LARGE FILING SEPARATOR SHEET

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1 INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which Ameritech-Ohio will coordinate with MCIm with respect to NXX assignments.

2 GENERAL TERMS AND CONDITIONS

2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

2.2 At a minimum, in those Metropolitan Exchange Areas where MCIm is properly certified by the appropriate regulatory body and intends to provide local exchange service, MCIm shall obtain a separate NXX code for each Ameritech-Ohio Rate Center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable MCIm and Ameritech-Ohio to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes. Where pooling is done, MCIm will obtain blocks of numbers in thousand increments rather than a full NXX for rate areas served by MCIm.

2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is limited to Rate Center/Rate District boundaries of the incumbent LEC due to rating and routing concerns.

2.4 Each Party is responsible to test, load, program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' end user customers of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 NXX reassignment/migration is permissible upon agreement of the Parties. Upon request by either Party to migrate an NXX, the Parties will determine the reassignment/migration process and any applicable charges. In a pooling environment, LNP will be the migration method pursuant to number pooling guidelines.

2.8 Test Numbers

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

2.9 Where MCIm has obtained its own NXX, but has purchased Ameritech-Ohio's Network Elements, Ameritech-Ohio shall install the MCIm NXX in Ameritech-Ohio's switch according to the appropriate number administration functions.

2.10 Ameritech-Ohio shall accept MCIm orders for specific numbers and block numbers.

OPERATOR SERVICES

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1 INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by Ameritech-Ohio to MCIm.

2 SERVICES

2.1 General

2.1.1 Ameritech-Ohio shall ensure that MCIm's end user customers have the capability to dial the same telephone numbers to access Ameritech-Ohio's Operator Service that Ameritech-Ohio's end user customers dial to access Ameritech-Ohio's Operator Service.

2.1.2 Intentionally Omitted.

2.2 Operator Services

2.2.1 If Customized Routing is not provided and MCIm requests Operator Services, Ameritech-Ohio shall provide nondiscriminatory access to all of its Operator Services, including, but not limited to, the following Operator Service capabilities:

2.2.1.1 Ameritech-Ohio shall complete 0+ and 0- dialed local calls.

2.2.1.2 Ameritech-Ohio shall complete 0+ intraLATA toll calls.

2.2.1.3 Ameritech-Ohio shall complete calls that are billed to a calling card and MCIm shall designate the acceptable types of special billing.

2.2.1.4 Ameritech-Ohio shall complete person-to-person calls.

2.2.1.5 Ameritech-Ohio shall complete collect calls.

2.2.1.6 Ameritech-Ohio shall provide the capability for callers to bill to a third party and shall complete such calls.

2.2.1.7 Ameritech-Ohio shall complete station-to-station calls.

2.2.1.8 Ameritech-Ohio shall process BLV/BLVI requests.

2.2.1.9 Ameritech-Ohio shall process emergency call trace.

2.2.1.10 Ameritech-Ohio shall process operator-assisted Directory Assistance calls.

2.2.1.11 Ameritech-Ohio shall route 0- local traffic directly to a "live" operator team.

2.2.1.12 Ameritech-Ohio shall provide caller assistance for the disabled to MCIm in the same manner as provided to disabled Ameritech-Ohio customers.

2.2.1.13 Where technically feasible, Ameritech-Ohio shall provide operator-assisted conference calling.

2.2.1.14 When requested by MCIm's end user customer, Ameritech-Ohio shall provide billing credit on Operator Services calls (e.g., without limitation, misdialed or misdirected calls) in the same manner as provided to Ameritech-Ohio customers.

2.2.1.15 All Operator Services shall, at a minimum, comply with industry standards.

2.2.2 Ameritech-Ohio shall make available such service enhancements on a nondiscriminatory basis as soon as such enhancements are available to Ameritech-Ohio, its affiliate and all other CLECs. Ameritech-Ohio shall communicate official information to MCIm via its accessible letter notification process. This process covers a variety of subjects, including updates on products/services promotions, deployment of new products/services, modification and price changes to existing products/services, cancellation or retirement of existing products/services and operational issues.

2.2.3 Ameritech-Ohio shall provide MCIm with Operator Services equal in quality to those which it provides to other CLECs and itself. Service quality must comply with all federal, state and local requirements, and must be at Parity.

2.2.4 MCIm will furnish to Ameritech-Ohio a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken. MCIm will provide Ameritech-Ohio updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective. Ameritech-Ohio shall adequately staff its operator work force.

2.2.5 Intentionally Omitted.

2.2.6 Ameritech-Ohio shall direct customer inquiries to the customer service center designated by MCIm.

2.3 Where technically feasible, Ameritech-Ohio will provide the following OS:

2.3.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an Ameritech-Ohio operator, hereafter called "Operator.

2.3.1.1 Ameritech-Ohio - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

2.3.1.2 Intentionally Omitted.

2.3.2 Operator-Assisted Call Processing

2.3.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

2.4 Operator Assisted Calls to Directory Assistance ("OADA")

2.4.1 OADA refers to the situation in which a calling party dials "0" and asks the operator for Directory Assistance and is automatically transferred to a Directory

Assistance operator. Ameritech-Ohio will offer OADA to calling parties on a nondiscriminatory basis.

3 DEFINITIONS

3.1 Fully Automated Call Processing - Where technically feasible, Ameritech-Ohio can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service

3.1.1.1 Ameritech-Ohio -This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System

3.1.2.1 Ameritech-Ohio - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.2 Operator-Assisted Call Processing - Where technically feasible, Ameritech-Ohio will support the following Operator-assisted call types for MCIm:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which Ameritech-Ohio can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the Party previously specified.

3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

3.2.5 Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the Parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no

conversation is in progress at the time of the interrupt attempt, or when the Parties interrupted refuse to terminate the conversation in progress.

3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

3.2.8 General Assistance. A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

4 CALL BRANDING

4.1 Where not technically feasible or where MCIm does not request branding, such calls will be unbranded. Where technically feasible and/or available, Ameritech-Ohio will brand OS at MCIm's request based upon the criteria outlined.

4.1.1 Where Ameritech-Ohio provides MCIm Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand at MCIm's request. Where Ameritech-Ohio is only providing OS on behalf of MCIm, the calls will be branded at MCIm's request. When the same trunk group is used to provide OS and DA services to MCIm, calls will be branded at MCIm's request with the same brand. There may be separate brands where separate trunk groups are utilized.

4.1.2 Multiple Brands

4.1.2.1 Ameritech-Ohio can support multiple brands on a single trunk group for a facilities-based CLEC. All end user customer records for all carriers utilizing the same trunk group are maintained in Ameritech-Ohio's LIDB.

4.1.3 Branding Load Charges

4.1.3.1 An initial non-recurring charge applies per brand, per load per Operator assistance switch, for the establishment of MCIm specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch for each subsequent change to the branding announcement.

5 OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

5.1 If MCIm elects to use OS services where technically feasible and/or available, Ameritech-Ohio will provide MCIm OS Rate/Reference Information, based upon the criteria outlined below:

5.1.1 MCIm will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

5.1.2 MCIm will inform Ameritech-Ohio, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. MCIm acknowledges that it is responsible to provide Ameritech-Ohio updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of MCIm's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Services Rate or Reference Information subject to the requirements herein.

5.2 When an Ameritech-Ohio Operator receives a rate request from an MCIm end user customer, Ameritech-Ohio will quote the applicable OS rates as provided by MCIm.

6 INTENTIONALLY OMITTED

7 HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent MCIm's NXX encompasses multiple emergency agencies, Ameritech-Ohio agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. MCIm must provide Ameritech-Ohio with the correct information to enable the transfer as required by the OSQ. MCIm will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, Ameritech-Ohio will attempt to reach the appropriate operator if the network facilities for Inward Assistance exist.

8 RESPONSIBILITIES OF THE PARTIES

8.1 * MCIm agrees that due to quality of service and work force schedule issues, Ameritech-Ohio will be the sole provider of OS for MCIm's local serving area(s). In the event that MCIm wishes to customize route its OS traffic to its Feature Group D trunks and such routing is not technically feasible in any portion of Ameritech-Ohio's network, the requirements of this Section 8.1 shall apply only to that traffic that cannot be routed to MCIm's Feature Group D trunks.

8.2 MCIm will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each Ameritech-Ohio Operator assistance switch. Should MCIm seek to obtain Interexchange OS from Ameritech-Ohio, MCIm is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating Interexchange traffic.

8.2.1 Intentionally Omitted.

8.3 MCIm understands and acknowledges that before live traffic can be passed, MCIm is responsible for obtaining and providing to Ameritech-Ohio, default emergency agency numbers.

9 METHODS AND PRACTICES

9.1 Ameritech-Ohio will provide OS to MCIm's end user customers in accordance with Ameritech-Ohio OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10 PRICING

10.1 The prices at which Ameritech-Ohio agrees to provide MCIm with OS are contained in the applicable Appendix Pricing.

11 MONTHLY BILLING

11.1 Ameritech-Ohio will accumulate and provide MCIm such data as necessary for MCIm to bill its end user customers.

12 INDEMNIFICATION

12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including any claims arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call Ameritech-Ohio's Operator Services.

13 TERM OF APPENDIX

13.1 If MCIm chooses to use Ameritech-Ohio's OS Services, MCIm must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. MCIm may terminate use of Ameritech-Ohio's OS Services upon ninety (90) days advance written notice to Ameritech-Ohio any time after MCIm has used such OS Services for the twelve (12) month minimum period.

13.2 If MCIm terminates use of Ameritech-Ohio's OS Services without complying with Section 13.1 above, MCIm shall pay Ameritech-Ohio, within thirty (30) days of the issuance of a final bill by Ameritech-Ohio, all amounts due for actual services provided under this Appendix. MCIm shall also be obligated to pay Ameritech-Ohio for the unexpired portion of any equipment and facilities costs incurred by Ameritech-Ohio to service the portion of the one-year contract that MCIm does not use. With respect to labor costs, MCIm shall pay for an additional one (1) month of labor charges following the date of any premature cancellation of the one-year contract. In presenting its proposed termination charge to MCIm, Ameritech-Ohio shall be required to identify the equipment and facilities, the costs of which it claims to have not recovered, and to quantify the unrecovered portion of such costs. For any claimed labor charge, Ameritech-Ohio shall be required to show MCIm the difference in total unit cost with the claimed additional labor included and with it excluded. MCIm shall be required to pay that difference for the number of units of OS which it took on average during the previous thirty (30) day period.

OPERATIONS SUPPORT SYSTEM

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1 INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which Ameritech-Ohio provides access to Ameritech-Ohio's Operations Support System (OSS) "functions" to MCIm for pre-ordering, ordering, provisioning, and maintenance/repair, and billing as provided by Ameritech-Ohio.

1.2 With respect to all matters covered by this Appendix, the Parties will comply with the SBC Plan of Record (POR) final version for Uniform and Enhanced OSS ("Uniform POR") as approved by the FCC on 9/22/00 and the SBC-13STATE Change Management Process "CMP" Document, subject to Applicable State Law or Commission orders. If specific performance under this Appendix is not detailed in the Uniform POR or CMP, it will then be governed by the terms and conditions of this Appendix.

1.3 Definitions

1.3.1 "LSC" means Information Industry Service Center (IISC) for Ameritech-Ohio.

1.3.2 "LOC" means the Customer Response Unit (CRU) for Ameritech-Ohio.

2 GENERAL CONDITIONS

2.1 Performance Standards. Ameritech-Ohio shall comply with the service guarantees and Performance Standards, measurements, and reporting regarding OSS Functions, set forth in Appendix Performance Measurements of this Agreement. Further, Ameritech-Ohio will compensate MCIm in accordance with Appendix Performance Measurements for any OSS Function-related Performance Standards Ameritech-Ohio fails to meet.

2.2 * MCIm agrees to utilize Ameritech-Ohio electronic interfaces, as described herein, for the purposes of establishing and maintaining Resale Services, or UNE's or Local Number Portability, or local Interconnection trunking through Ameritech-Ohio. In addition, MCIm agrees that for the Ameritech-Ohio region such use will comply with Ameritech-Ohio's Information Security Policies and Guidelines incorporated in this Appendix. Notwithstanding anything in this Appendix to the contrary, failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, MCIm shall be responsible for and indemnifies Ameritech-Ohio against any cost, expense or liability relating to any demonstrated incident of unauthorized entry or access into, or use or manipulation of Ameritech-Ohio's OSS from MCIm systems, workstations or terminals or by MCIm employees or agents or any third party gaining access through information and/or facilities obtained from or utilized by MCIm and shall pay Ameritech-Ohio for any and all damages that Ameritech-Ohio can demonstrate are caused by such unauthorized entry.

2.3 The Dispute Resolution (DR) process set forth in the ICA shall apply to any issues, which arise under this Appendix, including any alleged non-compliance with these security guidelines.

2.4 To the extent Resale and Unbundled Network Elements (UNE), Local Number Portability and interconnection trunking, pre-ordering, ordering, provisioning and repair, and billing functions as provided herein are available electronically, they will be accessible via OSS interfaces as described herein. Manual access remains available via the Local Service Center (LSC) and the Local Operations Center (LOC) to the extent described below. Should Ameritech-Ohio develop electronic interfaces for these functions for itself, its Affiliates and/or other CLECs, Ameritech-Ohio will offer electronic access to these functions to MCIm in parity. The Parties agree that electronic order processing is more

efficient than manual order processing. Upon Ameritech-Ohio's request, the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once MCIm is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, MCIm will no longer submit orders manually. Provided, however, when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically, Ameritech-Ohio shall accept manual orders.

2.5 * Within Ameritech-Ohio, and other SBC-AMERITECH regions, MCIm's access to pre-order functions described in Section 3 will only be utilized to view Customer Proprietary Network Information (CPNI) of the applicable ILEC's or requesting MCIm's end user customer account where MCIm has obtained an authorization for release of CPNI from the end user customer. The authorization for release of CPNI shall comply with state and federal rules or guidelines concerning access to such information.

2.6 * MCIm will obtain authorization for change in local exchange service and release of CPNI that adheres to all requirements of state and federal law, as applicable CPNI, includes customer name, billing and service address, billing telephone number(s), any and all exemption status or current status of eligibility for reduced charges, and identification of features and services subscribed to by customer. The following additional terms shall apply to MCIm's access:

2.7 Intentionally Omitted.

2.8 * Throughout the Ameritech-Ohio region, MCIm is solely responsible for determining whether proper authorization has been obtained and holds Ameritech-Ohio harmless from any loss on account of MCIm's failure to obtain proper CPNI consent from an end user customer.

2.9 * MCIm's obligation to obtain authority prior to accessing CPNI electronically, as set forth in the preceding provisions, is subject to modification in accordance with any governing regulatory decisions expressly addressing this subject matter.

2.10 By utilizing any electronic interfaces, MCIm agrees not to knowingly alter any applicable Resale rates and charges where they are subject to the terms of this Agreement and applicable tariffs dependent on region of operation, or Ameritech-Ohio's UNE rates and charges, dependent upon region of operation, per the terms of this Agreement.

2.11 * MCIm agrees to use reasonable business efforts to submit orders that are correct and complete. Ameritech-Ohio will use reasonable business efforts when rejecting MCIm orders for processing which are not correct and complete. The Parties agree to conduct internal and independent reviews for accuracy. MCIm is also responsible for all actions of its employees using any of Ameritech-Ohio's OSS systems. As such, MCIm agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by Ameritech-Ohio caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by Ameritech-Ohio to MCIm. In addition, MCIm agrees to indemnify and hold Ameritech-Ohio harmless against any claim made by an end user customer of MCIm or other third parties against Ameritech-Ohio caused by or related to MCIm's use of any Ameritech-Ohio OSS. In addition, Ameritech-Ohio shall be permitted to audit all activities by MCIm using any Ameritech-Ohio OSS not more than once annually, upon written notice to MCIm. Such written notice shall specify the type of information Ameritech-Ohio is seeking and shall also specify the reason Ameritech-Ohio is seeking the audit, including any alleged "misuse" of the OSS by MCIm. MCIm shall provide the requested information within fourteen (14) days of receiving notice from Ameritech-Ohio. All such information obtained

through an audit shall be deemed proprietary and shall be covered by the General Terms and Conditions.

