initially contributed to the cost of modification.

16.4 Installation and Maintenance Responsibility. AT&T 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 SBC-AMERITECH or by other attaching parties. Work performed by AT&T on, in or about SBC-AMERITECH's Structures shall be performed by properly trained, competent workmen skilled in the trade. SBC-AMERITECH will specify the location on the Structure where AT&T's Attachment shall be placed, which location shall be in accordance with the National Electrical Safety Code Standards and designated in a nondiscriminatory manner. AT&T shall construct each Attachment in conformance with the permit issued by SBC-AMERITECH for such Attachment. Other than routine maintenance and service wire Attachments, AT&T shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. AT&T shall provide SBC-AMERITECH with notice before entering any Structure for construction or maintenance purposes.

16.5 Installation and Maintenance Standards. AT&T's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices, 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.

16.6 Access Requests. Any request by AT&T for access to SBC-AMERITECH's Structure shall be in writing and submitted to SBC-AMERITECH's Structure Access Coordinator. SBC-AMERITECH may prescribe a reasonable process for orderly administration of such requests. AT&T's Attachment to SBC-AMERITECH's Structure shall be pursuant to a permit issued by SBC-AMERITECH for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to SBC-AMERITECH's Structure, administration of the process of delivery of access to SBC-AMERITECH's Structure and for all other matters relating to access to SBC-AMERITECH's Structure. AT&T shall provide SBC-AMERITECH with notice before entering any SBC-AMERITECH Structure, pursuant to the provisions of the Appendix to Article XVI.

16.7 Unused Space. Excepting maintenance ducts as provided in Section 16.8 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by SBC-AMERITECH shall be available for the Attachments of AT&T, SBC-AMERITECH or other providers of Telecommunications Services or cable television systems. AT&T may not reserve space on SBC-AMERITECH Structure for its future needs. SBC-AMERITECH shall not reserve space on SBC-AMERITECH Structure for the future need of SBC-AMERITECH nor permit any other person to reserve such space. Notwithstanding the foregoing, AT&T may provide SBC-AMERITECH with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

16.8 Maintenance Ducts. 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 AT&T for maintenance purposes if it has a corresponding Attachment.

16.9 Applicability. The provisions of this Agreement shall apply to all SBC-AMERITECH Structure now occupied by AT&T except for structures covered in the provisions of AT&T - SBC-AMERITECH Easement or Condominium Agreements listed in Schedule 16.10.

16.10 Other Arrangements. AT&T's use of SBC-AMERITECH Structure is subject to any valid, lawful and nondiscriminatory arrangements SBC-AMERITECH may now or hereafter have with others pertaining to the Structure.

16.11 Cost of Certain Modifications. If SBC-AMERITECH is required by a governmental entity, court or Commission or property owner (provided such property owner has authority to require such modifications or AT&T agrees to such modifications) 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. However, if such alteration is required solely due to SBC-AMERITECH's negligence in originally installing the structure, SBC-AMERITECH shall be responsible for AT&T's expenses. If a move of AT&T's Attachment is required by SBC-AMERITECH or another attaching party, SBC-AMERITECH shall notify AT&T of the requested move, and AT&T shall either confirm in writing that it will move the Attachment within thirty (30) days of the date of SBC-AMERITECH's notice of the requested move, or notify SBC-AMERITECH that it desires SBC-AMERITECH to arrange for the move, both options to be at the expense of the party requesting such move. The written notice shall include sufficient engineering information to enable AT&T to move the Attachment or respond to the notice. If AT&T fails to notify SBC-AMERITECH within ten (10) days after the date of SBC-AMERITECH's notice of the requested move of its intention to move the Attachment or to allow SBC-AMERITECH to arrange for the move, AT&T will be deemed to have authorized SBC-AMERITECH to move such Attachment at AT&T's expense.

16.12 Maps and Records. SBC-AMERITECH will provide AT&T, at AT&T's request and expense, with access to and copies of maps, records and additional information relating to its Structure. Upon request, SBC-AMERITECH will meet with AT&T to clarify matters relating to maps, records or additional information. SBC-AMERITECH does not warrant the accuracy or completeness of information on any maps or records.

16.13 AT&T Access. AT&T shall provide SBC-AMERITECH with notice before entering any SBC-AMERITECH Structure.

16.14 Occupancy Permit. AT&T occupancy of Structure shall be pursuant to a permit issued by SBC-AMERITECH for each requested Attachment. Any such permit shall terminate: (a) if AT&T's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if AT&T has not placed and put into service its Attachments within one hundred and eighty (180) days from the date SBC-AMERITECH has notified AT&T that such Structure is available for AT&T's Attachments, (c) if AT&T ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if AT&T fails to comply with a material term or condition of this Article XVI and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from SBC-AMERITECH or, (e) if SBC-AMERITECH ceases to have the right or authority to maintain its Structure, or any part thereof, to which AT&T has Attachments. If SBC-AMERITECH ceases to have the right or authority to maintain its Structure, or any part thereof, to which AT&T has Attachments, SBC-AMERITECH shall: (i) provide AT&T notice within ten (10) Business Days after SBC-AMERITECH has knowledge of such fact, and (ii) not require AT&T to remove its Attachments from such Structure prior to SBC-AMERITECH's removal of its own attachments. SBC-AMERITECH will provide AT&T with at least sixty (60) days' written notice prior to: (x) terminating a permit or service to an AT&T Attachment or removal thereof for a breach of the provisions of this Article XVI, (y) any increase in the rates for, Attachments to SBC-AMERITECH's Structure permitted by the terms of this Agreement, or (z) any modification to SBC-AMERITECH's Structure to which AT&T has an Attachment, other than a modification associated with routine maintenance or

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as a result of an emergency. If AT&T surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments from the Structure within one hundred and eighty (180) days after the event requiring AT&T to so surrender such permit, SBC-AMERITECH shall remove AT&T's Attachments at AT&T's expense. If SBC-AMERITECH discovers that AT&T has placed an Attachment on SBC-AMERITECH's Structure without a valid permit, SBC-AMERITECH shall notify AT&T in writing of the existence of such unauthorized Attachment and AT&T shall pay to SBC-AMERITECH within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to five (5) times the annual attachment fee for an authorized Attachment.

Within the foregoing period, AT&T shall also apply for an Occupancy Permit for the unauthorized Attachment.

In addition, AT&T shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment.

If AT&T fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, SBC-AMERITECH shall have the right to remove such unauthorized Attachment from SBC-AMERITECH's Structure at AT&T's expense.

16.15 Inspections. SBC-AMERITECH may make periodic inspections of any part of the Attachments of AT&T located on SBC-AMERITECH Structures. Where reasonably practicable to do so, SBC-AMERITECH shall provide prior written notice to AT&T of such inspections. AT&T shall reimburse SBC-Ameritech for the costs (as defined in Section 252(d) of the Act) of such inspections where the inspections are made to: (i) ensure that AT&T's Attachments have been constructed in accordance with the applicable permit and do not violate any other attaching party's rights on the Structure, or (ii) ensure that AT&T's Attachments are subject to a valid permit and conform to all applicable standards as set forth in **Section 16.5**. Except in cases involving safety, damage to Attachments or reported violations of the terms of this Agreement, such inspections shall not be made more often than once every five (5) years.

16.16 Damage to Attachments. Both AT&T and SBC-AMERITECH will exercise precautions to avoid damaging the Attachments of the other or to any SBC-AMERITECH Structure to which AT&T obtains access hereunder. Subject to the limitations in **Article XXVI**, the Party damaging the Attachments of the other shall be responsible to the other therefor.

16.17 Charges and Billing. SBC-AMERITECH's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, SBC-AMERITECH's charges for Structure will be those of the lowest existing contract available to an attaching party in the State of Ohio, including any Affiliate of SBC-AMERITECH. Full Payment in advance shall be required for map preparation, make-ready surveys and Make-

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Ready Work. Billing by SBC-AMERITECH for charges pursuant to this Article shall include detail sufficient to allow a determination of accuracy, including but not limited to identification of the structure or work associated with each charge. SBC-AMERITECH reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, SBC-AMERITECH reserves the right to price on a case-by-case basis any Extraordinary Attachment to Structure. An "Extraordinary Attachment" is an attachment to a pole that occupies more than one (1) foot of space on the pole in addition to the primary cable or anything other than a standard, sealed splice enclosure in a manhole.

16.18 Nondiscrimination. Access to SBC-AMERITECH-owned or -controlled Structure shall be provided to AT&T on a basis that is nondiscriminatory to that which SBC-AMERITECH provides to itself, its Affiliates, Customers, or any other person.

16.19 Interconnection.

16.19.1 Upon request by AT&T, SBC-AMERITECH will permit the interconnection of ducts or conduits owned by AT&T in SBC-AMERITECH manholes. However, such interconnection in SBC-AMERITECH manholes will not be required where modification of SBC-AMERITECH's Structure to accommodate AT&T's request for interconnection is possible at a reasonable cost.