2.12 Work Center for OSS Single Point of Contact. Ameritech-Ohio has a single help desk, called the Information Services Call Center (ISCC), which provides technical support as MCIm's Single Point of Contact (SPOC) for all of Ameritech-Ohio electronic OSS interfaces involved in the pre-ordering, ordering, provisioning, and repair of Network Elements and Local Resale services. MCIm will also provide a Single Point of Contact for technical support issues related to the electronic interfaces.

2.13 Within a commercially reasonable time, if such does not already exist between the Parties, Ameritech-Ohio and MCIm will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Local Number Portability, local Interconnection Trunking, Resale services and UNE.

2.14 The Parties will follow the final adopted guidelines of Change Management as may be modified from time to time in accordance with the Change Management principles. Certain OSS interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. Ameritech-Ohio shall provide proper notice of interface phase out as required by the Change Management process. The Parties acknowledge that Change Management processes may be affected by the final Uniform and Enhanced OSS Plan of Record (POR) once approved by FCC.

2.15 Ameritech-Ohio and MCIm agree to participate in and abide by resolutions of the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that Ameritech-Ohio may deploy these interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines consistent with requirements of this Appendix.

2.16 MCIm and Ameritech-Ohio are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, Ameritech-Ohio has the right to define LSR Usage requirements according to the practices in the OBF Local Service Ordering Guidelines (LSOG).

2.17 MCIm is responsible for obtaining operating system software and hardware to access Ameritech-Ohio OSS functions as specified in the document "Ameritech Electronic Service Order Guide", or any other documents or interface requirements subsequently generated by Ameritech-Ohio for any of its regions.

3 PRE-ORDER

3.1 Ameritech-Ohio will provide access to pre-order functions in parity with what it provides to itself, its Affiliate(s) and/or CLEC, to support MCIm ordering of services via electronic interfaces. Real time access to pre-order functions that may be developed in the future will be offered to MCIm to the extent and on the same basis as Ameritech-Ohio provides to itself or its Affiliates and/or other CLEC. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to MCIm so that MCIm order requests may be created to comply with Ameritech-Ohio's region-specific ordering requirements.

3.2 Pre-ordering information either manually or electronically for Resale includes:

3.2.1 feature and service availability for a valid service address shall be made available on a service address basis.

3.2.2 access to Customer Proprietary Network Information (CPNI) for Ameritech-Ohio retail or resold services and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity and pending service order activity.

3.2.3 a telephone number (if the end user customer does not have one assigned) with or without the end user customer on-line;

3.2.4 service availability dates to the end user customer;

3.2.5 information regarding whether dispatch is required;

3.2.6 when utilizing electronic pre-ordering and when available, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll;

3.2.7 service address verification.

3.3 Pre-ordering functions for UNE includes:

3.3.1 features available at an End Office for a valid service address;

3.3.2 access to Customer Proprietary Network Information (CPNI) for Ameritech-Ohio retail or resold services and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for Ameritech-Ohio only, pending service order activity.

3.3.3 a telephone number (if the end user customer does not have one assigned) with or without the end user customer on-line;

3.3.4 service availability dates;

3.3.5 information regarding whether dispatch is required;

3.3.6 when utilizing electronic pre-ordering and when available, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll;

3.3.7 service address verification; and

3.3.8 manually, Channel Facility Assignment (CFA), Network Channel (NC), and Network Channel Interface (NCI) data. This information will be provided electronically when available.

3.4 Intentionally Omitted.

3.4.1 Intentionally Omitted.

3.4.2 Intentionally Omitted.

3.5 Intentionally Omitted.

3.5.1 Intentionally Omitted.

3.5.2 Intentionally Omitted.

3.6 Intentionally Omitted.

3.6.1 Intentionally Omitted.

3.6.2 Intentionally Omitted.

3.6.3 Intentionally Omitted.

3.7 Intentionally Omitted.

3.7.1 Intentionally Omitted.

3.8 Ameritech-Ohio Resale and UNE Services Pre-Order System Availability: Ameritech-Ohio will provide MCIm access to the following system:

3.8.1 TCNet and EDI are available for the pre-ordering functions listed in section 3.2 and 3.3 (Pre-Order for Resale and Pre-Order for UNE).

3.9 Intentionally Omitted.

3.9.1 Intentionally Omitted.

3.9.2 Intentionally Omitted.

3.9.3 Intentionally Omitted.

3.10 Other Pre-order Function Availability:

3.10.1 Where pre-ordering functions are not available electronically MCIm will manually request this information from the LSC for inclusion on the service order request.

3.10.2 When "back-end" systems are not fully functional and the LSC is unable to obtain the information requested by MCIm, Ameritech-Ohio shall use its best efforts to provide MCIm with the expected restoral time of the back-end systems.

3.10.3 Upon request, Data Validation Files are available for the purpose of providing MCIm with an alternate method of acquiring that pre-ordering information considered relatively static. For Ameritech-Ohio, the following information is available via Connect:Direct, CD-ROM and TCNet: Street Address Guide (SAG), Service and Feature Availability by NXX, and a PIC/LPIC Codes.

4 ORDERING/PROVISIONING

4.1 Intentionally Omitted.

4.2 Ameritech-Ohio shall provide, through electronic interfaces, provisioning and premises visit installation support for coordinated scheduling, status, and dispatch capabilities as provided in the Uniform Plan of Record.

4.3 Ameritech-Ohio will provide electronic access to ordering functions to support MCIm provisioning of services provided herein as described below. Real time access to ordering functions will be made available to MCIm as Ameritech-Ohio makes it available to itself or its affiliate(s) and/or CLEC. Intervals for Performance Measurements will be as defined in Appendix Performance Measurements. To order Resale services and UNEs, MCIm will format the service request to identify what features, services, or elements it wishes Ameritech-Ohio to provision in accordance with Ameritech-Ohio ordering requirements.

4.4 Resale and UNE Service Order Request Ordering System:

4.4.1 Ameritech-Ohio makes available to MCIm an Electronic Data Interchange (EDI) interface for transmission of MCIm orders via Ameritech-Ohio Local Service Request (LSR) formats as defined in the Ameritech-Ohio Local Service Order Requirements (LSOR). In ordering and provisioning Resale, MCIm and Ameritech-Ohio will utilize industry guidelines developed by OBF and TCIF to transmit data based upon Ameritech-Ohio Resale ordering requirements in accordance with Uniform POR. In ordering and provisioning UNE, MCIm and Ameritech-Ohio will utilize industry guidelines developed by OBF and TCIF to transmit data based upon Ameritech-Ohio UNE ordering requirements in accordance with uniform POR. In addition, Local Number Portability (LNP), and where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

4.4.2 Intentionally Omitted.

4.4.3 Intentionally Omitted.

4.4.4 Intentionally Omitted.

4.4.5 In ordering and provisioning Unbundled Dedicated Transport and local Interconnection Trunks, MCIm and Ameritech-Ohio will utilize industry ASR guidelines developed by OBF based upon Ameritech-Ohio ordering requirements.

4.5 Intentionally Omitted.

4.6 Provisioning for Resale Services and UNEs in Ameritech-Ohio: Ameritech-Ohio will provision Resale services and UNE as detailed in MCIm order requests. Electronic access to status on such orders will be provided via the EDI electronic interface.

4.6.1 For EDI ordering, Ameritech-Ohio provides MCIm, and MCIm uses, an EDI interface for transferring and receiving orders, (FOC) Firm Order Confirmation, Service Order Completion (SOC), and, as available, other provisioning data and information (e.g., jeopardies and rejects), as described in the Uniform POR.

4.7 Real time electronic interfaces are accessible in Ameritech-Ohio to place and check the status of trouble reports for both Resale and UNE. Upon request, MCIm may access these functions via the following methods:

4.7.1 Intentionally Omitted.

4.7.2 Intentionally Omitted.

4.7.3 In Ameritech-Ohio, Electronic Bonding for Trouble Administration-GUI (EBTA-GUI) allows MCIm to issue trouble tickets, view status, and view trouble history on-line. Ameritech-Ohio shall provide an Estimated Time To Repair (ETTR) on

all trouble reports, at parity, with what it provides its Affiliates, its retail customers and other CLECs.

4.7.4 Intentionally Omitted.

4.7.5 In Ameritech-Ohio, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. This EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by MCIm and in Ameritech-Ohio. Functions currently implemented will include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. MCIm and Ameritech-Ohio will exchange requests over a mutually agreeable X.25-based network.

5 BILLING

5.1 Intentionally Omitted.

5.2 Intentionally Omitted.

5.3 For Resale Services in Ameritech-Ohio, MCIm may elect to receive its bill on CD. Electronic access to billing information for Resale Services will also be available via the following interfaces:

5.3.1 Intentionally Omitted.

5.3.2 Intentionally Omitted.

5.3.3 MCIm may receive a Usage Extract Feed electronically in Ameritech-Ohio. On a daily basis, this feed provides information on the usage billed to its accounts for resale services in the industry standardized Exchange Message Interface (EMI) format.

5.3.4 In Ameritech-Ohio, MCIm may receive a mechanized bill via the Ameritech-Ohio Electronic Billing System (AEBS) transaction set. Additional mechanized billing options will be forthcoming as described in the Uniform POR.

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

5.4.1 Ameritech-Ohio also makes available to MCIm a local bill via the Ameritech-Ohio Electronic Billing System (AEBS) transaction set. Additional mechanized billing options will be forthcoming as described in the Uniform POR.

5.4.2 Intentionally Omitted.

5.4.2.1 MCIm may receive a Usage Extract Feed electronically in Ameritech-Ohio. On a daily basis, this feed provides information on the usage billed to its accounts for UNE in the industry standardized Exchange Message Interface (EMI) format.

6 REMOTE ACCESS FACILITY

6.1 Intentionally Omitted.

6.2 Intentionally Omitted.

6.3 For Ameritech-Ohio, MCIm may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," MCIm shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF and/or PRAF. Switched Access "Dial-up Connections" requires MCIm to provide its own modems and connection to the Ameritech-Ohio ARAF. MCIm shall pay the cost of the call if Switched Access is used.

6.4 For Ameritech-Ohio, MCIm shall use TCP/IP to access Ameritech-Ohio OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, MCIm shall have one valid Internet Protocol (IP) network address per region. MCIm shall maintain a user-id / password unique to each individual for accessing an Ameritech-Ohio OSS on MCIm's behalf. MCIm shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

6.5 For Ameritech-Ohio, MCIm shall attend and participate in implementation meetings to discuss MCIm LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

6.6 For Ameritech-Ohio, MCIm may use four types of access: DSO(56KB), DS1 (1.5MB), dedicated and Frame Relay (DS0 and DS1). MCIm shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). MCIm must use a legal IP address for its end of the connection.

7 DATA CONNECTION SECURITY REQUIREMENTS

7.1 MCIm agrees that interconnection of MCIm data facilities with Ameritech-Ohio data facilities for access to OSS will be in compliance with Ameritech-Ohio's Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section govern direct and dial up connections between MCIm and the PRAF and LRAF for access to OSS Interfaces.

7.2 Joint Security Requirements

7.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)

7.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

7.2.3 Each Party shall notify the other Party immediately, whenever a current user ID or system access request is no longer approved or considered authorized for access.

7.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

7.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the MCIm or Ameritech-Ohio network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards

7.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

7.3 Additional Responsibilities of Both Parties

7.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of MCIm equipment on Ameritech-Ohio's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

7.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

7.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

7.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order

to track the work to completion.

7.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

7.3.6 All network-related problems will be managed to resolution by the respective organizations, MCIm or Ameritech-Ohio, as appropriate to the ownership of a failed component. As necessary, MCIm and Ameritech-Ohio will work together to resolve problems where the responsibility of either Party is not easily identified.

7.4 Information Security Policies and Guidelines for Access to Computers, Networks and Information By Non-Employee Personnel:

7.4.1 Information Security Policies and Guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. This Section summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to MCIm or Ameritech-Ohio, respectively, as the providers of the computer, network or information in question.

7.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Appendix. 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.

7.5 General Policies

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

7.5.2 Both Parties will monitor access to OSS systems and will promptly notify the other Party's designated personnel if it discovers any unauthorized access for security breach to the OSS systems. In the event of such unauthorized access or breach the Parties will work cooperatively to investigate, minimize and take corrective actions. Each Party will be responsible for paying its own cost of investigation. Each Party may exercise at any time its right to take appropriate action should unauthorized or improper usage be discovered.

7.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

7.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

7.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

7.6 User Identification

7.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

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

7.6.3 User IDs will be revalidated on a periodic basis, as required. Revalidation will also be necessary as business needs change.

7.7 User Authentication

7.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

7.7.2 Passwords must not be stored in script files.

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

7.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user ID; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

7.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

7.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

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

7.8 Access and Session Control

7.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

7.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

7.9 User Authorization

7.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.

7.10 Software And Data Integrity

7.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

7.10.2 Intentionally Omitted

7.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

7.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

7.11 Monitoring And Audit

7.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). One example of this end user customer warning banner message may be:

"This is an (Ameritech-Ohio or MCIm) 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."

7.11.2 After successful authentication, each Party will track the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies

8 OPERATIONAL READINESS TESTING (ORT) FOR ORDERING/PROVISIONING AND REPAIR/MAINTENANCE INTERFACES

8.1 At either Party's request and prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

9 TRAINING

9.1 Ameritech-Ohio shall train MCIm's trainers in the use of Ameritech-Ohio's OSS systems and processes. Training will be provided for all preordering, ordering and provisioning, maintenance and repair, billing, miscellaneous services, and any other area function or support system as provided for elsewhere in this Appendix, as requested by MCIm. Ameritech-Ohio shall provide this training to MCIm at TELRIC rates set by the Commission. Information and materials provided to MCIm must include, at a minimum, operational and procedural information, and Ameritech-Ohio specific system access/interface instruction. Classes are train-the-trainer format to enable MCIm to devise its own course work for its own employees. Course descriptions for all available classes by region are posted on the CLEC web site (https://clec.sbc.com/clec) in the

Customer Education section. CLEC Training schedules by region are also available on the CLEC web site and are subject to change, with class lengths varying. Charges as specified below will apply for each class and will be interim subject to true-up. Prior to live GUI or other system usage by MCIm, MCIm must complete user education classes for any Ameritech-Ohio provided interfaces that affect the Ameritech-Ohio network.

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

9.2 * A separate agreement will be required as a commitment to pay for a specific number of MCIm students in each class. MCIm agrees that charges will be billed by Ameritech-Ohio and MCIm payment is due in accordance with the billing provisions in the General Terms and Conditions. MCIm agrees that personnel from other competitive Local Service Providers may be scheduled into any Ameritech-Ohio offered-class, to fill any seats for which MCIm has not requested and reserved per afore mentioned Memo of Agreement. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

9.3 Class dates will be based upon MCIm requests and Ameritech-Ohio availability.

9.4 * If MCIm cancels a scheduled class less than two weeks prior to the scheduled start date, MCIm shall pay a cancellation fee consisting of the cost of the class less the cost of teaching materials. Should Ameritech-Ohio cancel a class for which MCIm is registered less than one week prior to the schedule start date of that class, Ameritech-Ohio will waive the charges for the reschedule class for the registered students. MCIm agrees to provide to Ameritech-Ohio completed registration forms for each student no later than one week prior to the scheduled training class.

9.5 MCIm agrees that MCIm personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other Ameritech-Ohio or SBC system are strictly prohibited.

9.6 MCIm further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of Ameritech-Ohio's OSS in accordance with this Appendix and are

"Confidential Information" and are therefore subject to the terms, conditions and limitations of Section 19 of the General Terms and Conditions.

PERFORMANCE MEASUREMENTS

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1 INTRODUCTION

1.1 This Appendix sets forth the measurements, if met by Ameritech-Ohio, that would be deemed sufficient to demonstrate the provision of non-discriminatory access to Ameritech-Ohio's Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).