16.19.2 Except where required herein, requests by AT&T for interconnection of AT&T's Attachments in or on SBC-AMERITECH Structure with the Attachments of other attaching parties in or on SBC-AMERITECH Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this **Article XVI** for and reasons of insufficient Capacity, safety, reliability and engineering. SBC-AMERITECH will provide a written response to AT&T's request within forty-five (45) days of SBC-AMERITECH's receipt of such request.

16.9.3 AT&T shall be responsible for the costs of any Make-Ready Work required to accommodate any interconnection pursuant to **Section 16.19**.

16.20 Cost Imputation. SBC-AMERITECH will impute costs consistent with the rules under Section 224(g) of the Act.

16.21 Structure Access Coordinator. Requests for access to SBC-AMERITECH Structure shall be made through SBC-AMERITECH's Structure Access Coordinator, who shall be AT&T's single point of contact for all matters relating to AT&T's access to SBC-AMERITECH's Structure. The Structure Access Coordinator shall be responsible for processing requests for access to SBC-AMERITECH's Structure, administration of the process of delivery of access to SBC-AMERITECH's Structure and for all other matters relating to access to SBC-AMERITECH's Structure pursuant to guidelines as provided in the Appendix to Article XVI. In the event of a conflict between the provisions of Article XVI and those of the Appendix to Article XVI, the provisions of Article XVI shall prevail.

16.22 State Regulation. The terms and conditions in this Article XVI shall be modified through negotiation between the Parties to comply with the regulations of the state in which SBC-AMERITECH owns or controls Structure to which AT&T 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 hereto. Until the terms and conditions of this Article XVI are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provision herein inconsistent therewith.

16.23 Abandonments, Sales or Dispositions. SBC-AMERITECH shall notify AT&T 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, SBC-AMERITECH shall condition the sale or other disposition subject to the rights granted to AT&T.

16.24 Standards of Performance. SBC-AMERITECH shall provide Structure to AT&T in accordance with Article XXXII herein, as applicable.

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This section contains guidelines which further define the processes by which AT&T will obtain access to poles, ducts, conduits, and rights of way (individually and collectively referred to as "Structure") as agreed to in Article XVI of the *Interconnection Agreement*.

Except as otherwise permitted by applicable law, access to all Ameritech-owned or Ameritech-controlled Structure shall be provided to AT&T on a basis that is nondiscriminatory to that which Ameritech provides to itself, its Affiliates, Customers, or any other person.

Plan-for-Plan/Issue-in-Dispute Summary

Note that all Plan-for-Plan and Issue-in-Dispute information is summarized here in the section overview for the reader's convenience. These descriptions are also referenced whenever a particular Plan for a Plan or Issue in Dispute is referred to later in this section.

Plan-for-Plan Descriptions

The following items addressed in this section require a Plan for a Plan at the time of printing this version of this *Implementation Plan*.

Plan-for-Plan 7-1. Performance Standards & Penalties

Owners:	John Fisk - AT&T Gerry Agnew - Ameritech
Objective:	Develop format for reporting performance standards to measure Ameritech's performance in executing AT&T's structure requests as agreed to in the <i>Interconnection Agreement</i> . This plan addresses the format of the performance standards reports as well as the development of the appropriate penalties, pursuant to Article 16.6 of the <i>Interconnection Agreement</i> .
Issues:	Time Frame and appropriateness of penalties for each standard
Dependencies:	Scope, Related Orders, Intervals
Constraints:	
Time Frame:	2/28/98

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Plan-for-Plan 7-2. Comparable Treatment

Owners:	John Fisk - AT&T Gerry Agnew - Ameritech
Objective:	To define a process that will allow AT&T to verify that it is obtaining access to Structure in a nondiscriminatory manner as all other parties including Ameritech pursuant to Article 16.6 of the <i>Interconnection Agreement</i> .
Issues:	Reach agreement on what information is required and how it will be presented to AT&T to meet the above objective.
Dependencies:	None
Constraints:	Future mechanization of processes by multiple parties
Time Frame:	2/28/98

Issue-in-Dispute Description

Issue-in-Dispute 7-1. Modification Cost Recovery

Owners:	John Fisk - AT&T Gerry Agnew - Ameritech
Objective:	To establish means to recover costs of modifications to Ameritech's structure.
Issues:	<p>Article 16.3.4 states that the Implementation Team should develop the process to recover the costs for any modifications. AT&T and Ameritech cannot agree on the role each company would take in that recovery process. Per Article 16.3.4, Ameritech owns all modifications to Ameritech's structure. (This issue includes Modification Cost Recovery process for unauthorized attachments and maintenance spare)</p> <p>Need a process to identify, by section, the appropriate cost to be reimbursed to the company initiating the modification.</p> <p>Need a process of how and when the ASAC will notify AT&T that Ameritech or other 3rd parties are utilizing the modified structure.</p>
Dependencies:	<p>FCC Rules/NPRM on Modification of Structure</p> <p>AT&T and Ameritech will true up any interim procedures established now when the FCC Rules are complete</p>
Constraints:	none

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Overview

7.1 Role of the Ameritech Structure Access Coordinator

The role of the Ameritech Structure Access Coordinator (ASAC) is to be a single point of contact for AT&T. The ASAC shall:

- (a) provide single point of contact for structure access
- (b) coordinate the queuing requests of attaching parties for access to Ameritech Structure
- (c) answer questions of AT&T pertaining to obtaining access to Structure
- (d) coordinate the following processes for AT&T:
 - (i) access to maps, records and additional information regarding Structure (hereafter referred to as "Structure Records")
 - (ii) field survey to determine availability of Structure
 - (iii) Make Ready Work (which, in some cases, may include Modification Work)
 - (iv) AT&T construction activities
- (e) interpret Ameritech methods and procedures
- (f) receive and process AT&T's application for access to Structure
- (g) negotiate scope and delivery of Field Survey due dates
- (h) negotiate scope and delivery of Make Ready Work due dates
- (i) provide notification of and corrective action to eliminate disputes between attaching parties
- (j) provide AT&T with written documentation of the determinations of Structure availability
- (k) issue occupancy permits to AT&T

7 STRUCTURES

7.1 Role of the Ameritech Structure Access Coordinator

7.2 Role of AT&T

AT&T shall:

- (a) Request access to Ameritech Structure Records from the ASAC.
 - (i) Issue Billing Authorization - Billing Authorization equates to or accompanies a Structure Access Request. For purposes of these Guidelines, Billing Authorization shall be defined as AT&T's paying any required deposit and AT&T's written authorization (on the forms identified in this section) permitting Ameritech to bill AT&T for work identified on these forms. There will be a true up of costs. The true-up process for any structure-related billing items is described in Section 7.14 in this *Implementation Plan*.
- (b) Make written request for access to Ameritech Structure through ASAC-prescribed forms. (See Section 7.20 - Exhibits for Forms.)
- (c) Provide stick map or route map showing locations of the Ameritech Structure requested for access.
- (d) Provide detailed descriptions of the requested location of all proposed attachments to Ameritech Rights of Way.
- (e) Authorize the ASAC to schedule a Field Survey.
 - (i) Issue Billing Authority, as defined herein, for Ameritech to perform Field Survey by AT&T submitting appropriate A-I form.
 - (ii) Provide innerduct identification tags.
- (f) Approve Ameritech to perform Make Ready Work (in some cases, may include Modification Work).
 - (i) Issue Billing Authorization for Ameritech to perform Make Ready Work.
 - (ii) Provide innerduct identification tags.
- (g) Receive Occupancy Permit from ASAC as provided in Sections 7.6.21, 7.7.20, and 7.8.6 of this *Implementation Plan*.
- (h) Schedule attachment installation (cable placement) with ASAC
- (i) Complete attachment installation within one hundred and eighty (180) days from date Occupancy Permit is received from Ameritech.
- (j) 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 AT&T's attachments at the location of the Structure AT&T uses.

7 STRUCTURES
7.2 Role of AT&T

7.3 Information Request

AT&T may request access to Ameritech Structure Records in one of two ways:

- (a) Request for AT&T to view Ameritech Structure Records
- (b) Request to have Ameritech perform a records check for AT&T

AT&T shall submit the request on form RC-1 with a stick map and/or a description containing sufficient information for Ameritech personnel to determine which records are required. The request must include a deposit on the estimated cost of the viewing room and/or for map preparation and issuance if the request is to view the records. If the request is for Ameritech to perform the records check, the deposit shall be on the estimated costs of the work to perform the records check and appropriate billing authorization will be issued as described in Section 7.2 of this *Implementation Plan*. (See also Section 7.14 on Fees).

7.3.1 Type of Information to be Supplied

Ameritech will provide to AT&T information (with respect to all Structure that Ameritech owns or controls) currently available on Ameritech's Structure Records, which includes (to the extent available) the following:

- (a) location of the structure, street addresses for manholes and poles as shown original had this on Ameritech maps
- (b) footage between manholes or lateral ducts lengths, as shown on Ameritech maps
- (c) footage between poles, if shown on Ameritech maps
- (d) total capacity
- (e) available capacity

7.3.2 Exception Involving Confidential Information

When Ameritech maps and/or records to be viewed contain confidential and/or proprietary information:

- (a) Ameritech will expunge confidential and/or proprietary information before AT&T is provided access to view the documents and/or is issued copies.
- (b) If confidential and/or proprietary information must be expunged before disclosure of Structure Records, the ASAC will provide an estimated cost for map preparation and the date for completion of the map preparation to AT&T. AT&T must pay a deposit to the ASAC based upon the estimated amount of the map preparation costs before map preparation will be initiated. Billing authorization will be issued as described in Section 7.2 of this *Implementation Plan*.

7.3.3 Viewing Room

- (a) Within ten (10) business days after AT&T submits Billing Authorization to the ASAC, the ASAC will notify AT&T of the place and time that AT&T may view the Structure Records.
- (b) If the requested Structure Records do not contain un-expunged confidential and proprietary information, access to the records will be provided within five (5) business days after ASAC notifies AT&T in accordance with paragraph (a), above.
- (c) If the requested Structure Records contain confidential or proprietary information which must be expunged, the time when AT&T will be provided with access will be determined on a case by case basis, based upon size and complexity of the request, and will be identified in the above notice, but such access shall be provided within ten (10) business days after ASAC notifies AT&T, in accordance with paragraph 7.3.3(a) above, unless otherwise mutually agreed to by Ameritech and AT&T.

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7.3 Information Request

- (d) The viewing room must be reserved for a minimum of two (2) hours. AT&T may request additional time prior to the viewing date. Ameritech may not be able to provide AT&T with unscheduled additional time for viewing Ameritech's Structure Records on the viewing date.
- (e) Ameritech will make available an Ameritech representative with sufficient knowledge about Ameritech Structure Records to clarify matters relating to such Structure Records and to assist AT&T during their viewing.

7.3.4 Copies of Structure Records

- (a) Copies of Structure Records which do not require preparation in accordance with section 7.3.3 above will be provided within ten (10) business days after AT&T submits Billing Authorization to the ASAC, if AT&T is entitled to copies per the Interconnection Agreement (AT&T is entitled to copies in all states except Illinois).
- (b) If the requested Structure Records contain confidential or proprietary information which must be expunged, the time when AT&T will be provided with copies will be determined on a case by case basis, based upon size and complexity of the request, but such copies shall be provided within twenty (20) business days after AT&T submits its Billing Authorization, in accordance with paragraph 7.3.1 above, unless mutually agreed to by Ameritech and AT&T.
- (c) Structure Records are considered confidential and are subject to the confidentiality requirements of any applicable Interconnection Agreements, tariff, or otherwise.
- (d) AT&T and its designees shall use the Structure Records to design and implement AT&T's network. AT&T shall not sell to, provide to, or permit the use of the Structure Records by a third party.

7.3.5 Limitations of Structure Records Review

The completion of a review of Structure Records does not imply that the ASAC has approved a Structure Occupancy Permit for AT&T.

7.4 Capacity Reservation

7.4.1 Capacity Reservation

No party, including Ameritech, will be allowed to reserve space in or on Ameritech's Structure for future needs. Notwithstanding the foregoing, AT&T may provide Ameritech with a two (2) year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

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7.4 Capacity Reservation

7.5 Priority Queue

(First in Time - First in Right)

7.5.1 Determination of Priority

The priority for right of access to existing capacity in Ameritech's Structure will be determined by the actual time that AT&T's written Structure Access Request, in accordance with paragraphs 7.6.6, 7.7.4, and 7.8.1 below, is received by the ASAC. Structure Access Requests for all parties including Ameritech will be treated in a non-discriminatory manner.

7.5.2 Maintaining Position in Queue

- (a) Position is based on the date and time stamp on the written Structure Access Request.
- (b) Position remains as long as AT&T continues processing of the request for access, including Field Survey, Make Ready Construction and facilities placement in accordance with the time frames set forth in this Section (7) of the *Implementation Plan*.
- (c) If AT&T does not process its requests for access in accordance with the time frames set forth in these Guidelines, AT&T's request shall be considered expired.
- (d) Any change to a Structure Access Request (as defined in paragraphs 7.6.6, 7.7.4 and 7.8.1 below) will be deemed a new request for purposes of position in the queue, and a new date and time stamp will be affixed to the Request. AT&T will be notified if this occurs.
- (e) If at any time in the processing of a request a conflict arises concerning priority rights, the ASAC will use the written Structure Access Requests with date and time stamps to resolve the issue.

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7.5 Priority Queue

7.6 Access to Ducts and Conduit

"Ducts" and "Conduit" have the meaning assigned to them in the applicable *Interconnection Agreement*.

7.6.1 Information Access - Ducts and Conduit

AT&T will be provided access to review Ameritech Structure Records for ducts and conduit, as defined in Section 7.3.

7.6.2 Determination of Space Availability

The apparent availability of spare capacity indicated by the review of Ameritech Structure Records does not guarantee the actual availability or structural integrity of ducts and conduit. Space availability of Ameritech ducts and conduit is determined during the Field Survey and integrity is determined by the completion of the Ameritech Make Ready work.

7.6.3 Presumption of Request for Innerduct Occupancy

It is presumed that a request for occupancy of conduit is for occupancy of an innerduct. If due to the size of AT&T's cable, a whole duct is required, AT&T's request will be based on a whole duct. A whole duct may not be used for a cable that can be accommodated in an innerduct. If innerduct does not exist in the requested conduit, Ameritech will place innerduct, at AT&T's cost (refer to Make Ready Work/Billing Authorization).

7.6.4 Available Capacity

Unoccupied conduit, duct and/or innerduct space is assumed available for use by an attaching party, excluding the conduit, ducts and/or innerducts reserved for the universal maintenance spare, municipal use, or which are subject to the pending, prior request of another attaching party. With respect to ducts which are apparently vacant and available but cannot be occupied due to blockage, Ameritech will take all reasonable steps to create the necessary space in such blocked ducts, at AT&T's cost (refer to Make Ready Work/Billing Authorization). If AT&T ceases to use Attachments for any period of one hundred and eighty (180) consecutive days, such Attachments are presumed to be usable for attachments of other attaching parties, but require a sixty (60) day notice to the attachment owner before removal.

7.6.5 Universal Maintenance Spare

A universal maintenance spare is one (1) whole spare duct (typically 4") and one (1) spare innerduct. The universal maintenance spare in each manhole is available to all existing attaching parties (and Ameritech) which have existing working cables in the conduit system, for maintenance purposes. Only one party at any time may occupy the maintenance spare. Any party utilizing the maintenance spare must vacate the maintenance spare within sixty (60) days after placing its facilities in the universal maintenance spare. Access to a Universal Maintenance Spare must be requested through the ASAC and the ASAC must grant access to AT&T within five (5) business days of the request. This section (7.6.5) applies to routine maintenance. For emergency situations, Section 7.12.3, below, applies.

7.6.6 Structure Access Request - Ducts and Conduit

- (a) To request access to ducts and conduit, AT&T shall submit:
 - (i) Forms C1 & C2 (conduit) attached hereto in Section 7-20, Exhibits.

7 STRUCTURES

7.6 Access to Ducts and Conduit

- (ii) Associated maps and/or written descriptions for each request (which shall include the number, type and size of facility AT&T plans to install and if available all the locations at which AT&T proposes to interconnect its ducts with Ameritech manholes and all manhole locations where an entrance or exit to Ameritech's conduit structure will be required).
- (b) The ASAC will enter AT&T's request for access to Ameritech Structure into the Priority Queue. (See Priority Queue Process defined in Section 7.5.)

7.6.7 Field Survey by Ameritech - Ducts and Conduit

- (a) The ASAC will provide to AT&T an estimated cost for the Field Survey. This will be on Form A-1.
- (b) AT&T will pay any required deposit and sign the appropriate form as Billing Authorization to proceed with the Field Survey.
- (c) Ameritech will complete the Field Survey in accordance with intervals as agreed to. See section 7.6.13.
- (d) AT&T may supply a representative.
- (e) Ameritech personnel will notify AT&T within twenty-four (24) hours prior to beginning the Field Survey, if AT&T wishes to have a representative present.

7.6.8 Field Survey assisted by AT&T - Ducts and Conduit

If, after receipt of the Structure Access Request, Ameritech determines it will be unable to complete Field Survey work in accordance with standard intervals as defined in 7.6.13, Ameritech may suggest or AT&T may request that AT&T be allowed to have AT&T or AT&T's contractor perform certain work associated with the Field Survey. The following apply:

- (a) AT&T or its Ameritech approved contractor may prepare manholes for entry (open, test, ventilate, pump, etc.).
- (b) An Ameritech representative will perform the Field Survey work with an AT&T representative, and the Ameritech representative will specify locations of attachments
- (c) All standards and conditions specified in section 7.9 will be followed.
- (d) AT&T will not be allowed to perform any Field Survey work that is required to be performed by Ameritech employees pursuant to Ameritech collective bargaining agreements, work rules and policies.