1.2 Intentionally Omitted.

1.3 Intentionally Omitted.

1.4 Intentionally Omitted.

1.5 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (CLEC) to act as its agent for purposes of accessing SBC-ILEC's OSS application-to-application interfaces.

1.6 Intentionally Omitted.

1.7 As used herein, Merger Conditions shall mean those conditions related to the SBC Ameritech merger ordered under the Public Utility Commission of Ohio Stipulation And Recommendation and in the Federal Communications Commission's Order ("FCC") in CC Docket No. 98-141.

1.8 As used herein, Collaborative Process shall mean the performance measurement collaborative process established pursuant to the Merger Conditions.

2 RESULTS OF COLLABORATIVE PROCESS

2.1 The Parties agree that the Performance Measurements, remedy plans and Business Rules as set forth in the Merger Conditions and developed under the Collaborative Process, shall be incorporated, when approved by the state Commission and after all appeal rights have been exhausted, into this Appendix by reference. The Parties agree to accept and abide by such performance measurement, remedy plans and Business Rules. Ameritech-Ohio shall post the Performance Measurements, remedy plan and Business Rules developed under the Collaborative Process to SBC/Ameritech's Internet website pursuant to the terms developed under the Collaborative Process.

2.2 The Parties agree that Performance Measurements, remedies and Business Rules may be revised through the Collaborative Process, and the Parties agree to incorporate such changes when approved by the state Commission and after all appeal rights have been exhausted. In the event a Party disputes the adoption of a proposed revision from the Collaborative Process, the Party seeking such adoption shall raise the issue with the state Commission for resolution, with such process being the sole and exclusive process for seeking resolution of such issue. Until a final state Ohio Commission order resolving the issue is effective, the Parties agree to abide by any existing performance measures, remedy plans and Business Rules as arrived at via the industry collaborative process and/or ordered or approved by the Ohio Commission.

2.3 When MCIm accesses Ameritech-Ohio's OSS using a Service Bureau Provider acting as MCIm's agent, the measurement of Ameritech-Ohio's performance shall not include the Service Bureau Provider's processing, availability or response time.

PRICING

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1 INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for Network Elements, Interconnection, methods of obtaining Interconnection and access to Network Elements and for other services provided pursuant to this Agreement. To the extent required by Applicable Law, such rates shall be reasonable and nondiscriminatory.

1.2 Intentionally Omitted.

1.3 Intentionally Omitted.

1.4 * All of the rates set forth in this Agreement are inclusive. If the Parties have inadvertently omitted an appropriate Commission-approved rate for any Network Element, service, feature or function contemplated under this Agreement ("Contemplated Services"), the Parties shall amend the Agreement to include such rate. In the event that there is no appropriate Commission-approved rate for a Contemplated Service, the Parties agree to negotiate in good faith to amend the Agreement to include an interim rate. Such interim rates shall remain in effect, subject to true-up, until the Commission determines a permanent rate. The Parties further agree that during any negotiations pursuant to this Section 1.4, Ameritech-Ohio shall provide MCIm with the Contemplated Service in question and MCIm shall be responsible for paying for such Contemplated Service retroactive to the date it was first delivered. For any rates set pursuant to this Section 1.4, the Parties agree to use the appropriate Ameritech-Ohio tariff rate, if such a rate exists. All of the rates set forth in this Agreement shall remain in effect for the term of this Agreement unless they are changed in accordance with the provisions of this Agreement. For the purposes of this Appendix, "rates" may refer to either or both recurring and nonrecurring prices.

1.5 Each rate set forth in this Appendix is the total rate applicable for the respective service, saved for taxes and late payment charges, if any. Where required by Applicable Law, rates contained in this Appendix Pricing are based upon 47 C.F.R. § 51.505(b) and Commission approved pricing methodologies. If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by Ameritech-Ohio under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to MCIm's Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the Act; provided however, if Ameritech-Ohio provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by Ameritech-Ohio and MCIm.

1.6 Intentionally Omitted.

1.7 Except as otherwise noted, all rates set forth in this Agreement are permanent rates, unless changed by order of the Commission or other administrative or judicial body of competent jurisdiction, or by mutual agreement of the Parties. If the Commission or other administrative or judicial body of competent jurisdiction subsequently orders a different rate, either Party, upon the Commission's order, may provide written notice to the other Party, to change the rate set forth in this Agreement to conform to the new rate ordered by the Commission. Upon written notice, the Parties will negotiate an amendment to this Agreement reflecting the new rate. The new rate will be effective on the date of receipt of the written notice of election.

1.8 If a rate is identified as interim, upon adoption of a final rate by the Commission, either Party may elect to change the interim rate to conform to the permanent rate upon written notice to other Party. If either Party elects to change an interim rate to conform to a

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

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

For Loops:

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

For Unbundled Interoffice Transmission Facilities:

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

1.10 For modifications of Ameritech-Ohio's plant facilities not specifically included in this Agreement see the BFR process described in Appendix BFR.

1.11 Ameritech-Ohio shall not charge MCIm different rates for unbundled Network Elements based on the class of end user customers served by MCIm, or on the type of services provided by MCIm using those unbundled Network Elements, unless otherwise ordered by the Commission. This paragraph does not apply to Resale.

1.12 Intentionally Omitted.

1.13 Intentionally Omitted.

2 RECURRING CHARGES

2.1 Unless otherwise identified in the pricing tables, where rates are shown as monthly, a month will be defined as a thirty (30) day calendar month. Billing will be on the basis of whole or fractional months used. The rates for non-monthly rated UNEs will be specified in Appendix Pricing. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the Appendix BFR of this Agreement.

2.2 Intentionally Omitted.

2.3 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

2.4 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed Ameritech-Ohio will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, Ameritech-Ohio will round up to the next whole mile before determining the mileage and applying rates.

3 NON-RECURRING CHARGES

3.1 The Parties acknowledge that in Case Nos. 96-922-TP-UNC/00-1362-TP-ATA, the Ohio Commission is currently considering the issue of what, if any, service order, recurring and non-recurring charges should apply when UNEs are ordered as part of the Unbundled Network Element Platform (UNE-P). Until a final decision is reached by the Ohio Commission, the Parties agree that MCIm requests for UNEs will be processed by Ameritech-Ohio, and MCIm will be charged UNE service order charge(s), in addition to recurring and nonrecurring charges for each individual UNE and cross connect ordered, as set forth in this Appendix, including UNEs that are ordered as part of the UNE-P product. When the Ohio Commission issues a final order in Case Nos. 96-922-TP-UNC/00-1362-TP-ATA, the Parties agree to amend this Section consistent with the final order. All charges paid by MCIm under this Section will be subject to true-up to the Effective Date of this contract and such true-up shall be implemented consistent herein.

3.2 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.3 Time and Material charges (a.k.a. additional labor charges) are defined in the Appendix Pricing.

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

	A	B	C	D	E	F	G
1							
2	QHO			RECURRING		NON-REC.	Interim
3				Monthly			
4							
5	UNBUNDLED NETWORK ELEMENTS						
6							
7	Unbundled Loops						
8		2-Wire Analog - Rural (Access Area D)		$9.43		See NRC prices below	
9		2-Wire Analog - Suburban (Access Area C)		$7.88		See NRC prices below	
10		2-Wire Analog - Metro (Access Area B)		$5.84		See NRC prices below	
11		Conditioning for dB Loss					
12		4-Wire Analog - Rural (Access Area D)		$19.37		See NRC prices below	
13		4-Wire Analog - Suburban (Access AreaC)		$16.41		See NRC prices below	
14		4-Wire Analog - Metro (Access Area B)		$10.29		See NRC prices below	
15		2-Wire Digital - Rural (Access Area D)		$10.79		See NRC prices below	
16		2-Wire Digital - Suburban (Access Area C)		$9.34		See NRC prices below	
17		2-Wire Digital - Metro (Access Area B)		$8.38		See NRC prices below	
18		4-Wire Digital - Rural (Access Area D)		$62.07		See NRC prices below	
19		4-Wire Digital - Suburban (Access Area C)		$61.14		See NRC prices below	
20		4-Wire Digital - Metro (Access Area B)		$66.45		See NRC prices below	
21		DS3 Loop - Rural (Access Area D)		$825.90		See NRC prices below	Interim
22		DS3 Loop - Suburban (Access Area C)		$821.81		See NRC prices below	Interim
23		DS3 Loop - Metro (Access Area B)		$729.02		See NRC prices below	Interim
24							
25		Universal Loop (G/S) Band B		$6.07		N/A	
26		Universal Loop (G/S) Band C		$8.50		N/A	
27		Universal Loop (G/S) Band D		$10.02		N/A	
28							
29		EKL Loop Band B		$7.38		N/A	
30		EKL Loop Band C		$12.02		N/A	
31		EKL Loop Band D		$13.35		N/A	
32							
33		Coin Loop Band B		$5.84		N/A	
34		Coin Loop Band C		$7.88		N/A	
35		Coin Loop Band D		$9.43		N/A	
36							
37		64 Kbps Band B		$66.68		N/A	
38		64 Kbps Band C		$66.30		N/A	
39		64 Kbps Band D		$66.42		N/A	
40							
41		1.544Mbps Band B		$66.45		N/A	
42		1.544 Mbps Band C		$61.14		N/A	
43		1.544 Mbps Band D		$62.07		N/A	
44							
45	DSL Capable Loops						
46		2-Wire Digital Loop ISDN/IDSL					
47			PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area D- Rural	See 2-Wire Digital Above		See NRC prices below	
48			PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Suburban	See 2-Wire Digital Above		See NRC prices below	
49			PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Metro	See 2-Wire Digital Above		See NRC prices below	
50		2-Wire xDSL Loop					
51			PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	$9.43		See NRC prices below	
52			PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	$7.88		See NRC prices below	
53			PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	$5.84		See NRC prices below	
54							
55			PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	$9.43		See NRC prices below	
56			PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	$7.88		See NRC prices below	
57			PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	$5.84		See NRC prices below	
58							
59			PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	$9.43		See NRC prices below	
60			PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	$7.88		See NRC prices below	
61			PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	$5.84		See NRC prices below	
62							
63			PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	$9.43		See NRC prices below	
64			PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	$7.88		See NRC prices below	
65			PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	$5.84		See NRC prices below	
66							
67			PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	$9.43		See NRC prices below	
68			PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	$7.88		See NRC prices below	
69			PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	$5.84		See NRC prices below	
70							
71			PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	$9.43		See NRC prices below	
72			PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	$7.88		See NRC prices below	
73			PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	$5.84		See NRC prices below	
74		4-Wire xDSL Loop					
75			PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	$19.37		See NRC prices below	
76			PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	$16.41		See NRC prices below	
77			PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	$10.29		See NRC prices below	
78							
79		HFPL Loop					
80			HFPL Loop - Access Area D- Rural	$4.76		N/A	Interim
81			HFPL Loop - Access Area C- Suburban	$3.99		N/A	Interim
82			HFPL Loop - Access Area B- Metro	$2.97		N/A	Interim
83							
84		Loop Qualification Process					
85			Loop Qualification Process - Mechanized	N/A		$0.00	Interim
86			Loop Qualification Process - Manual	N/A		TBD	Interim
87			Loop Qualification Process - Detailed Manual	N/A		TBD	Interim
88							
89		DSL Conditioning Options - >12KFT and < 17.5KFT					
90			Removal of Repeater Options	N/A		$297.71	Interim
91			Removal Bridged Tap Option	N/A		$487.21	Interim
92			Removal of Load Coil	N/A		$821.16	Interim

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

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
93			DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
94			Removal of Repeater Options	N/A		$297.71	Interim
95			Removal Bridged Tap Option	N/A		$243.62	Interim
96			Removal of Load Coil	N/A		$273.72	Interim
97							
98	Charges for xDSL Acceptance Testing						
99			FCC Tariff No. 2 Sec 13.3.4 (C)(1)(a)	N/A		$40.82 for first half hour/fraction	
100			Rates subject to tariff changes	N/A		$22.80 additional	
101			If requested by MCIm, Overtime or Premium time charges will apply for Acceptance Testing requests in off hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.	N/A		USOC-USCX	
102							
103	Loop Non-Recurring Charges (Excluding DS3)						
104			Service Ordering - Per Order	N/A		$16.02	
105			Line Connection - Per Loop	N/A		$30.81	
106			HFPL Service Order Charge	N/A		$16.23	
107							
108	DS3 Loop Non-Recurring Charges						
109			Administrative	N/A		$205.56	Interim
110			Design & Central Office	N/A		$643.36	Interim
111			Customer Connection	N/A		$219.32	Interim
112							
113	Service Coordination fee per account, per CO			NA		$0.46	
114							
115	SUB-LOOPS						
116		CO to RT sub-loop					
117			2 Wire Analog - area B	$5.48		See NRC prices below	Interim
118			2 Wire Analog - Area C	$6.24		See NRC prices below	Interim
119			2 Wire Analog - area D	$8.34		See NRC prices below	Interim
120			4 Wire Analog - area B	$13.56		See NRC prices below	Interim
121			4 Wire Analog - area C	$16.13		See NRC prices below	Interim
122			4 Wire Analog - area D	$22.01		See NRC prices below	Interim
123			2 Wire DSL - area B	N/A		See NRC prices below	Interim
124			2 Wire DSL - area C	N/A		See NRC prices below	Interim
125			2 Wire DSL - area D	N/A		See NRC prices below	Interim
126			4 Wire DSL - area B	N/A		See NRC prices below	Interim
127			4 Wire DSL - area C	N/A		See NRC prices below	Interim
128			4 Wire DSL - area D	N/A		See NRC prices below	Interim
129			2 Wire ISDN Compatible - area B	$12.86		See NRC prices below	Interim
130			2 Wire ISDN Compatible - area C	$14.10		See NRC prices below	Interim
131			2 Wire ISDN Compatible - area D	$23.62		See NRC prices below	Interim
132			4 Wire DS1 Compatible - area B	$95.36		See NRC prices below	Interim
133			4 Wire DS1 Compatible - area C	$98.34		See NRC prices below	Interim
134			4 Wire DS1 Compatible - area D	$112.84		See NRC prices below	Interim
135			DS3 compatible subloop - Area B	$716.71		See NRC prices below	Interim
136			DS3 compatible subloop - Area C	$809.96		See NRC prices below	Interim
137			DS3 compatible subloop - Area D	$810.62		See NRC prices below	Interim
138		CO to SAI Sub-Loop					
139			2 Wire Analog - area B	$5.87		See NRC prices below	Interim
140			2 Wire Analog - Area C	$6.66		See NRC prices below	Interim
141			2 Wire Analog - area D	$8.16		See NRC prices below	Interim
142			4 Wire Analog - area B	$14.31		See NRC prices below	Interim
143			4 Wire Analog - area C	$17.55		See NRC prices below	Interim
144			4 Wire Analog - area D	$21.63		See NRC prices below	Interim
145			2 Wire DSL - area B	$5.04		See NRC prices below	Interim
146			2 Wire DSL - area C	$6.10		See NRC prices below	Interim
147			2 Wire DSL - area D	$8.50		See NRC prices below	Interim
148			4 Wire DSL - area B	$10.02		See NRC prices below	Interim
149			4 Wire DSL - area C	$12.18		See NRC prices below	Interim
150			4 Wire DSL - area D	$12.98		See NRC prices below	Interim
151			2 Wire ISDN Compatible - area B	N/A		See NRC prices below	Interim
152			2 Wire ISDN Compatible - area C	N/A		See NRC prices below	Interim
153			2 Wire ISDN Compatible - area D	N/A		See NRC prices below	Interim
154			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
155			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
156			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
157			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
158			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
159			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
160		CO to Terminal sub-loop					
161			2 Wire Analog - area B	$8.36		See NRC prices below	Interim
162			2 Wire Analog - Area C	$11.70		See NRC prices below	Interim
163			2 Wire Analog - area D	$15.86		See NRC prices below	Interim
164			4 Wire Analog - area B	$19.36		See NRC prices below	Interim
165			4 Wire Analog - area C	$27.05		See NRC prices below	Interim
166			4 Wire Analog - area D	$36.05		See NRC prices below	Interim
167			2 Wire DSL - area B	$7.52		See NRC prices below	Interim
168			2 Wire DSL - area C	$10.87		See NRC prices below	Interim
169			2 Wire DSL - area D	$13.22		See NRC prices below	Interim
170			4 Wire DSL - area B	$15.06		See NRC prices below	Interim
171			4 Wire DSL - area C	$21.86		See NRC prices below	Interim
172			4 Wire DSL - area D	$20.38		See NRC prices below	Interim
173			2 Wire ISDN Compatible - area B	N/A		See NRC prices below	Interim
174			2 Wire ISDN Compatible - area C	N/A		See NRC prices below	Interim
175			2 Wire ISDN Compatible - area D	N/A		See NRC prices below	Interim
176			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
177			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
178			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
179			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
180			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
181			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim

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

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
182		RT to SAI sub-loop					
183			2 Wire Analog - area B	$0.98		See NRC prices below	Interim
184			2 Wire Analog - Area C	$1.18		See NRC prices below	Interim
185			2 Wire Analog - area D	$1.70		See NRC prices below	Interim
186			4 Wire Analog - area B	$1.86		See NRC prices below	Interim
187			4 Wire Analog - area C	$2.31		See NRC prices below	Interim
188			4 Wire Analog - area D	$3.36		See NRC prices below	Interim
189			2 Wire DSL - area B	$0.95		See NRC prices below	Interim
190			2 Wire DSL - area C	$1.18		See NRC prices below	Interim
191			2 Wire DSL - area D	$1.70		See NRC prices below	Interim
192			4 Wire DSL - area B	$1.86		See NRC prices below	Interim
193			4 Wire DSL - area C	$2.31		See NRC prices below	Interim
194			4 Wire DSL - area D	$3.36		See NRC prices below	Interim
195			2 Wire ISDN Compatible - area B	N/A		See NRC prices below	Interim
196			2 Wire ISDN Compatible - area C	N/A		See NRC prices below	Interim
197			2 Wire ISDN Compatible - area D	N/A		See NRC prices below	Interim
198			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
199			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
200			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
201			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
202			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
203			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
204		RT to Terminal sub-loop					
205			2 Wire Analog - area B	$3.44		See NRC prices below	Interim
206			2 Wire Analog - Area C	$5.82		See NRC prices below	Interim
207			2 Wire Analog - area D	$8.40		See NRC prices below	Interim
208			4 Wire Analog - area B	$6.93		See NRC prices below	Interim
209			4 Wire Analog - area C	$11.61		See NRC prices below	Interim
210			4 Wire Analog - area D	$16.77		See NRC prices below	Interim
211			2 Wire DSL - area B	N/A		See NRC prices below	Interim
212			2 Wire DSL - area C	N/A		See NRC prices below	Interim
213			2 Wire DSL - area D	N/A		See NRC prices below	Interim
214			4 Wire DSL - area B	$6.93		See NRC prices below	Interim
215			4 Wire DSL - area C	$11.61		See NRC prices below	Interim
216			4 Wire DSL - area D	$16.77		See NRC prices below	Interim
217			2 Wire ISDN Compatible - area B	$3.44		See NRC prices below	Interim
218			2 Wire ISDN Compatible - area C	$5.82		See NRC prices below	Interim
219			2 Wire ISDN Compatible - area D	$8.40		See NRC prices below	Interim
220			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
221			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
222			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
223			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
224			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
225			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
226		RT to NID sub-loop					
227			2 Wire Analog - area B	$4.40		See NRC prices below	Interim
228			2 Wire Analog - Area C	$7.02		See NRC prices below	Interim
229			2 Wire Analog - area D	$8.86		See NRC prices below	Interim
230			4 Wire Analog - area B	$8.82		See NRC prices below	Interim
231			4 Wire Analog - area C	$14.00		See NRC prices below	Interim
232			4 Wire Analog - area D	$19.26		See NRC prices below	Interim
233			2 Wire DSL - area B	$4.40		See NRC prices below	Interim
234			2 Wire DSL - area C	$7.02		See NRC prices below	Interim
235			2 Wire DSL - area D	$8.86		See NRC prices below	Interim
236			4 Wire DSL - area B	$8.82		See NRC prices below	Interim
237			4 Wire DSL - area C	$14.00		See NRC prices below	Interim
238			4 Wire DSL - area D	$19.26		See NRC prices below	Interim
239			2 Wire ISDN Compatible - area B	$4.40		See NRC prices below	Interim
240			2 Wire ISDN Compatible - area C	$7.02		See NRC prices below	Interim
241			2 Wire ISDN Compatible - area D	$8.86		See NRC prices below	Interim
242			4 Wire DS1 Compatible - area B	$27.90		See NRC prices below	Interim
243			4 Wire DS1 Compatible - area C	$32.56		See NRC prices below	Interim
244			4 Wire DS1 Compatible - area D	$36.06		See NRC prices below	Interim
245			DS3 compatible subloop - Area B	$716.71		See NRC prices below	Interim
246			DS3 compatible subloop - Area C	$808.98		See NRC prices below	Interim
247			DS3 compatible subloop - Area D	$810.62		See NRC prices below	Interim
248		SAI to Terminal sub-loop					
249			2 Wire Analog - area B	$3.59		See NRC prices below	Interim
250			2 Wire Analog - Area C	$5.81		See NRC prices below	Interim
251			2 Wire Analog - area D	$7.70		See NRC prices below	Interim
252			4 Wire Analog - area B	$7.25		See NRC prices below	Interim
253			4 Wire Analog - area C	$11.22		See NRC prices below	Interim
254			4 Wire Analog - area D	$15.42		See NRC prices below	Interim
255			2 Wire DSL - area B	N/A		See NRC prices below	Interim
256			2 Wire DSL - area C	N/A		See NRC prices below	Interim
257			2 Wire DSL - area D	N/A		See NRC prices below	Interim
258			4 Wire DSL - area B	$7.25		See NRC prices below	Interim
259			4 Wire DSL - area C	$11.22		See NRC prices below	Interim
260			4 Wire DSL - area D	$15.42		See NRC prices below	Interim
261			2 Wire ISDN Compatible - area B	$3.59		See NRC prices below	Interim
262			2 Wire ISDN Compatible - area C	$5.81		See NRC prices below	Interim
263			2 Wire ISDN Compatible - area D	$7.70		See NRC prices below	Interim
264			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
265			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
266			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
267			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
268			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
269			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
270		SAI to NID sub-loop					
271			2 Wire Analog - area B	$4.54		See NRC prices below	Interim
272			2 Wire Analog - Area C	$6.71		See NRC prices below	Interim

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

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
273			2 Wire Analog - area D	$8.97		See NRC prices below	Interim
274			4 Wire Analog - area B	$8.14		See NRC prices below	Interim
275			4 Wire Analog - area C	$13.42		See NRC prices below	Interim
276			4 Wire Analog - area D	$17.84		See NRC prices below	Interim
277			2 Wire DSL - area B	$4.54		See NRC prices below	Interim
278			2 Wire DSL - area C	$6.71		See NRC prices below	Interim
279			2 Wire DSL - area D	$8.97		See NRC prices below	Interim
280			4 Wire DSL - area B	$8.14		See NRC prices below	Interim
281			4 Wire DSL - area C	$13.42		See NRC prices below	Interim
282			4 Wire DSL - area D	$17.84		See NRC prices below	Interim
283			2 Wire ISDN Compatible - area B	N/A		See NRC prices below	Interim
284			2 Wire ISDN Compatible - area C	N/A		See NRC prices below	Interim
285			2 Wire ISDN Compatible - area D	N/A		See NRC prices below	Interim
286			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
287			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
288			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
289			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
290			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
291			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
292		Terminal to NID sub-loop					
293			2 Wire Analog - area B	$1.36		See NRC prices below	Interim
294			2 Wire Analog - Area C	$1.61		See NRC prices below	Interim
295			2 Wire Analog - area D	$1.76		See NRC prices below	Interim
296			4 Wire Analog - area B	$2.76		See NRC prices below	Interim
297			4 Wire Analog - area C	$3.18		See NRC prices below	Interim
298			4 Wire Analog - area D	$3.53		See NRC prices below	Interim
299			2 Wire DSL - area B	$1.36		See NRC prices below	Interim
300			2 Wire DSL - area C	$1.61		See NRC prices below	Interim
301			2 Wire DSL - area D	$1.76		See NRC prices below	Interim
302			4 Wire DSL - area B	$2.76		See NRC prices below	Interim
303			4 Wire DSL - area C	$3.18		See NRC prices below	Interim
304			4 Wire DSL - area D	$3.53		See NRC prices below	Interim
305			2 Wire ISDN Compatible - area B	N/A		See NRC prices below	Interim
306			2 Wire ISDN Compatible - area C	N/A		See NRC prices below	Interim
307			2 Wire ISDN Compatible - area D	N/A		See NRC prices below	Interim
308			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
309			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
310			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
311			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
312			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
313			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
314		NID sub-loop element					
315			2 Wire Analog - area B	$0.18		See NRC prices below	Interim
316			2 Wire Analog - Area C	$0.18		See NRC prices below	Interim
317			2 Wire Analog - area D	$0.18		See NRC prices below	Interim
318			4 Wire Analog - area B	$0.36		See NRC prices below	Interim
319			4 Wire Analog - area C	$0.33		See NRC prices below	Interim
320			4 Wire Analog - area D	$0.33		See NRC prices below	Interim
321			2 Wire DSL - area B	$0.18		See NRC prices below	Interim
322			2 Wire DSL - area C	$0.18		See NRC prices below	Interim
323			2 Wire DSL - area D	$0.18		See NRC prices below	Interim
324			4 Wire DSL - area B	$0.36		See NRC prices below	Interim
325			4 Wire DSL - area C	$0.33		See NRC prices below	Interim
326			4 Wire DSL - area D	$0.33		See NRC prices below	Interim
327			2 Wire ISDN Compatible - area B	$0.18		See NRC prices below	Interim
328			2 Wire ISDN Compatible - area C	$0.18		See NRC prices below	Interim
329			2 Wire ISDN Compatible - area D	$0.18		See NRC prices below	Interim
330			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
331			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
332			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
333			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
334			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
335			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
336		SPOI sub-loop element					
337			2 Wire Analog - area B	$1.14		See NRC prices below	Interim
338			2 Wire Analog - Area C	$1.14		See NRC prices below	Interim
339			2 Wire Analog - area D	$1.14		See NRC prices below	Interim
340			4 Wire Analog - area B	$2.29		See NRC prices below	Interim
341			4 Wire Analog - area C	$2.29		See NRC prices below	Interim
342			4 Wire Analog - area D	$2.29		See NRC prices below	Interim
343			2 Wire DSL - area B	$1.14		See NRC prices below	Interim
344			2 Wire DSL - area C	$1.14		See NRC prices below	Interim
345			2 Wire DSL - area D	$1.14		See NRC prices below	Interim
346			4 Wire DSL - area B	$2.29		See NRC prices below	Interim
347			4 Wire DSL - area C	$2.29		See NRC prices below	Interim
348			4 Wire DSL - area D	$2.29		See NRC prices below	Interim
349			2 Wire ISDN Compatible - area B	$1.14		See NRC prices below	Interim
350			2 Wire ISDN Compatible - area C	$1.14		See NRC prices below	Interim
351			2 Wire ISDN Compatible - area D	$1.14		See NRC prices below	Interim
352			4 Wire DS1 Compatible - area B	N/A		See NRC prices below	Interim
353			4 Wire DS1 Compatible - area C	N/A		See NRC prices below	Interim
354			4 Wire DS1 Compatible - area D	N/A		See NRC prices below	Interim
355			DS3 compatible subloop - Area B	N/A		See NRC prices below	Interim
356			DS3 compatible subloop - Area C	N/A		See NRC prices below	Interim
357			DS3 compatible subloop - Area D	N/A		See NRC prices below	Interim
358		Sub-Loop Non-Recurring Charges					
359			2-Wire Analog Sub-Loop	N/A		$217.57	Interim
360			4-Wire Analog Sub-Loop	N/A		$218.54	Interim
361			2-Wire xDSL Digital Sub-Loop	N/A		$250.83	Interim
362			4-Wire xDSL Digital Sub-Loop	N/A		$255.11	Interim
363			2-Wire ISDN Digital Sub-Loop	N/A		$276.37	Interim

Attachment 1

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

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
364			4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	N/A		$470.27	Interim
365			DS3 Sub-Loop	N/A		$619.58	Interim
366			Service Order Charge				
367			Establish, per occasion	N/A		$16.23	Interim
368			Line Connection Charge				
369			per occasion	N/A		$31.00	Interim
370							
371			Sub Loop Inquiry Charge	N/A		N/A	Interim
372							
373	DSL Cross Connects						
374			HFPL Cross Connect - CLEC Owned Non Integrated	$0.48		$80.01	Interim
375			HFPL Cross Connect - CLEC Owned Integrated	$0.48		$131.08	Interim
376			HFPL Cross Connect - SBC Owned	$0.48		$73.08	Interim
377			The price assumes all Central Office cross-connects required to provision the HFPL product				
378							
379	HFPL OSS Charge						
380			HFPL OSS Charge - per line	$0.87		N/A	Interim
381							
382	HFPL LST						
383			Line & Station Transfer (LST)	N/A		TBD	Interim
384							
385	Loop Cross Connects						
386			DS3 C.O. Cross-Connect to Collocation	$30.59		N/A	Interim
387							
388	Unbundled Local Switching			USAGE			
389			Usage, per Originating	$0.003209	per MOU	NA	Interim
390				PER MESSAGE			
391			Daily Usage Feed (DUF), per message	$0.000985		NA	
392							
393			Customized Routing per Line Class Code, per switch	NA		$304.06	
394			Regional Usage Billing & Trunk Order Development, per CLEC	NA		$35,773.77	
395			Service Coordination Fee, per CLEC bill, per switch	$0.45		NA	
396							
397			Customer Training	NA		$79.82	
398							
399	Unbundled Local Switching with Shared Transport			USAGE			
400			ULS-Usage for ULS-ST, per Originating & Terminating MOU	$0.000842		NA	
401			ULS-ST Blended Transport MOU	$0.001097		NA	Interim
402			ULS-ST Reciprocal Compensation MOU	$0.000842		NA	Interim
403			ULS-ST Common Transport MOU	$0.000884		NA	Interim
404			ULS-ST Tandem Switching MOU	$0.000213		NA	Interim
405				PER MESSAGE			
406			SS7 Signaling Transport associated with ULS-ST	$0.000035		N/A	Interim
407							
408			Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch	NA		$130.57	Interim
409							
410	ULS-ST Ports						
411			Basic Line Port - Residence, per Port	$3.11		$48.27	
412			Basic Line Port - Business, per Port	$4.61		$48.27	
413							
414	Port Charge Per Month						
415			Analog Line Port	$4.63		$48.53	
416			Ground Start Port	$4.92		$48.27	
417			Analog DID Trunk Port	$12.74		$48.53	
418			ISDN BRI Port	$28.30		$728.13	
419			ISDN PRI Port	$147.30		$725.29	
420			Digital Trunking Trunk Port	$106.71		$725.29	
421			DS1 Trunk Port	$81.66		$48.27	
422			Centrex Basic Line Port	$8.90		$48.27	
423			Centrex ISDN BRI Port	$44.86		$48.27	
424			Centrex EKL Line Port	$27.29		$98.55	
425			Centrex Attendant Console Line Port	$67.24			
426							
427	ULS - Port Charge Per Month						
428			Basic Line Port - Residence, per Port	$3.11		$48.27	
429			Basic Line Port - Business, per Port	$4.61		$48.27	
430			COPTS - Coin Port	$4.92		$48.27	
431			Analog DID Trunk Port	$12.67		$48.27	
432			DID Telephone Number, per Number	$0.01		N/A	
433			Add / Rearrange Each Termination	N/A		$30.06	
434			ISDN BRI Port	$26.15		$48.27	
435			ISDN Telephone Number, per Number	$0.01		NA	
436			ISDN PRI Port	$146.52		$725.29	
437			ISDN Telephone Number, per Number	$0.01		NA	
438			Add / Rearrange Each Termination	N/A		$30.06	
439							
440	ULS and ULS-ST Port Non-Recurring Charges						
441			Service Order - Line Port, per occasion	NA		$18.02	
442			Service Order - Trunk Port, per occasion	NA		$326.62	
443			Service Order - Record Order, per occasion	NA		$14.27	
444			Conversion from one port type to another, per each port changed	NA		$43.63	
445			Service Order - Record	NA		$67.71	
446			CTX Chg & Rearrange per system feature per occ.	NA		$260.88	
447			CTX Feature Activation per occasion	NA		$35,773.77	
448							
449	Cross Connects						
450			2-Wire	$0.15		NA	Interim
451			4-Wire	$0.29		NA	Interim
452			6-Wire	$0.45		NA	Interim