7.6.9 Field Survey Definition

A Field Survey is a physical check of the locations requested by AT&T to enter, exit, and place equipment in Ameritech ducts and conduit and includes (to the extent available) the following:

- (a) availability of space within existing lateral knockouts,
- (b) availability of space for cable maintenance loops,
- (c) availability of space for splice cases,
- (d) availability of space for cable racking,
- (e) availability of space for manhole core bores,
- (f) availability of actual vacant conduit/innerduct,
- (g) preliminary investigation of potential modifications if no available capacity exists.

7.6.10 Innerduct Identification Tags

AT&T must supply innerduct identification tags to the Ameritech representative onsite or prior to the Field Survey. The identification tags must include:

- (a) AT&T's name and
- (b) a space for the date of the Field Survey.

7.6.11 Preferred Entrances and Exits

The preferred entrances and exits of Ameritech's conduit system for attaching parties is at established openings. These openings are building entrances, points at which cable enters Ameritech's underground conduit facilities, stubbed-off ducts and pre-formed manhole lateral knockouts. If the preferred entrances or exits are not available, entrance to an Ameritech manhole may be created by core boring of the manhole wall, unless such engineered access to the manhole is denied by Ameritech for reasons of Insufficient Capacity, safety, reliability or engineering (as defined in the applicable *Interconnection Agreement*).

7.6.12 Limitations of Field Survey

A Field Survey does not guarantee the integrity of the ducts and conduit to accommodate the requested access. The Field Survey does not authorize AT&T to occupy Ameritech ducts and conduit. Such authorization is granted once the Occupancy Permit has been issued. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

7.6.13 Ducts and Conduit Field Survey Intervals

The standard interval for Field Survey work for Ducts and Conduit that is to be performed by Ameritech is 25 business days for the first 10 manholes and an additional 2 business days for each additional 5 manholes. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

The clock for the standard interval starts when the ASAC receives properly completed (accurate and with all necessary details) Forms C-1 and C-2. The clock stops when the ASAC sends a Form A-1 to AT&T to notify of the estimated Make Ready work.

7.6.14 Denial of Access

Based on the information from Structure Records and the completed Field Survey, the ASAC will determine if the requested access to Ameritech's Structure can be provided to AT&T.

- (a) Ameritech will not make Structure available in the following cases:
 - (i) Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity (as defined in the *Interconnection Agreement*) to accommodate the requested Attachment; or,
 - (ii) Where an Attachment cannot be accommodated based upon non-discriminatorily applied consideration of safety, reliability, or engineering principles.
- (b) If the ASAC proposes to deny AT&T access to the requested Ameritech Structure, the ASAC will provide a detailed, written reason for denial within forty-five (45) days of the date of such request pursuant to the applicable *Interconnection Agreement*.
- (c) If additional information is discovered while performing AT&T's Make Ready work which would require the ASAC to deny AT&T access to its Structure, the ASAC will provide to AT&T a detailed, written reason for denial within five (5) business days of discovery.

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7.6 Access to Ducts and Conduit

- (d) If a denial is proposed to be made for any reason, Ameritech will offer to meet with AT&T and explore reasonable alternatives to accommodate the proposed attachment. The ASAC will schedule the meeting to take place within ten (10) business days of receipt of AT&T's written request for a meeting.

7.6.15 Cost Estimate - Ducts and Conduit

If it is determined from the records and Field Survey that access to ducts and conduit is possible by appropriate Make Ready Work, Ameritech will:

- (a) notify others parties of any proposed modification to ducts and conduit to which they are attached if a notification is required (see 7.15)
- (b) provide to AT&T an estimate of cost for the Make Ready Work (if other attached parties must be notified, the provision of the cost estimate will be delayed for at least the 60 days they have to reply)

7.6.16 Return of Billing Authorization

- (a) AT&T shall return a Billing Authorization to the ASAC to perform the necessary Make Ready Work within forty-five (45) days of receiving the Ameritech estimated cost for the proposed Make Ready Work from the ASAC. If AT&T has not returned the ASAC Billing Authorization to the ASAC within the forty-five (45) days, AT&T's request shall be considered expired. (See Priority Queue Process in Section 7.5)
- (b) The ASAC shall provide AT&T an estimated completion date, as defined in 7.6.20 below, within seven (7) days business days of receiving the Billing Authorization (for both routine and non-routine).
- (c) If Ameritech determines it will be unable to complete Make Ready work in accordance with standard intervals as defined in 7.6.20, Ameritech may suggest or AT&T may request that AT&T be allowed to have AT&T or AT&T's contractor perform certain work associated with Make Ready.

7.6.17 Definition of Ameritech Make Ready Work

Ameritech Make Ready Work, is any construction that is required to be performed by the Ameritech to prepare the Ameritech ducts and conduit for attachment or occupancy by AT&T. The following lists are not necessarily all-inclusive, but are indications of types of Make Ready work.

Routine Make Ready Work

- (a) verifying the integrity of the Ameritech conduit/innerduct (rodding).
- (b) placing innerduct
- (c) tagging innerduct assigned for AT&T use (AT&T to supply innerduct identification tags which must have (i) AT&T name, and (ii) space for a date)
- (d) placing innerduct couplers

Non-routine Make Ready Work

- (e) core boring manhole walls
- (f) repairing or clearing broken or blocked conduit
- (g) constructing additional conduit (includes placing innerduct and tagging)
- (h) rebuilding or replacing manholes

The following applies:

- (a) When AT&T is allowed to perform certain Make Ready work, all standards and conditions specified in section 7.9 will be followed.
- (b) AT&T will not be allowed to perform any Make Ready work that is required to be performed by Ameritech employees pursuant to Ameritech collective bargaining agreements, work rules and policies. If AT&T is denied the ability to perform certain Make Ready Work, Ameritech will address the reason for such denial on a case-by-case basis.

7.6.18 Force Majeure

Ameritech will not be responsible for any Make Ready Work delays due to pull tapes breaking and/or innerduct couplers failing, local conditions, inability to obtain permits or due to Force Majeure as defined in the Interconnection Agreement in Section 30.5.

7.6.19 Limitation on Ameritech Obligations

Ameritech is not required to construct ducts or conduit in locations where these items do not currently exist, in order to provide ducts, or conduit occupancy to AT&T. Upon request by AT&T, Ameritech may consider constructing such duct or conduit extensions. Ameritech is required to make the Ameritech-owned Right-of-Way available to AT&T to construct AT&T poles, conduits or ducts, or to bury AT&T's own cable as required in Section 16.1.1 of the *Interconnection Agreement*. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

7.6.20 Duct and Conduit Make Ready Intervals

Routine Make Ready Work

The standard interval for Routine Make Ready work (as defined in 7.6.16) for Ducts and Conduit that is to be performed by Ameritech is 25 business days for the first 10 manholes and an additional 2 business days for each additional 5 manholes. There will be no limits on engineering requests per office. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

The clock for the standard interval starts when the ASAC receives billing authorization (Form A-1). The clock stops when the ASAC issues an occupancy permit.

Non-Routine Make Ready Work

Because of the variable nature of Non-Routine Make Ready work, completion intervals will be negotiated after Field Survey work is complete. Ameritech will provide to AT&T an estimated completion interval for Non-Routine Make Ready work within seven (7) days of Ameritech receiving a completed Form A-1 from AT&T, if no other attaching parties must be notified.

All Make Ready Work

If the Make Ready work requires that other Attaching Parties be notified, the interval will be extended by an additional 60 days. If Ameritech is unable to complete Make Ready work in a reasonable time frame, AT&T may be allowed to perform certain Make Ready work in accordance with 7.6.15 and 7.6.16.

- (a) If a mutually agreed upon completion date cannot be reached, the Job Administration Management System (JAM)* coding will be applied to the scope of the work to determine the completion date. Once the completion date is established the work will start within 10 business days.

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7.6 Access to Ducts and Conduit

- (b) If Ameritech cannot meet AT&T's requested completion date, AT&T will have the option of performing the work to meet the requested completion date.

* (JAM) or other Ameritech mechanized interval scheduling system

7.6.21 Occupancy Permit

- (a) Within five (5) business days after notification of successful completion of all Make Ready Work associated with the Structure Request (including Make Ready Work by other attaching parties), Ameritech will issue an Occupancy Permit (Form C1) to AT&T.
- (b) In accordance with Section 16.15 of the Interconnection Agreement, the Occupancy Permit shall expire if AT&T has not placed and put into service its Attachments within one hundred eighty (180) days from the date AT&T receives Occupancy Permit. Conduit rental rates will apply during the one hundred and eighty (180) day period.

7.7 Access to Poles

"Poles" means poles owned and controlled in whole or in part by Ameritech.

7.7.1 Information Access - Poles

AT&T will be provided access to Ameritech Structure records for poles as defined in Section 7.3.

7.7.2 Definition of Available Pole Capacity

Available pole capacity is unoccupied but usable space on a pole, that complies with Section 7.9, AT&T Installation and Maintenance Standards of this document, excluding space which is subject to a pending request of another attaching party or is reserved for municipal government use. The availability of poles for attachments, and attachment types and practices, may depend upon the policies, practices, and contractual rights of parties, generally electric power companies, with whom Ameritech has joint use or joint ownership arrangements regarding such poles.

7.7.3 Limitations of Records

Ameritech pole maps and/or records provide information only on the existence of poles owned or controlled in whole or in part, by Ameritech, but do not contain information regarding available pole capacity. Available pole capacity can be determined only during a Field Survey.

7.7.4 Structure Access Request (Poles)

- (a) To request access to poles, AT&T shall submit:
 - (i) Forms P1 & P2 (poles)
 - (ii) The associated maps and written description for each request. AT&T shall include the number of, type, size location of the attachments it proposes to install on the Form P2.
- (b) The ASAC will enter AT&T's request into the Priority Queue. (See the process defined in Section 7.5 herein.)
- (c) AT&T may choose to perform the field survey, AT&T may request Ameritech to perform the field survey, or joint agreements between Ameritech and power companies may require Ameritech and AT&T to participate in a joint field survey.

7.7.5 Field Survey - Definition/Limitation

- (a) A Field Survey is a physical check of each pole to identify availability of space for attachments and any required Make Ready Work.

The field survey includes (where available):

- (i) availability of space for power supplies
- (ii) availability of space for cables
- (iii) availability of space for terminals
- (iv) availability of space for laterals
- (v) proper bonding and grounding

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7.7 Access to Poles

A Field Survey does not guarantee available pole capacity. Also, the Field Survey does not imply that the ASAC has approved pole attachments for AT&T. An Ameritech occupancy permit will indicate Ameritech's approval for pole attachment.

7.7.6 Field Survey by Ameritech - Poles

- (a) Where power company practices under applicable joint use or joint ownership agreements require Ameritech to perform the Field Survey, Ameritech will notify AT&T of such requirement within five (5) business days of AT&T's Structure Access request.
- (b) Ameritech will provide to AT&T the estimated cost for performing the Field Survey
- (c) AT&T will provide Billing Authorization (Form A1) for Ameritech to proceed with the Field Survey
- (d) Ameritech will complete the Field Survey in accordance with intervals as detailed in 7.7.8
- (e) AT&T, the Electric Company and all other parties with attachments may supply a representative.
- (f) Ameritech or a qualified contractor will inspect each pole to determine available capacity for an additional attachment.
- (g) Ameritech will notify AT&T within twenty four (24) hours prior to beginning the Field Survey if AT&T is to provide a representative

7.7.7 Field Survey Without Ameritech

Where AT&T may perform the survey without the accompaniment personnel, AT&T will be responsible for providing Ameritech with information on any Make Ready Work required for any existing party attached to the pole.

7.7.8 Pole Field Survey Intervals

The standard interval for Field Survey work for Poles that is to be performed by Ameritech is 25 business days for the first 25 poles and an additional 2 business days for each additional 25 poles. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

The clock for the standard interval starts when the ASAC receives properly completed (accurate and with all necessary details) Forms P-1 and P-2. The clock stops when the ASAC sends a Form A-1 to AT&T to notify of the estimated Make Ready work.

7.7.9 Denial of Access

Ameritech will determine if access to poles can be provided to AT&T as detailed in section 7.7.8.

7.7.10 Cost Estimate (Poles)

If it is determined from the Field Survey, that AT&T may have access to Ameritech Structure, the ASAC will:

- (a) notify other parties of proposed modifications to Structure to which they are attached if a notification is required (See section 7.15)
- (b) provide to AT&T an estimated cost for the Ameritech Make Ready Work.

7.7.11 Return of Billing Authorization

- (a) AT&T shall return a Billing Authorization (Form A-1) to the ASAC within forty-five (45) days of receiving the Ameritech estimated cost for proposed Ameritech Make Ready work. If AT&T has not returned the Billing Authorization to the ASAC within the forty-five (45) days, AT&T's request shall be considered expired.
- (b) The ASAC shall provide AT&T an estimated completion date, as defined in 7.7.16 below.
- (c) If Ameritech determines it will be unable to complete Make Ready work in accordance with standard intervals as defined in 7.7.8, Ameritech may suggest or AT&T may request that AT&T be allowed to have AT&T or AT&T's contractor perform certain work associated with Make Ready.

7.7.12 Definition of Ameritech Make Ready Work

Ameritech Make Ready Work:

- (a) is any work that is required to be performed by Ameritech to make poles ready for AT&T's attachment.
- (b) does not include any work regarding the facilities or attachments of other parties with attachment to the pole necessary to accommodate AT&T's attachment.

The following applies:

- (a) When AT&T is allowed to perform certain Make Ready work, all standards and conditions specified in section 7.9 will be followed.
- (b) AT&T will not be allowed to perform certain Make Ready Work that is required to be performed by Ameritech employees pursuant to Ameritech collective bargaining agreements, work rules and policies. If AT&T is denied the ability to perform certain Make Ready Work, Ameritech will address the reason for such denial on a case-by-case basis.

7.7.13 Force Majeure

Ameritech is not responsible for Make Ready Construction Work delays due to, local conditions, inability to obtain permits or Force Majeure as defined in the *Interconnection Agreement* in Section 30.5.

7.7.14 Limitation on Ameritech Obligations (Poles)

Ameritech is not required to construct or acquire additional poles in locations where Ameritech poles do not currently exist in order to provide pole attachments to AT&T. Upon request by AT&T, Ameritech may consider constructing or acquiring such additional poles. Ameritech is required to make Ameritech Right-of-Way available to AT&T to construct AT&T's own poles as defined in Articles 16.1.1 and 16.3.2 of the *Interconnection Agreement*.

7.7.15 Successful Completion of Make Ready Work

Successful completion of Ameritech Make Ready Work and that of other parties with attachments will determine pole space availability. The successful completion of Make Ready Work does not imply that Ameritech has approved pole attachments for AT&T. An Ameritech Occupancy Permit will indicate approval of the pole attachment.

7.7.16 Pole Make Ready Work Intervals

Because of the variable nature of Make Ready work, completion intervals will be negotiated after Field Survey work is complete. Ameritech will provide to AT&T an estimated completion interval for Make Ready work within seven (7) business days of Ameritech receiving completed Form A-1 from AT&T, if no other Attaching Parties must

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7.7 Access to Poles

be notified. If the Make Ready work requires that other Attaching Parties be notified, the interval will be extended by an additional 60 days.

7.7.17 Locations of Attachments

Possible locations for Attachments are:

- (a) "Overbuild Space" is defined herein as the location on the pole available for attachments a minimum of twelve inches (12") above the highest existing communications attachment and below the bottom of neutral space.
- (b) "Underbuild Space" defined herein as the location on the pole available for attachments a minimum of twelve inches (12") below the lowest existing communications attachment but adhering to the minimum NESC ground clearance requirements.
- (c) A "Standoff Bracket" used to add capacity and to attach an additional attachment on an existing pole.
- (d) Overlashing - is defined as attaching a cable to an existing AT&T cable

Use of Overbuild Space, Underbuild Space, a Standoff Bracket, or Overlashing may not be permitted on poles which Ameritech has a joint use or joint ownership agreement with a power company and may be dependent upon the power company policies and practices prohibiting such uses.

7.7.18 Selection of Pole Attachment Location

AT&T will recommend a location and Ameritech will select upon consideration of that recommendation the location of the poles for AT&T's attachments. The selection will be based on safety, reliability or general engineering principles and will be applied in a nondiscriminatory fashion.

7.7.19 Construction Guidelines

Once a pole attachment location is chosen for construction, it should be maintained throughout the area of construction if at all possible. Exceptions will be subject to review by the ASAC and denied only for safety, reliability or engineering principles.

7.7.20 Occupancy Permit

- (a) Within five (5) business days after notification of successful completion of all Ameritech Make Ready Work associated with the structure request (including Make Ready Work by other attaching parties), Ameritech will issue an Occupancy Permit (Form P1) to AT&T.
- (b) In accordance with Section 16.15 of the Interconnection Agreement, the Occupancy Permit shall expire if AT&T has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has issued the Occupancy Permit to AT&T. Pole rental rates will apply during the one hundred and eighty (180) day period.

7.8 Access to Rights of Way

"Ameritech Rights of Way" are rights of way owned or controlled by Ameritech as defined in the applicable Interconnection Agreement.

7.8.1 Structure Access Request (ROW)

- (a) To request access to Ameritech Rights of Way (ROW), AT&T will submit to the ASAC:
 - (i) an R1 form (attached hereto in Section 7-20, Exhibits)
 - (ii) a detailed drawing and description of the proposed ROW that is requested to be occupied
 - (iii) a print detailing the proposed location and nature of AT&T's attachments (buried cables, terminals, equipment nodes sites, controlled environmental vaults, etc.).
 - (iv) a deposit as calculated on the R1 form.
- (b) The ASAC will enter AT&T's request into the Priority Queue. [See the Priority Queue process defined in Section 7.5 herein.]
- (c) If AT&T requests access to Ameritech ROW where Ameritech has not existing ROW, Ameritech shall not be required to acquire new ROW.