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	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
453		8-Mile		$0.58		NA	Interim
454		DS1/LT1		$0.40		NA	Interim
455		DS3/LT3		$0.70		NA	Interim
456		OC3		$74.32		NA	Interim
457		OC12		$381.72		NA	Interim
458		OC48		$955.38		NA	Interim
459		DS3 C.O. Cross-Connection to Collocation		NA		NA	
460							
461	**Unbundled Tandem Switching**						
462		per minute of use (without Tandem Trunks)		$0.00		NA	
463		Tandem Trunks (DS1) with features		$122.01		NA	Interim
464							
465	**Unbundled Tandem Switching - Nonrecurring Charges**						
466		Service Order		NA		$377.77	Interim
467		Line Connection		NA		$770.83	Interim
468		Service Order - Add/Change		NA		$25.01	Interim
469		Trunk Features		$15.62		NA	
470							
471	**Dedicated Transport**						
472		Entrance Facility					
473		DS1	Zone 1	$66.45		NA	
474			Zone 2	$81.14		NA	
475			Zone 3	$82.07		NA	
476		DS3	Zone 1	$580.77		NA	
477			Zone 2	$646.31		NA	
478			Zone 3	$693.84		NA	
479		OC3	All Zones	$260.95		NA	
480		OC12	All Zones	$464.01		NA	
481		OC48	All Zones	$1,851.95		NA	
482							
483		Interoffice Transport					
484		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	$14.79		NA	
485			Interoffice Mileage - Per Mile - All Zones	$1.64		NA	
486		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$127.75		NA	
487			Interoffice Mileage - Per Mile - All Zones	$21.61		NA	
488		OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$326.14		NA	
489			Interoffice Mileage - Per Mile - All Zones	$206.36		NA	
490		OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	$554.08		NA	
491			Interoffice Mileage - Per Mile - All Zones	$370.49		NA	
492		OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	$1,218.10		NA	
493			Interoffice Mileage - Per Mile - All Zones	$264.08		NA	
494							
495	**Multiplexing**						
496		DS1 to Voice Grade		$279.80		NA	
497		DS3 to DS1		$372.85		NA	
498		OC3	Add/Drop Multiplexing - Per Arrangement	$528.23		NA	
499			Add/Drop Function				
500			- Per DS3 Add or Drop	$101.70		NA	
501			- Per DS1 Add or Drop	$31.40		NA	
502		OC12	Add/Drop Multiplexing - Per Arrangement	$662.17		NA	
503			Add/Drop Function				
504			- Per OC3 Add or Drop	$141.99		NA	
505			- Per DS3 Add or Drop	$30.72		NA	
506		OC48	Add/Drop Multiplexing - Per Arrangement	$695.51		NA	
507			Add/Drop Function				
508			- Per OC12 Add or Drop	$307.63		NA	
509			- Per OC3 Add or Drop	$142.38		NA	
510			- Per DS3 Add or Drop	$48.30		NA	
511							
512	**Dedicated Transport Cross Connects**						
513		DS1		$0.40		NA	
514		DS3		$0.70		NA	
515		OC3		$74.32		NA	
516		OC12		$381.72		NA	
517		OC48		$955.38		NA	
518							
519	Dark Fiber						
520		Interoffice Dark Fiber					
521			Interoffice Inquiry Charge - per request	N/A		$293.78	Interim
522			Interoffice Administration Charge - per order	N/A		$27.27	Interim
523			Interoffice Connection Charge - per strand	N/A		$664.48	Interim
524			Interoffice Mileage Termination - per Fiber per termination	$15.15		N/A	Interim
525			Interoffice Mileage - per fiber per foot	$0.00		N/A	Interim
526			Interoffice Cross Connect - per cross connect	$3.20		N/A	Interim
527		Loop/Sub-Loop Dark Fiber					Interim
528			Loop/Sub-Loop Inquiry Charge - per request	N/A		$78.36	Interim
529			Loop/Sub-Loop Administration Charge - per order	N/A		$27.27	Interim
530			Loop Connection Charge - CO to RT/CEV/HUT, CO to Prem, per strand	N/A		$479.92	Interim
531			Sub-Loop Connection Charge - RT/CEV/HUT to RT/CEV/HUT, RT/CEV/HUT to Prem, per strand	N/A		$497.66	Interim
532			Loop/Sub-Loop Mileage Termination - per fiber per termination	$12.84		N/A	Interim
533			Loop/Sub-Loop Mileage Termination - per fiber per foot	$0.00		N/A	Interim
534			Loop/Sub-Loop Cross Connect	$2.62		N/A	Interim
535							
536	**Digital Cross-Connect System**						
537		DCS Port Charge					
538		DS1		ICB		ICB	
539		DS3		ICB		ICB	
540		DCS Establishment Charge		ICB		ICB	
541		Database Modification Charge		ICB		ICB	
542		Reconfiguration Charge		ICB		ICB	

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NA or N/A -Not Applicable

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
543							
544	Dedicated Transport Network Reconfiguration Service (NRS)						
545			On rates, terms and conditions specified in FCC Tariff No. 2				
546							
547	Dedicated Transport Optional Features & Functions						
548		DS1	Clear Channel Capability - Per 1 544 Mbps Circuit Arranged	NA		$402.26	
549		OC3	1+1 Protection - Per OC3 Entrance Facility	$40.23		NA	
550			1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	$40.23		$2,733.58	
551			1+1 Protection with Route Survivability (1 & 2 below apply)	NA		NA	
552			- (1) Per OC3 Entrance Facility	$40.23		NA	
553			- (2) Per Quarter Route Mile	$47.49		NA	
554		OC12	1+1 Protection - Per OC12 Entrance Facility	$196.99		NA	
555			1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	$196.99		$2,733.58	
556			1+1 Protection with Route Survivability (1 & 2 below apply)	NA		NA	
557			- (1) Per OC12 Entrance Facility	$196.99		NA	Interim
558			- (2) Per Quarter Route Mile	$42.06		NA	Interim
559		OC48	1+1 Protection - Per OC48 Entrance Facility	$826.72		NA	Interim
560			1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	$826.72		$2,733.58	Interim
561			1+1 Protection with Route Survivability (1 & 2 below apply)	NA		NA	
562			- (1) Per OC48 Entrance Facility	$826.72		NA	Interim
563			- (2) Per Quarter Route Mile	$70.75		NA	Interim
564							
565	Dedicated Transport Installation & Rearrangement Charges						
566		DS1	Administration Charge - Per Order	NA		$384.30	
567			Design & Central Office Connection Charge - Per Circuit	NA		$824.17	
568			Carrier Connection Charge - Per Order	NA		$512.19	
569		DS3	Administration Charge - Per Order	NA		$288.28	
570			Design & Central Office Connection Charge - Per Circuit	NA		$663.29	
571			Carrier Connection Charge - Per Order	NA		$351.77	
572		OC3	Administration Charge - Per Order	NA		$118.40	
573			Design & Central Office Connection Charge - Per Circuit	NA		$487.96	
574			Carrier Connection Charge - Per Order	NA		$652.38	
575		OC12	Administration Charge - Per Order	NA		$118.40	
576			Design & Central Office Connection Charge - Per Circuit	NA		$487.96	
577			Carrier Connection Charge - Per Order	NA		$652.38	
578		OC48	Administration Charge - Per Order	NA		$118.40	
579			Design & Central Office Connection Charge - Per Circuit	NA		$487.96	
580			Carrier Connection Charge - Per Order	NA		$652.38	
581							
582	Line Information Database - LIDB			USAGE			
583			Validation Query (Regional STP Access Includes SMS & Sleuth)	$0.015282	(per query)	NA	
584			Query Transport (Regional STP Access Validation)	$0.000019	(per query)	NA	
585			Validation Query (Local STP Access Includes SMS & Sleuth)	$0.015282	(per query)	NA	
586			Query Transport (Local STP Access Validation)	$0.000135	(per query)	NA	
587			Fac.Based-Loca STP Conn LIDB to Other DBs	$0.058736		NA	
588			Non Fac.Based LIDB Validation	$0.015282		NA	
589			Non Fac. Based LIDB Transport	$0.000280		NA	
590			Non Fac. Based LIDB to Other Databases	$0.056890		NA	
591			CNAM Database Query (Regional STP Access Includes SMS)	$0.009000	(per query)	NA	
592			CNAM Database Query (Local STP Access Includes SMS)	$0.009000	(per query)	NA	
593			Service Order Cost	NA		$25.00	
594			Service Establishment Charge	NA		NA	
595							
596	800 Database			USAGE			
597			Toll Free Database Query (Regional STP Access)	$0.001216	(per query)	NA	
598			Call Handing and Destination (Regional STP Access)	$0.000146	(per query)	NA	
599			Toll Free Database Query (Local STP Access)	$0.001340	(per query)	NA	
600			Call Handing and Destination (Local STP Access)	$0.000268	(per query)	NA	
601						NA	
602	Unbundled Local Switching Interconnection					NA	
603			800 DB Call-Routing Query	$0.002313	(per query)	NA	
604			800 DB Routing Options Query	$0.000434	(per query)	NA	
605						NA	
606			*Fac.Based-Local STP Conn-800DB Carrier ID Only*	*$0.001267*		NA	
607			Fac.Based-Local STP Conn-800DB Routing Options	$0.000252		NA	
608			Fac.Based-Reg. STP Conn-800DB Carrier ID Only	$0.001141		NA	
609			Fac.Based-Reg. STP Conn-800DB Routing Options	$0.000137		NA	
610			Non-Fac Based-800DB Call Routing Query	$0.002170		NA	
611			Non-Fac Based-800DB Routing Options	$0.000407		NA	
612							
613	Service Provider Number Portability Cost Study						
614			Ported Number with 4 Addt'l Paths - Res	$3.25		$3.33	
615			Ported Number with 10 Addt'l Paths - Bus	$4.66		$4.75	
616			Additional Paths - 1 - 5	$0.07		$0.07	
617			Additional Paths - 6 - 90	$0.40		$0.41	
618			Ported Number with 20 Addt'l Paths	$4.35		$4.45	
619			Additional Paths - 21 - 90	$0.40		$0.41	
620			Service Order			$67.28	
621			CO Connection per Ported Number			$16.48	
622			CO Connection for Subsequent Addt'l Paths			$9.18	
623							
624	Service Provider Number Portability ISDN1 Service - Monthly Recurring Charges						
625			Monthly Cost per Voice Grade Channel Termination	$17.49		NA	
626			Monthly Cost per DS1 Channel Termination	$119.95		NA	
627			Monthly Cost per Ported Number	$0.03		NA	
628			Monthly Memory Cost Per Office	NA		NA	
629			*VG Transport Charge (PBX Grd Start)*	NA		NA	
630			Rate Zone B	$6.07		NA	
631			Rate Zone C	$8.50		NA	
632			Rate Zone D	$10.02		NA	

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	A	B	C	D	E	F	G
1							
2	CHIO			RECURRING		NON-REC.	Interim
3				Monthly			
633			Service Coord. Fee per account, per CO	$0.48		NA	
634							
635			Service Provider Number Portability (SPNP) Service - Nonrecurring Charges				
636			Nonrecurring Cost per Voice Grade Channel Termination	NA		$29.83	
637			Nonrecurring Cost per DS1 Channel Termination	NA		$350.11	
638			Nonrecurring Cost per Ported Number	NA		$4.11	
639			Service Ordering per Occasion	NA		$108.14	
640			Service Establishment per Trunk Group	NA		$59.17	
641			Service Rearrangement	NA		$27.82	
642							
643	SS7						
644			SS7 Links - Cross Connects				
645			STP to Collocators Cage - DS0	See Dedicated Transport			
646			STP to Collocators Cage- DS1	See Dedicated Transport			
647			STP to SWBT MDF - DS0	See Dedicated Transport			
648			STP to SWBT DSX Frame-DS1	See Dedicated Transport			
649							
650			SS7 Links				
651			STP Access Connection - 1.544 Mbps	See Dedicated Transport			
652			STP Access Link - 56 Kbps	See Dedicated Transport			
653							
654			STP Port	$284.02		$824.48	
655							
656			SS7 Signalling	USAGE			
657			Signal Switching/IAM msg	$0.000135		NA	
658			Signal Transport/IAM msg	$0.000080		NA	
659			Signal Formulation/IAM msg	$0.000160		NA	
660			Signal Tandem Switching/IAM msg	$0.000233		NA	
661			Signal Switching/ISUP msg	$0.000127		NA	
662			Signal Transport/ISUP msg	$0.000047		NA	
663			Signal Formulation/ISUP msg	$0.000150		NA	
664			Signal Tandem Switching/ISUP msg	$0.000219		NA	
665			Signal Switching/TCAP msg	$0.000113		NA	
666			Signal Transport/TCAP msg	$0.000031		NA	
667			Signal Formulation/TCAP msg	$0.000124		NA	
668			Point Code Addition	N/A		$22.71	
669			Global Title Translation Addition	N/A		$12.22	
670			Record	NA		NA	
671			Disconnect	NA		NA	
672							
673			Unbundled Switch Port - Vertical Features				
674			Analog Line Port Features (per feature per port):				
675			Call Waiting	NA		NA	
676			Call Forwarding Variable	NA		NA	
677			Call Forwarding Busy Line	NA		NA	
678			Call Forwarding Don't Answer	NA		NA	
679			Three-Way Calling	NA		NA	
680			Speed Calling - 8	NA		NA	
681			Speed Calling - 30	NA		NA	
682			Auto Callback/Auto Redial	NA		NA	
683			Distinctive Ring/Priority Call	NA		NA	
684			Selective Call Rejection/Call Blocker	NA		NA	
685			Auto Recall/Call Return	NA		NA	
686			Selective Call Forwarding	NA		NA	
687			Calling Number Delivery	NA		NA	
688			Calling Name Delivery	NA		NA	
689			Calling Number/Name Blocking	NA		NA	
690			Remote Access to Call Forwarding (RACF)	NA		NA	
691							
692			Analog Line Port Features:				
693			Personalized Ring (per arrangement per port)	NA		NA	
694			Hunting Arrangement (per arrangement)	NA		NA	
695							
696			ISDN BRI Port Features (per B Channel, unless noted)				
697			CSV/CSD per ISDN BRI port (required/provided)	NA		NA	
698							
699			Basic Centrex Electonic Key Line (EKL) Features				
700			Basic EKL provides:	NA		NA	
701			Bridged Call Exclusion	NA		NA	
702			Bridging	NA		NA	
703			Call Forwarding Don't Answer	NA		NA	
704			Call Forwarding Interface Busy	NA		NA	
705			Call Forwarding Variable	NA		NA	
706			Message Waiting Indicator	NA		NA	
707			Speed Call (Long)	NA		NA	
708			Speed Call (Short)	NA		NA	
709			Three-way Conference Calling	NA		NA	
710							
711			Call Appearance Call Handling (CACH) EKL				
712			CACH EKL includes:	NA		NA	
713			Additional Call Offering (inherent)	NA		NA	
714			Bridged Call Exclusion	NA		NA	
715			Bridging	NA		NA	
716			Call Forwarding Don't Answer	NA		NA	
717			Call Forwarding Interface Busy	NA		NA	
718			Call Forwarding Variable	NA		NA	
719			Intercom	NA		NA	
720			Key System Coverage for Analog Lines	NA		NA	
721			Message Waiting Indicator	NA		NA	
722			Speed Call (Long)	NA		NA	