7.8.2 Records Review

Within ten (10) business days of the Structure Access Request to access ROW, Ameritech will perform an internal Ameritech ROW records review. The ROW records review will not determine space availability. Space availability for ROW can only be determined by performing a Field Survey.

7.8.3 Field Survey

- (a) the ASAC shall notify AT&T.
- (b) If needed, AT&T may perform a Field Survey or request the ASAC to arrange for Field Survey to be scheduled within seven (7) business days of receiving the Billing Authorization from AT&T.
- (c) If AT&T performs the Field Survey, AT&T will arrange for the location of all existing subsurface facilities in the requested Ameritech ROW.
- (d) During the Field Survey, any necessary Make Ready Work will be identified
- (e) AT&T will select the location within the rights-of-way for its attachment or the occupancy of the right-of-way subject to approval by the ASAC. Approval will be denied only for safety, reliability or general engineering principles

7.8.4 Denial of Access

Ameritech will determine if access to ROW can be provided to AT&T and provide notification as detailed in Section 7.6.13.

7 STRUCTURES

7.8 Access to Rights of Way

7.8.5 Make Ready Work

- (a) If it is determined from the Field Survey that AT&T may have access to Ameritech ROW, the ASAC will provide an estimate cost for the Make Ready Work to AT&T to form A1.
- (b) AT&T shall return the Billing Authorization (Form A1) to the ASAC within forty-five (45) days of receiving the Ameritech estimated cost proposed Make Ready Work. If AT&T has not returned the Billing Authorization to the ASAC within the forty-five (45) days, AT&T's request shall be considered expired and AT&T will lose its position in the Priority Queue if there are other attaching parties in the Priority Queue. (See Process for Priority Queue defined in Section 7.5 herein.)
- (c) Ameritech shall provide AT&T a due date by which the ROW Make Ready Work shall be completed within seven (7) business days of receiving the AT&T Billing Authorization

7.8.6 Occupancy Permit

- (a) Within five (5) business days after successful completion of all Make Ready Work, Ameritech will issue an Occupancy Permit (Form R1) to AT&T.
- (b) In accordance with Section 16.15 of the Interconnection Agreement, the Occupancy Permit shall expire if AT&T has not placed and put into service its Attachments within one hundred eighty (180) days from the date AT&T has received the Occupancy Permit from Ameritech.

7.9 AT&T Installation and Maintenance Standards

7.9.1 General

AT&T workers or contractors may have occasion to work in, on or near Ameritech Structure in various circumstances:

- (a) When installing or maintaining AT&T facilities
- (b) Performing Field Survey work per sections 7.6.8, 7.7.7, or 7.8.3
- (c) Performing Make Ready work per sections 7.6.16, 7.7.12 or 7.8.5

In all cases :

- (a) Ameritech must have a designated representative on the job whenever AT&T or its contractors are working in ducts and conduit
- (b) When AT&T is going to perform installation, Field Survey, Make Ready, or routine maintenance work, Ameritech must be notified 5 business days in advance of AT&T's start date to provide a representative.
- (c) AT&T is responsible for all actions of AT&T workers or contractors
- (d) AT&T workers or contractors must be fully trained and it is AT&T's responsibility to insure they follow all applicable safety rules and construction standards as listed below.
- (e) AT&T will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by AT&T and its contractors and agents. "Hazardous Substances" includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.
- (f) When AT&T is allowed to perform Field Survey or Make Ready work, AT&T may subcontract the work with contractors approved by Ameritech. Approval of such subcontractors by Ameritech shall be based on the same criteria it uses in approving contractors for its own purposes.
- (g) The Ameritech representative shall have full authority, but not responsibility, to stop any work operations that do not conform to the applicable rules and standards
- (h) AT&T shall be responsible to obtain any and all work or construction permits necessary to perform work they will perform

7.9.2 Safety

While working on or in Ameritech Structure, all AT&T employees, agents, contractors and representatives must abide by the rules and regulations of the Occupational Safety and Health Act (OSHA) and any governing authority having jurisdiction over the subject matter. AT&T shall be responsible to insure its workers abide by all safety rules, and the Ameritech Representative assigned to the job shall have authority, but not the responsibility, to enforce all safety rules.

The following list, which is not all inclusive, highlights some specifics:

- (a) All workers must wear appropriate attire whenever doing work in or near Ameritech manholes to include safety vests, hard hats, etc.
- (b) All manholes must undergo air monitoring and proper ventilation before and during manhole entries
- (c) Manhole guards must be present at all times while the manhole is open

7 STRUCTURES

7.9 AT&T Installation and Maintenance Standards

- (d) No smoking is allowed within the vicinity of an open manhole
- (e) No open torches are allowed inside or near a manhole
- (f) All governmental rules and regulations for traffic control are to be followed
- (g) Water must be pumped in a manner to minimize its effect on traffic. Always pump to the nearest drain, and salt should be placed where water touches pavement during freezing temperatures

7.9.3 Protection of Existing Cable Facilities

Whenever working in or near Ameritech Structure, all workers are to take all necessary precautions to prevent any damage to any existing cable facilities that are already attached to the Structure. Some common precautions to take are:

- (a) Workers shall not step/stand on any communications facilities
- (b) Workers shall carry their own ladder (12 to 16) feet is often appropriate for instances where none is available in the manhole
- (c) AT&T will work only on Structure assigned to AT&T.
- (d) When any innerduct is opened, it should not be assumed the innerduct is vacant. It must be opened carefully in such a manner to insure any potential cable inside is not damaged in the process.
- (e) Should workers encounter air leaks, missing / broken ladders, or other inappropriate manhole situations, these items shall be communicated to the Ameritech Representative immediately.
- (f) If damage to another party's facilities should occur, the owner of the facility and the Ameritech representative are to be immediately notified and all possible arrangements made to allow the facility to be repaired as soon as possible. The party causing the damage will be responsible for all costs to repair the facility.

7.9.4 Installation Standards

AT&T's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the:

National Electrical Code (NEC)

National Electrical Safety Code (NESC),

Bellcore - Blue Book, Manual of Construction Procedures, (SR-1421, Dec., 1996, Iss. 2)

(call Bellcore Customer Service - (800)521-2673 to order Blue Book)

7.10 AT&T Attachment Placement - Conduit

7.10.1 Occupancy Permit Requirement

AT&T may occupy Ameritech conduit, ducts, innerducts only after obtaining an approved Conduit Occupancy Permit (Form C1) from the ASAC.

7.10.2 Placement of Attachment Due Date

After all Make Ready and Work has been completed and AT&T has received an occupancy permit for each attachment, AT&T has one hundred and eighty (180) days to complete placement of its attachments in the conduit/innerduct. If placement is not completed within one hundred and eighty (180) days the Permit will expire. Conduit rental rates will apply during the one hundred and eighty (180) day period.

7.10.3 Ameritech Job Site Representation

An Ameritech representative must be on the job site when AT&T is placing or removing its attachments, in Ameritech's conduit structure. Ameritech must be given a five (5) business day notice in order to provide a representative (at AT&T's expense) on site by AT&T's construction start date. All reasonable and actual charges will be billed to AT&T. Ameritech will provide a rate sheet to AT&T upon AT&T's request.

7.10.4 Additional Requirement for AT&T

AT&T must maintain its attachments in accordance with Section 7.9 AT&T Installation and Maintenance Standards of this document.

7.10.5 Assignment Location

The Ameritech representative will specify in a "first come-first served" nondiscriminatory manner, the assignment location of the conduit/innerduct to be occupied by AT&T.

7.10.6 Modification

Any modification, other than routine maintenance, of AT&T's attachments will require a new Occupancy Permit.

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7.10 AT&T Attachment Placement - Conduit

7.11 AT&T Attachment Placement - Poles

AT&T shall obtain an approved Occupancy Permit (Form P1) from the ASAC before placing its attachments on Ameritech poles.

7.11.1 Placement of Attachment Due Date

After all Make Ready Work has been completed and AT&T has received the Occupancy permit in AT&T has one hundred and eighty (180) days to complete placement of its attachments on the poles. If placement is not made within one hundred and eighty (180) days the Permit will expire. Pole rental rates will apply during the one hundred and eighty (180) days period.

7.11.2 Additional Requirement for AT&T

AT&T:

- (a) may place only those attachments approved in the Occupancy Permit.
- (b) must maintain its attachments in accordance with Section 7.9 AT&T Installation and Maintenance Standards of this document.

7.11.3 Attachment Location

The ASAC with input of AT&T, will assign in a nondiscriminatory fashion , the attachment location on the pole .

7.11.4 Modifications

Any modification of the attachment, other than routine maintenance, of the attachment will require a new Occupancy Permit.

7.11.5 Service Wire, Splice and Terminal Mounting

AT&T's service wires, splices, and terminals must be strand-mounted. Service wire attachments do not require an Occupancy Permit.

Ameritech will consider a request from AT&T to mount terminals on Ameritech poles in a non-discriminatory manner with other attaching parties.

7 STRUCTURES

7.11 AT&T Attachment Placement - Poles

7.12 Maintenance

7.12.1 Maintenance of Conduit

(a) AT&T will be allowed to enter an Ameritech Structure with an Ameritech representative present, after providing forty-eight (48) hours written notification to Ameritech, for scheduling purposes (facsimiles are acceptable), which includes:

- (i) manholes to be entered and locations of each manhole
- (ii) nature of the proposed work
- (iii) and time required for proposed work

(b) All reasonable and actual charges for the Ameritech representative will be billed to AT&T. Ameritech will provide a rate sheet to AT&T upon AT&T's request.

7.12.2 Poles

AT&T may place (after obtaining an occupancy permit), remove and maintain its pole attachments without the Ameritech Representative present, however, AT&T must notify the ASAC prior to entering any structure.

7.12.3 Disaster Recovery - Structures (Fiber, Conduit, Manholes, Pole Attachments, etc.)

For more detailed information on Disaster Recovery see Section 2, General, of this document.

For additional information on Structures, the following is included:

The way in which cable and fiber facility restoration activity is prioritized has been by the utilization of the TSP (Telecommunication Service Priority) system. This system was put in place by the 1988 Presidential Executive Order establishing the TSP system. The TSP system is in effect and used for restoration, and will be used in all cases where it applies. TSP services will not pre-empt any Telecommunication Carriers circuits and services required to maintain, monitor, or control, the public switched network (PSN), its facilities, or other vital assets such as order wires, monitoring and control channels. These circuits and services are the only ones which receive higher priority treatment than TSP. Ameritech will in good faith accommodate all involved TC's personnel in simultaneous restorations of out of service circuits. Many activities to restore critical services will occur simultaneously. However, if simultaneous restoration cannot be accommodated the following priority/ranking sequence for access to facilities requiring restoration will be followed:

The TSP system uses the following 10 priorities:

- 1st** Restoration of official services which are vital to the ability of the Telecommunication Carrier to respond to the emergency.
- 2nd** Restoration of essential NSEP services identified with a TSP restoration code of 1.
- 3rd** Restoration of emergency NSEP services identified with a TSP restoration code of "E".
- 4th** Restoration of essential NSEP services identified with a TSP restoration code of 2, 3, 4, and 5; in order.
- 5th** Services without TSP which are considered to be essential, including federal, state, and local government circuits, police, fire, hospital.
- 6th** Interoffice services for communities which are isolated.
- 7th** Services for customers highly dependent on telecommunication.
- 8th** Other Business services.

7 STRUCTURES

7.12 Maintenance

- 9th** Residential services.
- 10th** Unassigned Circuits.

The restoration process that will be followed once Ameritech or AT&T or another TC is that the first group to arrive on site should use the following damage site assessment sequence for all cases:

- (a) Assess the extent of damage.
- (b) Determine required work groups.
- (c) Determine tools and materials.
- (d) Ascertain damaging party information, as indicated on Ameritech's form 1140, including photographs if possible.
- (e) Document any other pertinent information.
- (f) Ameritech form 1140 must be submitted to the Ameritech Claims Organization within 48 hours of occurrence.
- (g) Protect the Public as appropriate.

Once the above facts are gathered, repairs on the cable should begin. Critical situations may require restorations to start prior to all details being gathered.

The method of restoration will be determined by the most practical way to restore all of the involved cables. Generally, in a conduit system, for example, the fibers or cable at the bottom of the group will be restored first. This is a common practice. However, the technicians on site during the assessment phase will be in the best position to determine the MOP (method of procedures) to be followed for restoration.

In all cases, equal access will be provided to Ameritech, AT&T and any other TCs whose cables are involved in any restoration activity.

Any parties causing damage will be responsible for all restoration costs. Restoration will be completed according to the TSP priorities, if appropriate.

7.13 Unauthorized Attachments

7.13.1 Unauthorized Attachments

If any of AT&T's communications facilities shall be found attached to Ameritech's poles or in Ameritech's ducts or conduits for which no Occupancy Permit was issued, Ameritech will provide notice to AT&T in writing and AT&T must correct such noncompliance within ninety (90) days of receipt of such notice.

7.13.2 Determination of Applicable Charges

See Issues in Dispute, 7-1 - Structure Modification, as it relates to Unauthorized Attachments

7.13.3 No Ratification or Waiver

No act or failure to act by Ameritech with regard to said unauthorized use shall be deemed as a ratification or the permitting of the unauthorized use; and if any permit should be subsequently issued, said permit shall not operate retroactively or constitute a waiver by Ameritech of any of its rights or privileges under this Agreement or otherwise; provided, however, that AT&T shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.

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7.13 Unauthorized Attachments

7.14 Fees

7.14.1 Cost Recovery

AT&T will reimburse Ameritech for all costs associated with Information Access, Field Survey, Make Ready and Inspection work. Charges will be billed either on an actual cost basis or a fixed charge basis as agreed upon by Ameritech and AT&T.

7.14.2 Ameritech Cost Estimate

Ameritech personnel will estimate the cost to perform any Ameritech Structure Records preparation work, Field Survey, and/or Make Ready Work required to process AT&T's access request. These estimates shall include the engineering time, construction time, contractor cost, material cost and overheads and loadings. AT&T must submit a Billing Authorization prior to the ASAC initiation of any map preparation, Engineering Field Survey or Make Ready Work.

7.14.3 Attachment Rental Fees

In addition to the above, AT&T shall pay any applicable attachment rental fees per the Interconnection Agreement.

7.14.4 Structure Bill True-Up

- (a) If billing is a fixed charge, any extras to the original estimate due to requests from AT&T or unforeseen circumstances will be approved by AT&T before they are added to the bill.
- (b) If billing is initiated on an actual cost basis, a deposit will normally be required. Therefore, if the deposit exceeds the actual charges, AT&T will be refunded the difference at job completion. If the actual charges exceed the deposit, AT&T will be billed the difference.
- (c) If there are questions on any bills, AT&T will send written questions to the ASAC. The ASAC will coordinate with the Ameritech departments involved to provide answers to AT&T to resolve the issues.

7 STRUCTURES
7.14 Fees

7.15 Modifications Which Add Capacity to Structure

Part of the Make Ready pursuant to a Structure Access Request, may include modifications to Ameritech's Structure which add capacity to the Structure. All terms surrounding Modification work apply equally to all attaching parties including Ameritech. Refer to Issue in Dispute 7-1, Modifications Cost Recovery.

7.15.1 Notification of a Modifications

If a Structure Access Request results in Ameritech making modifications that add capacity to Ameritech Structure, pursuant to the applicable Interconnection Agreement:

- (a) Ameritech shall notify, in writing, all parties who are currently attached to the structure.
- (b) Except with respect to modifications involving the adding of innerduct, these parties will have sixty (60) days to indicate if they wish to participate in the modification. With respect to modifications involving the adding of innerduct, these parties will have forty-five (45) days to indicate if they wish to participate in the modification.

7 STRUCTURES

7.15 Modifications Which Add Capacity to Structure

7.16 Limitations on Structure Access Requests

The availability of Ameritech's Structure per AT&T's attachments is subject to Articles 16.1 and 16.3 of the *Interconnection Agreement*.

7.16.1 Timing of Requests

Requests received after 12:00 p.m. noon, Eastern time will be considered received the following business day for purposes of the Queue Priority.

7.16.2 Limitations of Estimated Intervals

The standard estimated intervals contained herein are based on normal Ameritech work loads and do *not* apply to acts of governmental agencies, strikes and labor action, or Force Majeure as defined in the Interconnection Agreement in Section 30.5.

7.16.3 Limitation of Scope

There will be no limits on engineering requests per office. Intervals will be adjusted due the changes in requests or delays caused by AT&T.

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7.16 Limitations on Structure Access Requests

7.17 Additional Structure Planning

7.17.1 Meeting to Review Growth Forecast

At the reasonable request of AT&T, the ASAC will meet with AT&T to review a two (2) year forecast of growth requirements for attachments to Ameritech Structure.

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7.17 Additional Structure Planning

7.18 Points of Contact

All questions and concerns regarding Structure should be directed to the following contacts:

Table 7-1. AT&T/Ameritech Contact List

AT&T	Ameritech
Charles Warfield Chicago Regional Route Planning Manager Room 20NR3 227 W. Monroe Chicago, IL 60606 phone (312) 230-4077 fax (312) 230-8219 pager 1-800-258-0000 pin 288-5768	Sam Hall Ameritech Structure Leasing Coordinator 23500 Northwestern Highway Room E230 Southfield, MI 48075 phone (248) 424-0116 fax (248) 424-0111 [All states]
Jim Balmer Chicago Regional Construction and Engineering Manager Room 20NR2 227 W. Monroe Chicago, IL 60606 phone (312) 230-4078 fax (312) 230-8219 pager 1-800-258-0000 pin 288-3073	ASAC Manager Galen Hawken 23500 Northwestern Highway Room E230 Southfield, MI 48075 phone: (248) 424-1370 fax: (248) 424-0111
William Massani Chicago Regional Local Loop Planning Manager Floor 20 227 W. Monroe Chicago, IL 60606 phone (312) 230-2478 fax (312) 230-8636 pager 1-800-258-0000 pin 288-3070	Gerry Agnew Manager - Structure Access/ROW N17 W24300 Riverwood Drive Floor 3 Waukesha, WI 53188 phone (414) 523-7016 fax (414) 523-7016 pager: (414) 557-5366
John Fisk Midwest Outside Plant Engineering and Construction District Manager Floor 20 227 W. Monroe Chicago, IL 60606 phone (312) 230-4100 fax (312) 230-8219 pager 1-800-258-0000 pin 288-5767	
Maintenance Supervisors AT&T - email: isnm@att.com voice: 800-NOC-WEST	

7 STRUCTURES
7.18 Points of Contact

7.19 Performance Standards

See Plan-for-Plan 7-1, "Performance Standards" and Plan-for-Plan 7-2, "Comparable Treatment" in the overview at the beginning of this section.