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ICB -Individal Case Basis
NA or N/A -Not Applicable

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
723			Speed Call (Short)	NA		NA	
724			Three-way Conference Calling	NA		NA	
725							
726			Basic Individual features	NA		NA	
727			Additional Call Offering	NA		NA	
728			Call Forwarding Don't Answer	NA		NA	
729			Call Forwarding Interface Busy	NA		NA	
730			Call Forwarding Variable	NA		NA	
731			Calling Number Delivery	NA		NA	
732			Hunt Group for CSD	NA		NA	
733			Hunt Group for CSV	NA		NA	
734			Message Waiting Indicator	NA		NA	
735			Secondary Only Telephone Number	NA		NA	
736			Three Way Conference Calling	NA		NA	
737							
738	ISDN PRI Port Features						
739			Backup D Channel	NA		NA	
740			Calling Number Delivery	NA		NA	
741			Dynamic Channel Allocation	NA		NA	
742			DID #s - Analog DID Trunk Port Features	$0.01		NA	
743							
744	Analog Trunk Port Features (per feature per port)						
745	DID #s - per telephone number			$0.01		NA	
746							
747	DS1 Digital Trunk Port Features (per feature per port)						
748	DID #s - Analog DID Trunk Port Features			$0.01		NA	
749							
750	Unbundled Centrex System Options						
751			System Initial Establishment per Serving Office - Analog Only	NA		$486.73	
752			System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		$486.73	
753			System Initial Establishment per Serving Office - ISDN BRI Only	NA		$486.73	
754			System Subsequent Change per Serving Office - Analog only system	NA		$68.07	
755			System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA		$68.07	
756			System Subsequent Change per Serving Office - ISDN BRI only system	NA		$68.07	
757							
758	Unbundled Centrex System Options						
759			Centrex Common Block Establishment, per Serving Office	NA		$484.11	
760			Centrex System Features,	$305.52		NA	
761			Centrex System Feature Activation, per Occasion	NA		$260.86	
762			Centrex Change and Rearrange, per System Feature, per Occasion	NA		$67.71	
763							
764	Analog Line Port (ALP) Features for Unbundled Centrex						
765	System feature initialization per Centrex Common Block			NA		$262.24	
766							
767	System Features (per Centrex Common Block):			$307.14		NA	
768			Automatic Callback Calling/Business Group Callback	NA		NA	
769			Call Forwarding Variable/Business Group Call Forwarding Variable	NA		NA	
770			Call Forwarding Busy Line	NA		NA	
771			Call Forwarding Don't Answer	NA		NA	
772			Call Hold	NA		NA	
773			Call Pickup	NA		NA	
774			Call Transfer - All Calls	NA		NA	
775			Call Waiting - Intragroup/Business Group Call Waiting	NA		NA	
776			Call Waiting - Originating	NA		NA	
777			Call Waiting - Terminating	NA		NA	
778			Class of Service Restriction - Fully Restricted	NA		NA	
779			Class of Service Restriction - Semi Restricted	NA		NA	
780			Class of Service Restriction - Toll Restricted	NA		NA	
781			Consultation Hold	NA		NA	
782			Dial Call Waiting	NA		NA	
783			Directed Call Pickup - Non Barge In	NA		NA	
784			Directed Call Pickup - With Barge In	NA		NA	
785			Distinctive Ringing and Call Waiting Tone	NA		NA	
786			Hunting Arrangement - Basic	NA		NA	
787			Hunting Arrangement - Circular	NA		NA	
788			Speed Calling Personal (short list)	NA		NA	
789			Three Way Calling	NA		NA	
790							
791	ISDN BRI Port Features for Unbundled Centrex						
792	Circuit Switched Voice (CSV)/(CSD) per BRI			NA		NA	
793							
794	Standard feature initialization per Centrex System			$307.14		NA	
795			Individual features (per feature per B Channel)	NA		NA	
796			Additional Call Offering for CSV	NA		NA	
797			Automatic Callback Calling	NA		NA	
798			Call Forwarding Busy Line	NA		NA	
799			Call Forwarding Don't Answer	NA		NA	
800			Call Forwarding Variable	NA		NA	
801			Call Hold	NA		NA	
802			Call Pickup	NA		NA	
803			Call Transfer - All Calls	NA		NA	
804			Class of Service Restriction - Fully Restricted	NA		NA	
805			Class of Service Restriction - Semi Restricted	NA		NA	
806			Class of Service Restriction - Toll Restricted	NA		NA	
807			Consultation Hold	NA		NA	
808			Dial Call Waiting	NA		NA	
809			Directed Call Pickup - Non Barge In	NA		NA	
810			Directed Call Pickup - With Barge In	NA		NA	
811			Distinctive Ringing	NA		NA	
812			Hunting Arrangement - Basic	NA		NA	
813			Hunting Arrangement - Circular	NA		NA	

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

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
814			Speed Calling Personal (short list)	NA		NA	
815			Three Way Calling	NA		NA	
816			Custom Access Treatment Code (TX only)	NA		NA	
817			Denied Origination (TX only)	NA		NA	
818			Denied Termination (TX only)	NA		NA	
819			Intercom Dialing (TX only)	NA		NA	
820							
821	* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.						
822							
823	RESALE						
824				RESALE DISCOUNTS			
825			BUSINESS	RECURRING	NON-RECURRING		
826			LOCAL EXCHANGE SERVICE				
827			Business 1 Party	20.28%	20.28%	NA	
828			Business - Measured	20.28%	20.28%	NA	
829			Customer Operated Pay Telephone (COPT)	20.28%	20.28%	NA	
830							
831			EXPANDED LOCAL CALLING				
832			Extended Area Service	20.28%	20.28%	NA	
833							
834			VERTICAL SERVICES				
835			Anonymous Call Rejection	20.28%	20.28%	NA	
836			Repeat Dialing (Auto Redial)	20.28%	20.28%	NA	
837			Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	20.28%	20.28%	NA	
838			Call Blocker	20.28%	20.28%	NA	
839			Call Forwarding	20.28%	20.28%	NA	
840			Call Forwarding - Busy Line	20.28%	20.28%	NA	
841			Call Forwarding - Busy Line/Don't Answer	20.28%	20.28%	NA	
842			Call Forwarding - Don't Answer	20.28%	20.28%	NA	
843			Automatic CallBack (Call Return)	20.28%	20.28%	NA	
844			Automatic CallBack-Per Use (Call Return - Usage Sensitive)	20.28%	20.28%	NA	
845			Call Trace	20.28%	20.28%	NA	
846			Call Waiting	20.28%	20.28%	NA	
847			Caller ID WithName (Calling Name)	20.28%	20.28%	NA	
848			Caller ID (Calling Number)	20.28%	20.28%	NA	
849			MultiRing Service -1 (Personalized Ring -1 Dependent Number)	20.28%	20.28%	NA	
850			MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	20.28%	20.28%	NA	
851			Remote Access to Call Forwarding (Grandfathered)	0.00%	0.00%	NA	
852			Selective Call Forwarding	0.00%	0.00%	NA	
853			Multi-Path Call Forwarding (Simultaneous Call Forwarding)	20.28%	20.28%	NA	
854			Remote Call Forwarding-Per Feature	20.28%	20.28%	NA	
855			RCF, Interstate, Interexchange	20.28%	20.28%	NA	
856			RCF, Intrastate	20.28%	20.28%	NA	
857			RCF, Interstate, International	20.28%	20.28%	NA	
858			RCF, Intrastate, Interexchange	20.28%	20.28%	NA	
859			RCF to 800	20.28%	20.28%	NA	
860			RCF Additional	20.28%	20.28%	NA	
861			Speed Calling 8	20.28%	20.28%	NA	
862			Speed Calling 30	20.28%	20.28%	NA	
863			Three Way Calling	20.28%	20.28%	NA	
864			Call Screening	20.28%	20.28%	NA	
865			Busy Line Transfer	20.28%	20.28%	NA	
866			Alternate Answer	20.28%	20.28%	NA	
867			Message Waiting - Tone	20.28%	20.28%	NA	
868			Easy Call	20.28%	20.28%	NA	
869			Prime Number Service	20.28%	20.28%	NA	
870			AMERITECH Privacy Manager	20.28%	20.28%	NA	
871			Name and Number Delivery Service	20.28%	20.28%	NA	
872							
873			DID				
874			DID	20.28%	20.28%	NA	
875							
876			TRUNKS				
877			Trunk	20.28%	20.28%	NA	
878							
879			AIN				
880			Area Wide Networking	20.28%	20.28%	NA	
881			Emergency Referral Message Service (Disaster Routing Service)	20.28%	20.28%	NA	
882							
883			OTHER				
884			Grandfathered Services	0.00%	0.00%	NA	
885			Promotions (Greater than 90 days)	20.28%	20.28%	NA	
886			TouchTone (Business)	20.28%	20.28%	NA	
887			TouchTone (Trunk)	20.28%	20.28%	NA	
888							
889			ISDN				
890			ISDN	20.28%	20.28%	NA	
891							
892			DIRECTORY ASSISTANCE SERVICES	20.28%	20.28%	NA	
893			Local Operator Assistance Service	20.28%	20.28%	NA	
894							
895			TOLL				
896			TOLL	20.28%	20.28%	NA	
897							
898			OPTIONAL TOLL CALLING PLANS				
899			Optional Toll Calling Plans	20.28%	20.28%	NA	
900							
901			CENTREX (PLEXAR)				
902			CENTREX ACS	20.28%	20.28%	NA	
903			CENTREX ACS Ameritech CENTREX Network Manager	0.00%	0.00%	NA	

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

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
904							
905			PRIVATE LINE				
906			Analog Private Lines	20.29%	20.29%	NA	
907			Private Line Channel Services	20.29%	20.29%	NA	
908							
909			RESIDENCE	RESALE DISCOUNTS			
910			LOCAL EXCHANGE SERVICE	RECURRING	NON-RECURRING		
911			Life Line	0.00%	0.00%	NA	
912			Residence 1 Party	20.29%	20.29%	NA	
913			Residence Measured	20.29%	20.29%	NA	
914							
915			EXPANDED LOCAL CALLING				
916			Extended Area Service	20.29%	20.29%	NA	
917							
918			VERTICAL SERVICES				
919			Anonymous Call Rejection	20.29%	20.29%	NA	
920			Repeat Dialing (Auto Redial)	20.29%	20.29%	NA	
921			Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	20.29%	20.29%	NA	
922			Call Blocker	20.29%	20.29%	NA	
923			Call Forwarding	20.29%	20.29%	NA	
924			Call Forwarding - Busy Line	20.29%	20.29%	NA	
925			Call Forwarding - Busy Line/Don't Answer	20.29%	20.29%	NA	
926			Call Forwarding - Don't Answer	20.29%	20.29%	NA	
927			Automatic Call-Back (Call Return)	20.29%	20.29%	NA	
928			Automatic Call-Back Per Use (Call Return - Usage Sensitive)	20.29%	20.29%	NA	
929			Call Trace	20.29%	20.29%	NA	
930			Call Waiting	20.29%	20.29%	NA	
931			Caller ID with Name (Calling Name)	20.29%	20.29%	NA	
932			Caller ID (Calling Number)	20.29%	20.29%	NA	
933			Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	20.29%	20.29%	NA	
934			Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	20.29%	20.29%	NA	
935			Remote Access to Call Forwarding (GF)	0.00%	0.00%	NA	
936			RCF, Interstate, Interexchange	20.29%	20.29%	NA	
937			RCF, Intrastate	20.29%	20.29%	NA	
938			RCF, Interstate, International	20.29%	20.29%	NA	
939			RCF, Intrastate, Interexchange	20.29%	20.29%	NA	
940			RCF to 800	20.29%	20.29%	NA	
941			RCF Additional	20.29%	20.29%	NA	
942			Selective Call Forwarding	20.29%	20.29%	NA	
943			Speed Calling 8	20.29%	20.29%	NA	
944			Three Way Calling	20.29%	20.29%	NA	
945			Call Screening	20.29%	20.29%	NA	
946			Busy Line Transfer	20.29%	20.29%	NA	
947			Alternate Answer	20.29%	20.29%	NA	
948			Message Waiting - Tone	20.29%	20.29%	NA	
949			Easy Call	20.29%	20.29%	NA	
950			AMERITECH Privacy Manager	20.29%	20.29%	NA	
951			Name and Number Delivery Service	20.29%	20.29%	NA	
952							
953			ISDN				
954			ISDN	20.29%	20.29%	NA	
955							
956			*OTHER (Resale)*				
957			DIRECTORY ASSISTANCE SERVICES	20.29%	20.29%	NA	
958			Local Operator Assistance Service	20.29%	20.29%	NA	
959							
960			OTHER				
961							
962			Grandfathered Services	0.00%	0.00%	NA	
963			Promotions (Greater than 90 Days)	20.29%	20.29%	NA	
964			TouchTone	20.29%	20.29%	NA	
965			Home Services Packages	20.29%	20.29%	NA	
966							
967			TOLL				
968							
969			Custom and Dedicated 800 Service (Home 800)	20.29%	20.29%	NA	
970			IntraLATA MTS	20.29%	20.29%	NA	
971			900/976 Call Blocking (900/976 Call Restriction)	0%	0%	NA	
972			976 (976 Information Delivery Service)	0%	0%	NA	
973			Access Services (See Access Tariff)	0%	0%	NA	
974			Additional Directory Listings	20.29%	20.29%	NA	
975			Carrier Disconnect Service (Company Initiated Suspension Service)	0%	0%	NA	
976			Connection Services	20.29%	20.29%	NA	
977			Premise Services/Line Backer (Maintenance of Service Charges)	0%	0%	NA	
978			Shared Tenant Service	0%	0%	NA	
979			Toll Restriction	20.29%	20.29%	NA	
980							
981			Electronic Billing Information Data (daily usage)	$0.00	N/A	NA	
982			per message				
983							
984			Local disconnect Report (LDR)				
985			Per WTN	$0.00	N/A	NA	
986							
987			Line Connection Charge				
988			Complex (Residence)	NA	N/A	NA	
989			Complex (Business)	NA	N/A	NA	
990			Simple (Residence)	NA	N/A	NA	
991			Simple (Business)	NA	N/A	NA	
992							
993			Service Order/Service Request Charge				

Attachment 1

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

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
994			Complex (Residence)	NA	$14.07	NA	
995			Complex (Business)	NA	$12.63	NA	
996			Simple (Residence)	NA	$14.07	NA	
997			Simple (Business)	NA	$20.33	NA	
998							
999			Non-Electronic (Manual) Service Order Charge				
1000			Complex (Residence)	NA	$9.02	NA	
1001			Complex (Business)	NA	$9.02	NA	
1002			Simple (Residence)	NA	$9.02	NA	
1003			Simple (Business)	NA	$9.02	NA	
1004							
1005		OTHER					
1006							
1007			Directory Assistance				
1008			Directory Assistance, per occurrence	$0.30		NA	
1009			Directory Assistance Call Completion (DACC)	$0.15		NA	
1010			Directory Assistance (Non or Custom Branded)	$0.33404		$296.97	
1011			National Directory Assistance, per occurrence	$0.35		NA	
1012							
1013			DA Listings				
1014			DA Listing Liscense				
1015			Option #1 Full File (all states) Non-Billable Release (no query charges)				
1016			- per listing for initial load	NA		$0.04	
1017			- per listing for subsequent updates	NA		$0.06	
1018			Option #2 Full File (all states) Billable Release				
1019			- per listing for initial load	NA		$0.02	
1020			- per listing for subsequent updates	NA		$0.03	
1021			- per usage/query	NA		$0.02	
1022			Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
1023			- per listing for initial load	NA		$0.06	
1024			- per listing for subsequent updates	NA		$0.06	
1025			Option #4 Pick & Choose (by state) Billable Release				
1026			- per listing for initial load	NA		$0.02	
1027			- per listing for subsequent updates	NA		$0.03	
1028			- per usage/query	NA		$0.02	
1029							
1030			Operator Services				
1031			Fully Automated Call Processing, per occurrence	$0.15		NA	
1032			Operator Assisted Call Processing, per work second	$0.02		NA	
1033							
1034			Operator Service - Mech. Occurance Auto/AABS	$0.02335		NA	
1035			Operator Service - Manual Occurance	$0.33704		NA	
1036							
1037			Busy Line Verify	$0.65215		NA	
1038			Busy Line Interrupt	$0.75794		NA	
1039							
1040			Rate Inquiry For Non-published Numbers	$0.00		NA	
1041							
1042			Ancillary Message Billing Compensation (Per Message)	$0.03		NA	
1043							
1044			Rate References/Branding				
1045			Initial Load	NA		$2,200.00	
1046			Subsequent Load	NA		$1,000.00	
1047							
1048			Branding - Facility Based	NA		$800.00	
1049			- Branding, per trunk group				
1050							
1051			OS/DA Branding Per Switch [Initial and Subsequent Loads]	NA		$1,800.00	
1052			Branding Per Call	$0.25		NA	
1053							
1054			Structure Access - Poles & Ducts	Annually			
1055			Per Pole attachment	$2.52		NA	
1056			Per Foot of Innerduct	$0.37		NA	
1057			Per Duct Attachment	$0.74		NA	
1058			Application fee	NA		$200.00	
1059							
1060			Emergency Number Service Access (E911)				
1061			911 Selective Router Interconnection				
1062			-Digital DS1 Interface	$336.44		$759.98	Interim
1063			-Each DS0 Installed	N/A		$364.89	Interim
1064			-Analog Channel Interface	$28.72		$436.62	Interim
1065			ANI/ALI/SR and Database Management				Interim
1066			- Per 100 records, rounded up to nearest 100	$107.18		$21.54	Interim
1067			911 Selective Router Switch Administration				Interim
1068			-Per Selective Router	$5.56		$2,645.15	Interim
1069			Exchange Service				Interim
1070			Additional (optional) E911 exchange line terminating to PSAP	$137.80		$1,000.20	Interim
1071			Service				Interim
1072			Automatic number identification, per 1000 main stations served*	$86.20		$385.30	Interim
1073			Selective routing, per 1000 main stations served*	$82.30		$4,808.85	Interim
1074			Combined automatic number identification and selective routing,				Interim
1075			per 1000 main stations served*	$103.85		$4,200.45	Interim
1076			Combined automatic number and location identification,				Interim
1077			per 1000 main stations served*	$107.30		$3,836.90	Interim
1078			Combined automatic number and location identification and				Interim
1079			Selective routing, per 1000 main stations served*	$117.85		$5,486.05	Interim
1080							
1081			*Rounded to nearest 1000 main and equivalent main telephones				
1082			(excluding all types of WATS termination) This count is based upon				
1083			the maximum number of the above stated main telephones in service				

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

	A	B	C	D	E	F	G
1				RECURRING		NON-REC.	Interim
2	OHIO			Monthly			
3							
1084			at the time service is established. This count will be updated on				
1085			December 31 annually with appropriate adjustments to customer				
1086			billing				
1087							
1088		County Rate List					
1089			Adams	$0.12		NA	
1090			Athens	$0.12		NA	
1091			Belmont	$0.12		NA	
1092			Brown	$0.12		NA	
1093			Butler	$0.12		NA	
1094			Carroll	NA		NA	
1095			Champaign	$0.12		NA	
1096			Clark	$0.12		NA	
1097			Clinton	$0.12		NA	
1098			Columbiana	NA		NA	
1099			Coshocton	$0.12		NA	
1100			Cuyahoga	$0.12		NA	
1101			Delaware	$0.12		NA	
1102			Erie	$0.12		NA	
1103			Fairfield	$0.12		NA	
1104			Fayette	$0.12		NA	
1105			Franklin	$0.12		NA	
1106			Gallia	$0.12		NA	
1107			Geauga	$0.12		NA	
1108			Greene	$0.12		NA	
1109			Guernsey	$0.12		NA	
1110			Hancock	NA		NA	
1111			Harrison	$0.12		NA	
1112			Highland	$0.12		NA	
1113			Hocking	$0.12		NA	
1114			Jefferson	$0.12		NA	
1115			Lake	$0.12		NA	
1116			Lawrence	$0.12		NA	
1117			Licking	$0.12		NA	
1118			Lorain	$0.12		NA	
1119			Lucas	$0.12		NA	
1120			Madison	$0.12		NA	
1121			Mahoning	$0.12		NA	
1122			Medina	$0.12		NA	
1123			Miami	NA		NA	
1124			Monroe	$0.12		NA	
1125			Montgomery	NA		NA	
1126			Morgan	$0.12		NA	
1127			Muskingum	NA		NA	
1128			Noble	$0.12		NA	
1129			Ottawa	$0.12		NA	
1130			Perry	$0.12		NA	
1131			Pickaway	$0.12		NA	
1132			Portage	$0.12		NA	
1133			Preble	$0.12		NA	
1134			Ross	$0.12		NA	
1135			Sandusky	$0.12		NA	
1136			Scioto	$0.12		NA	
1137			Seneca	$0.12		NA	
1138			Shelby	$0.12		NA	
1139			Stark	$0.12		NA	
1140			Summit	$0.12		NA	
1141			Trumbull	$0.12		NA	
1142			Tuscarawas	$0.12		NA	
1143			Union	$0.12		NA	
1144			Warren	NA		NA	
1145			Washington	$0.12		NA	
1146			Wayne	$0.12		NA	
1147			Wood	$0.12		NA	
1148			Wyandot				
1149							
1150		Time and Material		$26.00		NA	
1151			First 15 minutes	$10.00		NA	
1152			Each additional 15 minutes				
1153							
1154	RECIPROCAL COMPENSATION						
1155							
1156		Tandem Switching		$0.000623		NA	
1157			per minute of use				
1158							
1159		Tandem Transport		$0.000148		NA	
1160			Termination per Minute of Use (Statewide)	$0.000008		NA	
1161			Facility per Minute, per Mile (Statewide)				
1162							
1163		Local End Office Termination		$0.003600		NA	
1164			Per Originating or Terminating MOU (Statewide)				
1165				$0.004432		NA	
1166			Combined End Office/Tandem Switching, Tandem Transport/Termination & Tandem Facility, Local End Office Termination				
1167							
1168	TRANSIT SERVICE						
1169							
1170		Tandem Switching				NA	
1171			per minute of use				
1172			Zone 1	$0.001096			
1173			Zone 2	$0.001131			

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

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
1174			Zone 3	$0.001135			
1175			Zone 4	$0.001266			
1176			Zone 5	$0.001819			
1177							
1178		Tandem Switched Termination				NA	
1179			per minute of use				
1180			Zone 1 through 5	$0.000144			
1181							
1182		Tandem Switched Facility				NA	
1183			per minute of use/per mile				
1184			Zone 1 through 5	$0.000022			
1185							
1186	COLLOCATION						
1187		Applicable to Caged Physical Collocation Only					
1188			Order Charge/Connect Order	NA		$410.45	Interim
1189			Order Charge/Disconnect Order	NA		$10.15	Interim
1190			COBO per initial bay	$403.13		NA	Interim
1191			COBO ea addl bay	$87.56		NA	Interim
1192			CO Floor Space/bay	$32.84		NA	Interim
1193							
1194			COBO per initial Large bay	NA		$16,821.88	Interim
1195			50%	NA		$8,310.84	Interim
1196			25%	NA		$4,155.42	Interim
1197			COBO ea addl Large bay	NA		$4,252.88	Interim
1198			50%	NA		$2,126.50	Interim
1199			25%	NA		$1,063.26	Interim
1200			Order Charge/Connect Order	NA		$410.45	Interim
1201			CO Floor Space/Large bay	$86.88		NA	Interim
1202							
1203		Applicable to Caged Physical Collocation Only					
1204			Order Charge per Connect Order	NA		$263.54	
1205			Order Charge/Disconnect order	NA		$75.46	
1206			COBO per initial 100 sqft	$888.48		NA	
1207			COBO ea addl 100 sqft	$264.91		NA	
1208			Enclosure 1st 100 sqft	$80.38		NA	
1209			enclosure ea addl 100 sqft	$23.86		NA	
1210			CO floor space/100 sqft	$480.58		NA	
1211							
1212		Applicable to Shared Cage Physical Collocation Only					
1213			Order Charge per Connect Order	NA		$561.45	Interim
1214			Order Charge/Disconnect order	NA		$10.15	Interim
1215			COBO per initial 50 sqft	$633.44		NA	Interim
1216			COBO ea addl 50 sqft	$194.26		NA	Interim
1217			Enclosure 1st 50 sqft	$47.79		NA	Interim
1218			enclosure ea addl 50 sqft	$21.87		NA	Interim
1219			CO floor space/50 sqft	$303.08		NA	Interim
1220							
1221		Applicable to All Physical Collocation Offerings					
1222			Cable Pulling Ca Vault to Node -1st ft	NA		$85.00	
1223			Cable pulling Ca Vault to Node -ea addl ft	NA		$0.86	
1224			Power Delivery/Power feed	NA		$1,798.94	
1225			Space Reservation	NA		$732.36	
1226			Entrance Conduit/innerduct/ft	$0.07		N/A	
1227			Passive bay Term (bay&Panel)/DS1 term	$0.54		N/A	
1228			Passive bay Term (bay&Panel)/DS3 term	$6.76		N/A	
1229			200 Conductor Block (outside node)	$56.65		N/A	
1230			Digital Timing Source/synch signal provided	$11.88		N/A	
1231			DS1 repeater	$5.52		N/A	
1232			DS3 repeater	$32.03		N/A	
1233			Security Photo ID card/card	NA		$10.02	
1234			Riser space/ft	$1.08		N/A	
1235			Cancellation Charge	NA		$73.24	
1236							
1237		Applicable to All Physical & Virtual Collocation Offerings					
1238			Cable Vault Splicing - per initial	NA		$209.74	
1239			Cable Vault Splicing - per subsequent	NA		$15.38	
1240			Splice Testing - per initial	NA		$48.18	
1241			Splice Testing - per subsequent	NA		$2.83	
1242			Cable Pulling MH to Cable Vault-1st ft	NA		$227.79	
1243			Cable Pulling MH to Cable Vault-ea addl ft	NA		$1.14	
1244			Diverse Riser/ft traversed	NA		$474.44	
1245			Power Consumption/Fuse Amp	$6.76		N/A	
1246			Power Mamt Billing/Customer Arrgt	NA		N/A	Interim
1247			Power Consumption/KWH	NA		N/A	Interim
1248			Power Mamt/Customer Arrgt	NA		N/A	Interim
1249			Power Mamt Engrg Charge/Existing Arrgt	NA		N/A	Interim
1250			200 Conductor Electrical Cross Connect Block	$56.65		NA	
1251			Digital Cross-Connect Panel(DSX3)/DS3 term	$14.11		NA	
1252			Digital Cross-Connect Panel(DSX1)/DS1 panel	$41.18		NA	
1253			Optical Cross-Conn panel/OCX Panel segment	$5.41		NA	
1254							
1255		Applicable to Virtual Collocation Only					
1256			Service Order	NA		$115.61	
1257			Cable Pulling-Vault to LGX Panel- 1st ft	NA		$85.00	
1258			Cable Pulling-Vault to LGX Panel- ea addl ft	NA		$0.86	
1259			Proj Mgmt Fee - initial 7' bay	NA		$2,928.47	
1260			Proj Mgmt Fee - ea subs 7' bay	NA		$1,464.74	
1261			Proj Mgmt Fee - initial shelf	NA		$2,197.10	
1262			Proj Mgmt Fee - ea addl shelf	NA		$1,318.26	
1263			Proj Mgmt Fee - per rearrangement	NA		$1,757.68	
1264			Power Delivery/7' Bay	NA		$1,798.94	

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

	A	B	C	D	E	F	G
1							
2	OHIO			RECURRING		NON-REC.	Interim
3				Monthly			
1265			Thru Connect per DSX1 to DSX1	$0.21		$6.88	
1266			Thru Connect per OCX to OCX	$1.61		$6.88	
1267			7' bay (Co. provided/installed)/bay	$25.48		$497.84	
1268			7' bay (cust provided/installed)/bay	$21.88		NA	
1269			Riser Space/floor termination	$1.41		NA	
1270			Digital Timing Source/timing ckt	$2.38		NA	
1271			Entrance Facility/ft	$0.07		NA	
1272			Riser space/ft	$0.24		NA	
1273							
1274		Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)					
1275			Cable Racking/ft	$1.34		NA	Interim
1276			Project Mgmt Fee	NA		$1,066.44	Interim
1277							
1278		Premises Report					
1279			Premises Report	NA		T&M	
1280							
1281			Note: T & M - Time and Materials				
1282							
1283	Advanced Intelligent Network (AIN)						
1284		Service Creation Environment (SEC) - Co. Prov'd Consult, Design, etc.		NA		$103.04	Interim
1285		SCE Equip Usage (Company Eq.)/ per hr		NA		$236.78	Interim
1286		Co. Prov'd Svc Logic Testing/ per hr		NA		$103.04	Interim
1287		Co. Req'd - SMS Svc Creation/ per hr		NA		$103.04	Interim
1288		Co. Req'd - Platform Access Logic Modif'n/ per hr		NA		$103.04	Interim
1289		Co. Req'd - SMS Svc Integration Test'g/ per hr		NA		$103.04	Interim
1290		Co. Req'd - Network Implementtion/ per hr		NA		$93.88	Interim
1291		Co. Req'd - Field Testing/ per hr		NA		$93.86	Interim
1292		Service Management System (SMS) - Initial Setup/ per hr		NA		$84.32	Interim
1293		SMS Secure ID Setup/Card/ per yr		$72.32		NA	Interim
1294		SMS Interactive Access - BFR Basis Only		NA		NA	
1295		Service Control Point (SCP) Database Storage/MB/ per mo		$0.415360		NA	Interim
1296		SMS Database Storage/MB/ per mo		$0.207864		NA	Interim
1297		Signalling Ntwk Control Center (SNCC)/ per hour		NA		$57.38	Interim
1298		Centralized Transmission Group (CTG) per hour		NA		$93.86	Interim
1299		Network Management Center (NMC)/ per hour		NA		$81.03	Interim
1300		Test (Existing Services with CLEC SSP)		NA		$93.86	Interim
1301		Advanced Intelligent Network (AIN) Announcement per Time Slot/ per mo.		$25.80			Interim
1302	Existing Services: Cost per Query						Interim
1303		Conn @ Loc-EO Cost/Query - Alternate Routing		NA		$0.0031200	Interim
1304		Conn @ Loc-EO Cost/Query - AWN/AVN		NA		$0.0074830	Interim
1305		Conn @ Loc EO - Cost/Query - Ameritech Call Control (ACC)		NA		$0.0042760	Interim
1306		Conn @ Loc EO - Cost/Query - Prim Nmbr		NA		$0.0084560	Interim
1307		Conn @ Loc STP - Cost/Query - Alt'r Routing		NA		$0.0028450	Interim
1308		Conn @ Loc STP - Cost/Query - AWN/AVN		NA		$0.0071190	Interim
1309		Conn @ Loc STP - Cost/Query - Ameritech Call Control (ACC)		NA		$0.0040450	Interim
1310		Conn @ Loc STP - Cost/Query - Prime Number		NA		$0.0061950	Interim
1311	New Services: Cost per Query						Interim
1312		Conn @ Loc EO-Cost/Query - Basic TR1188 Conv. To New Svc w/o EDB		NA		$0.0015730	Interim
1313		Conn @ Loc EO-Cost/Query - Basic TR1188 Conv. To New Svc w/ EDB		NA		$0.0081870	Interim
1314		Conn @ Loc STP-Cost Query - Basic TR1188 Conv. To New Svc w/o EDB		NA		$0.0060370	Interim
1315		Conn @ Loc STP-Cost Query - Basic TR1188 Conv. To New Svc w/ EDB		NA		$0.0078620	Interim
1316							
1317	Unbundled Network Element Combinations						
1318		UNE - Platform (UNE-P) - Business New Installation		Rates for Applicable Element Shall Apply		$33.88	
1319		UNE - Platform (UNE-P) - Residential New Installation		Rates for Applicable Element Shall Apply		$33.88	Interim
1320							
1321	Unbundled Network Element Combinations Migration Charges						
1322		Basic Line Port		NA		$0.74	Interim
1323		Ground Start Port		NA		$0.74	Interim
1324		ISDN Direct Port		NA		$0.74	Interim
1325		DID Trunk Port		NA		$0.74	Interim
1326		Centrex Basic Line Port		NA		$0.74	Interim
1327		Centrex ISDN Line Port		NA		$0.74	Interim
1328		Centrex EKL Line Port		NA		$0.74	Interim
1329		Centrex Attendant Console Line Port		NA		$0.74	Interim
1330		ISDN Prime Trunk Port		NA		$0.74	Interim
1331		Digital Trunking Trunk Port		NA		$0.74	Interim
1332		ULS Trunk Port		NA		$0.74	Interim
1333							
1334	Special Access Circuit Conversion Charge			NA		$16.23	Interim

RECIPROCAL COMPENSATION

TABLE CONTENTS

1 INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Reciprocal Compensation provided by Ameritech-Ohio to MCIm. The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated June 6, 2001 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment is intended, during its term (February 1, 2001 through May 31, 2004, unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix Reciprocal Compensation. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix Reciprocal Compensation will be governed by the provisions of the Reciprocal Compensation Amendment. The Parties further agree that, not less than six (6) months prior to the expiration of the term of the Reciprocal Compensation Amendment, they will commence good faith negotiations for successor terms and conditions to those provisions of the Reciprocal Compensation Amendment falling within the scope of this Appendix Reciprocal Compensation. The Parties agree that any failure to agree on such successor provisions shall be subject to the dispute resolution procedures.