7 STRUCTURES

7.19 Performance Standards

7.20 Exhibits

Responsibility

Forms used by Ameritech Structure Access Center as a means to communicate between Ameritech and AT&T, will be developed and maintained by Ameritech.

Table 7-2. Ameritech Structure Access Forms

The following is a current list of forms to be used.	
RC-1	Information Access Request - Structure Records
C-1	Structure Access Request - Ducts and Conduit
C-1 Actual	Structure Access Request - Poles
C-2	Conduit Data Sheet
C-2-1	Conduit Data Sheet (Continuation of C-2)
P-1	Structure Access Request - Poles
P-1 Actual	Structure Access Request - Poles
P-2	Pole Data Sheet
P-2-1	Pole Data Sheet - (Continuation of P-2)
A-1	Estimate for Make Ready Work/Billing Authorization
A-1 Actual	Estimate for Make Ready Work/Billing Authorization
R-1	Structure Access Request - Rights-of-Way
R-2	Rights-of-Way Data Sheet
R-2-1	Rights-of-Way Data Sheet - (Continuation of R-2)
RC-1	Information Access Request - Structure Records
N-1	Notice of Proposed Modification to Structure
N-2	Notice of Proposed Attachment to Structure
N-3	Notice of Vested Interest in Structure
Forms will be added or modified as required	

7 STRUCTURES
7.20 Exhibits

ARTICLE XVII
INTERCEPT/REFERRAL ANNOUNCEMENT

17.0 Intercept/Referral Announcement.

17.1 Intercept Announcement. When a Customer changes its service provider from SBC-AMERITECH to AT&T, from AT&T to SBC-AMERITECH, or from AT&T to a CLEC and does not retain its original telephone number, the Party formerly providing the switching functionality for the Customer's abandoned line shall provide an intercept announcement ("**Intercept Announcement**") on the abandoned telephone number which provides details on the Customer's change in number. When a customer changes local service from SBC-AMERITECH to AT&T and an Intercept Announcement is needed, AT&T may, at its discretion, order the Intercept Announcement from SBC-AMERITECH on behalf of the Customer. When a customer leaves AT&T where AT&T was providing service to the customer through unbundled local switching from SBC-AMERITECH, SBC-AMERITECH may not preclude AT&T from ordering the Intercept Announcement on behalf of the Customer and shall accept the request for an Intercept Announcement directly from AT&T.

Intercept Announcements shall be provided reciprocally, free of charge to both the other Party and the Customer, in the same manner as each Party provides the service for its own retail end users. Notwithstanding the above, a Party shall provide Intercept Announcements for a period different (either shorter or longer) than the above respective periods if such change is necessary in order to comply with applicable regulatory requirements.

SBC-AMERITECH will provide an Intercept Announcement pursuant to this section whenever a Customer switches local service from a CLEC to AT&T, and SBC-AMERITECH was providing the switching functionality on the line abandoned by the former CLEC Customer. SBC-AMERITECH will provide AT&T's Customers with the same Intercept Announcement options that SBC-AMERITECH offers to its own retail customers.

ARTICLE XVIII
JOINT OPERATIONAL TEAMS

18.0 Joint Operational Teams.

18.1 Joint Operational Teams. Upon the request of either Party hereto, the Parties shall promptly form joint operational teams as needed to develop the procedures, guidelines, specifications and standards necessary for the provision of services under this Agreement and for the specific implementation of each Party's obligations hereunder. Once a joint operational team is established, each Party's representatives to the team will work in good faith to resolve identified implementation issues as quickly as possible. Agreements reached by such operational teams shall be documented, unless otherwise mutually agreed upon by the Parties.

The Parties agree that any necessary operational process included in the companies' former Implementation Plan that is not addressed in this Agreement may, upon mutual agreement of the Parties, be defined and documented by an inter-company joint operational team, pursuant to the procedure established by this Article XVIII.

ARTICLE XIX
GENERAL RESPONSIBILITIES OF THE PARTIES

19.0 General Responsibilities of the Parties.

19.1 Intentionally left blank.

19.2 Compliance with Applicable Law and Certification. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees (collectively, "**Applicable Law**") that relate to its obligations under this Agreement.

19.2.1 Each Party agrees to obtain all necessary state certification prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement.

19.2.2 Non-Contravention of Laws. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

19.3 Necessary Approvals. 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 persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

19.4 Hazardous Substances. 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: (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and (ii) listed by any governmental agency as a hazardous substance.

19.4.1 AT&T shall in no event be liable to SBC-AMERITECH for any costs whatsoever resulting from the presence or release of any **Hazardous Substances** that AT&T did not introduce to the affected work location. SBC- AMERITECH shall indemnify, defend (at AT&T's request) and hold harmless AT&T, 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 **Hazardous Substances** that SBC-AMERITECH, its contractors or agents introduce to the work locations, or (ii) the presence or release of any **Hazardous**

Substances for which SBC-AMERITECH is responsible under Applicable Law.

19.4.2 SBC-AMERITECH shall in no event be liable to AT&T for any costs whatsoever resulting from the presence or release of any **Hazardous Substances** that SBC-AMERITECH did not introduce to the affected work location. AT&T shall indemnify, defend (at SBC-AMERITECH's request) and hold harmless SBC-AMERITECH, 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 **Hazardous Substances** that AT&T, its contractors or agents introduce to the work locations, or (ii) the presence or release of any **Hazardous Substances** for which AT&T is responsible under Applicable Law.

19.5 Forecasting Requirements.

19.5.1 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 Customers in their respective designated service areas.

19.5.2 Forecasting Responsibilities

19.5.2.1 AT&T agrees to provide an initial forecast for establishing the initial Interconnection facilities. SBC-AMERITECH shall review this forecast and if it has any additional information that will change the forecast shall provide this information to AT&T. Subsequent forecasts shall be exchanged 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 SBC-AMERITECH General Trunk Forecast. This forecast from both Parties should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. 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. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

19.5.2.2 The semi-annual forecasts shall include:

19.5.2.2.1 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

19.5.2.2.2 A description of major network projects

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anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1s or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

19.5.2.2.3 The Parties shall meet to discuss the mutual forecasts 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.

19.5.2.3 SBC-AMERITECH shall be responsible for forecasting and servicing the one way trunk groups terminating to AT&T and AT&T shall be responsible for forecasting and servicing the one way trunk groups terminating to SBC-AMERITECH, unless otherwise specified in this Article. 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.

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

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

19.6 Certain Network Facilities. Each Party is individually responsible to provide facilities within its network which 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 using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Section 19.5. 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.

19.7 Network Harm. Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that materially interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, materially impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment. Upon such occurrence either Party may discontinue or refuse service, but only to the extent necessary to respond to such emergency.

19.8 Insurance. 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:

19.8.1 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.

19.8.2 Commercial General Liability insurance with minimum limits of: \$5,000,000 General Aggregate limit; \$2,500,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$2,500,000 each occurrence sub-limit for Personal Injury and Advertising; \$5,000,000 Products/Completed Operations Aggregate limit, with a \$2,500,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,500,000 are also required if this Agreement involves collocation. Each Party must be named as an Additional Insured on the other Party's Commercial General Liability policy, but only with respect to liability arising from the respective parties' operations for which they have assumed responsibility herein.

19.8.3 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. Each policy shall contain a waiver of subrogation with respect to property damage, only, in favor of the other Party.

19.8.4 Each Party shall require subcontractors providing services under this Agreement to maintain reasonable types and amounts of insurance coverage. Each Party shall inform the other Party of those requirements upon request. If either Party believes the other Party's required amounts are commercially inadequate, either Party may submit the dispute to Dispute Resolution under Section 28.3 of this Agreement.

19.8.5 Except as respects either Party's captive insurance company, the Parties agree that companies affording the insurance coverages required under Article XIX shall have a rating of A- 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. Both at the time of execution of this Agreement and prior to the expiration of any insurance policy required herein, each Party shall provide to the other Party a certificate of insurance evidencing such insurance coverage. To the extent that one Party is afforded coverage under an insurance policy of the other Party, the other Party's insurance policy shall be primary and non-contributory. Each party agrees to provide the other with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein. At any time that a Party relies on