2 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

2.1 The Telecommunications traffic exchanged between MCIm and Ameritech-Ohio will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements; they do not apply to traffic originated over facilities provided under local Resale arrangements.

2.2 Reciprocal compensation applies for transport and termination of Local Calls. When an end user customer originates a Local Call, the originating Party shall compensate the terminating Party for the transport and termination of such Local Calls at the rate(s) provided in Appendix Pricing. Local calls originated by Ameritech-Ohio and terminated over ULS, while qualifying for reciprocal compensation, may not require billing treatment if Ameritech-Ohio in turn agrees to forego UNE record exchange and related local switching charges.

2.3 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating end user customers' (and not a Party's test) traffic.

2.4 The Reciprocal Compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

2.5 Intentionally Omitted.

2.6 "Local Calls", for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same

or different SBC-13STATES Exchange(s) that participate in the same common local or common mandatory local calling area as outlined in the applicable state Local Exchange Tariff. Local traffic may include or exclude, depending on the mandatory nature of the local calling area, Optional Calling Area traffic as well.

2.7 Intentionally Omitted.

2.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

2.9 Exchange Access traffic is the offering by an incumbent or competitive Local Exchange Company of services or facilities to an Inter-exchange Carrier for the purpose of the origination or termination of telephone Toll Service. Such traffic includes inter-LATA and intra-LATA toll calls and is not subject to reciprocal compensation.

3 RESPONSIBILITIES OF THE PARTIES

3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective parties involved.

3.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network where available, the original and true Calling Party Number (CPN).

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

3.4 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. 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.

3.5 Where the Parties are performing a transiting function as defined herein, the transiting Party will pass the original and true CPN if it is received from the originating third-party. If the original and true CPN is not received from the originating third-party, the Party performing the transiting function cannot forward the CPN and will not be billed as the default originator.

4 LOCAL TRAFFIC COMPENSATION

4.1 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 Appendix Pricing. Rates for transport and termination of Local Traffic must be symmetrical. For purposes of this section, symmetrical means that the amount charged for each rate element MCIm may assess Ameritech-Ohio for the transport and termination of Local Traffic (depending on which elements may be assessed to a particular call) will be the same as the amount charged for each rate element which Ameritech-Ohio may assess MCIm for the transport and termination of Local Traffic (depending on which elements may be assessed to a particular call).

5 COMPENSATION FOR INTRALATA TOLL CALLS

5.1 The Parties will charge each other for the termination of intraLATA toll calls in accordance with each Party's respective Switched Access tariffs.

5.2 The Parties shall use the Calling Party Number ("CPN") to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties may jointly exchange industry standard jurisdictional factors, such as PIU, PIIU, or PLU in order to determine the jurisdiction of the traffic.

6 OPTIONAL CALLING AREA TRAFFIC -- Intentionally Omitted

7 TRANSIT TRAFFIC COMPENSATION

7.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third-party network through the other Party's ("transit party") tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits a transit party network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's end user customer. The rates that the parties shall charge for transiting traffic are outlined in Appendix Pricing.

7.2 The Parties agree to enter into their own agreement with third-party Telecommunications Carriers prior to delivering traffic for transiting to the third-party. In the event one Party originates traffic that transits the second Party's network to reach a third-party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating Party, and neither the terminating Party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

7.3 The Parties shall not bill each other for terminating any Transit traffic, whether CPN is or is not sent by the originating company.

7.4 In Ameritech-Ohio where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech-Ohio is the PTC, Ameritech-Ohio shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, Ameritech-Ohio shall reimburse the terminating carrier at Ameritech-Ohio's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

8 OPTIONAL CALLING AREA TRANSIT TRAFFIC -- Intentionally Omitted

9 OUT OF REGION TRANSITING -- Intentionally Omitted

10 INTRALATA 800 TRAFFIC

10.1 The 800 Trunking arrangements are covered in NIM appendix. If the Local/intraLATA Trunks are used and requesting carrier performs the 800 query function, the intraLATA

800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, Ameritech-Ohio will not record the intraLATA 800 Traffic.

10.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an end user customer billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

10.3 For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in each Party's respective Switched Access tariff will be charged by the Party originating the call, rather than the Party terminating the call. Billing shall be based on originating and terminating NPA NXX.

11 MEET-POINT-BILLING(MPB) SPECIAL and SWITCHED ACCESS TRAFFIC COMPENSATION SBC-12 STATE

11.1 Intentionally Omitted.

11.2 Reciprocal compensation for Special Access Traffic shall be on a MPB basis as described below.

11.3 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC via the respective carrier's Access Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

11.4 Billing to Interexchange Carriers (IXCs) for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purpose of this Appendix, MCIm is the Initial Billing Company (IBC) and Ameritech-Ohio is the Subsequent Billing Company. Each Party will bill its own network access service rate to the IXC.

11.5 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

11.6 As detailed in the MECAB document and this Appendix, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in Exchange Message Interface ("EMI") format via a mutually acceptable electronic file transfer method. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.

11.7 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or 8XX toll free service NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs), which

may likewise be designated for such traffic in the future where the responsible Party is an IXC. When Ameritech-Ohio performs 8XX toll free service database queries, Ameritech-Ohio will charge the 8XX toll free service provider for the database query in accordance with standard industry practices and applicable tariffs.

11.8 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

11.9 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. Ameritech-Ohio acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At MCIm's request, Ameritech-Ohio will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records. The Parties will adhere to MECAB and OBF guidelines for the exchange of billing data. To the extent that the above described process changes, the Parties obligations hereunder will likewise change.

11.10 Ameritech-Ohio and MCIm agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

11.11 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data. This estimate may be based on several methodologies involving at least three (3), but no more than twelve (12) consecutive months of prior usage data, if available.

12 BILLING FOR MUTUAL COMPENSATION – Intentionally Omitted.

13 BILLING FOR MUTUAL COMPENSATION – Ameritech-Ohio

13.1 In Ameritech-Ohio, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. Measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds for terminating usage, for purposes of reciprocal compensation; and network access duration seconds including unanswered attempts for originating usage, for access billing purposes. The total conversation seconds (for Local traffic) or the total access seconds (for access traffic) will be totaled in accordance with OBF industry standards for the entire monthly bill in minute increments and rounded in accordance with OBF industry rounding standards.

13.2 Intentionally Omitted.

13.3 PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.

13.4 Audit provisions are contained in the general terms and conditions. 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.

RECORDING

TABLE OF CONTENTS

1 INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which Ameritech-Ohio will provide recording, message processing and message detail services for (1) IXC transported calls as described in Exhibit I and Exhibit II, (Exhibits I and II are part of this Appendix by reference) and (2) local calls associated with MCIm's end user customer use of resale or UNE. Exhibits I and II show the service options that are offered under this Agreement for IXC transported calls.

2 DEFINITIONS

2.1 "Access Usage Record (AUR)" - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

2.2 "Assembly and Editing" - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.

2.3 "Billing Company" - the company that bills for charges incurred.

2.4 "Billable Message" - a message record containing details of a completed call which is used for billing.

2.5 "Centralized Message Distribution System (CMDS)" - the national network of private line facilities used to exchange Exchange Message Records/Exchange Message Interface (EMR/EMI) formatted billing data between Ameritech-Ohio and the Billing Company.

2.6 "Data Transmission" - the forwarding by Ameritech-Ohio of message detail and/or access usage record detail in EMR/EMI format over data lines or on magnetic tapes to the appropriate Billing Company.

2.7 Intentionally Omitted.

2.8 "Interexchange Carrier (IXC)" - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.

2.9 Intentionally Omitted.

2.10 Intentionally Omitted.

2.11 "Message Processing" - the creation of individual EMR or EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the end user customer and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.

2.12 Intentionally Omitted.

2.13 "Provision of Message Detail" - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to MCIm for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through Ameritech-Ohio's internal network or national CMDS.

2.14 "Record" - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

2.15 "Recording" - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

2.16 "Recording Company" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

2.17 "800 Switching Control Point (SCP) Carrier Access Usage Summary Record (SCP Record)" - a summary record which contains information concerning the quantity and types of queries launched to an Ameritech-Ohio SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Exhibit II pertaining to the production and forwarding of AUR data.

3 RESPONSIBILITIES OF THE PARTIES FOR IXC TRANSPORTED CALLS

3.1 Ameritech-Ohio will record all IXC transported messages for MCIm carried over all Feature Group Switched Access Services that are available to Ameritech-Ohio provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by Ameritech-Ohio-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by Ameritech-Ohio.

3.2 Standard Category 11 EMR/EMI record formats (210 bytes) for the provision of access usage record detail will be established by Ameritech-Ohio and provided to MCIm. Ameritech-Ohio shall include the "From Number" of the call originator on each EMR/EMI call record. Customer usage records and station level detail records shall be in packs in accordance with EMR standards. Ameritech-Ohio will provide access usage record data within a timely manner and within the MECAB guidelines, but no later then ten (10) business days.

3.3 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end user customers, by specific groups of end user customers, by office, by feature group or by location.

3.4 Ameritech-Ohio will provide message detail to MCIm in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both Parties.

3.5 In Exhibit II, MCIm will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. Ameritech-Ohio reserves the right to limit the frequency of transmission to existing Ameritech-Ohio processing and work schedules, holidays, etc. For Ameritech-Ohio, data transmissions are performed on a daily basis, Monday – Friday.

3.6 Ameritech-Ohio will determine the number data files required to provide the access usage record detail to MCIm.

3.7 The Parties shall retain copies of the message detail records provided to each other for ninety (90) days. MCIm may request that data, which has previously been successfully provided to MCIm by Ameritech-Ohio, be re-provided by Ameritech-Ohio, at no additional charge if the record detail is within the last ninety (90) days. If the request is for detail records transmitted more than ninety (90) days prior to the request date, such recorded billable message detail and/or access usage record detail previously provided and lost or destroyed through no fault of Ameritech-Ohio will only be made available to MCIm on an individual case basis at a cost determined by Ameritech-Ohio.

3.8 Intentionally Omitted.

3.9 Ameritech-Ohio will record the applicable detail necessary to generate access usage records and forward them to MCIm for its use in billing access to the IXC.

3.10 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties. A pack shall conform to industry guidelines EMR standards.

3.11 When Ameritech-Ohio is notified that, due to error or omission, incomplete data has been provided to MCIm, Ameritech-Ohio will make reasonable efforts to locate and/or recover the data and provide it to MCIm at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to MCIm. If written notification is not received within sixty (60) calendar days, Ameritech-Ohio shall have no further obligation to recover the data and shall have no further liability to the MCIm.

3.12 If, despite timely notification by MCIm, message detail is lost and unrecoverable as a direct result of Ameritech-Ohio having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, Ameritech-Ohio will estimate the volume of lost messages and associated revenue, with assistance from MCIm, based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties.

3.13 Intentionally Omitted.

3.14 Intentionally Omitted.

3.15 Intentionally Omitted.

3.16 Intentionally Omitted.

3.17 Ameritech-Ohio as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by MCIm in accordance with this agreement on a reciprocal, no-charge basis. MCIm agrees to provide any and all Summary Usage Records (SURs) required by Ameritech-Ohio on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

4 RESPONSIBILITIES OF THE PARTIES FOR LOCAL CALLS ORIGINATED BY MCIm CUSTOMERS THROUGH RESALE OR UNE

4.1 Ameritech-Ohio will provide MCIm a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Network Element usage sensitive services provided hereunder ("Customer Usage Data"). Ameritech-Ohio will provide MCIm with all originating and terminating call records for all UNE-P on user customer numbers and originating call records for Resale end user customer numbers. Such Customer Usage Data shall be provided by Ameritech-Ohio in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each ILEC. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail end user customers of Ameritech-Ohio within that state, (ii) with sufficient detail to enable MCIm to bill its end user customers for usage sensitive services furnished by Ameritech-Ohio in connection with Resale Services and Network Elements provided by Ameritech-Ohio. DUF records shall be based on call completion and not call attempts. Procedures and processes for implementing the interfaces with Ameritech-Ohio will be included in implementation requirements documentation.

4.2 To establish file transmission for the Daily Usage File, MCIm must provide a written request to Ameritech-Ohio, no less than sixty (60) calendar days prior to the desired first transmission date for each file.

4.3 Call detail for LEC-carried calls that are alternately billed to MCIm end user customers lines provided by Ameritech-Ohio through Resale or Network Elements will be forwarded to MCIm as rated call detail on the DUF.

4.4 Ameritech-Ohio shall bill MCIm for Usage Extract furnished by Ameritech-Ohio in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information." Pricing for Resale is listed as "Electronic Bill Information" in Appendix Pricing. Pricing for UNE DUF Exchange is listed as "Unbundled Local Switch Daily Usage Fee (DUF) in Appendix Pricing.

4.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to Ameritech-Ohio for billing, which would otherwise be processed by Ameritech-Ohio for its retail end user customers, will be returned to the IXC and will not be passed through to MCIm. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when Ameritech-Ohio records the message.

4.6 Intentionally Omitted.

4.7 Intentionally Omitted.

4.8 When Ameritech-Ohio is notified that, due to error or omission, incomplete data has been provided to MCIm, Ameritech-Ohio will make reasonable efforts to locate and/or recover the data and provide it to MCIm at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to MCIm. If written notification is not received within sixty (60) calendar days, Ameritech-Ohio shall have no further obligation to recover the data and shall have no further liability to MCIm.

4.8.1 If, despite timely notification by MCIm, message detail is lost and unrecoverable as a direct result of Ameritech-Ohio having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, Ameritech-Ohio will estimate the volume of lost messages and associated revenue, with assistance from MCIm, based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties.

4.9 Intentionally Omitted.

4.10 Intentionally Omitted.

4.11 Intentionally Omitted.

4.12 Intentionally Omitted.

4.13 Ameritech-Ohio shall provide call records to support usage sensitive vertical features if these features are part of Ameritech-Ohio's resale or unbundled switching offerings in accordance to OBF guidelines.

4.14 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties.

4.15 A pack shall conform to industry guidelines (EMR standards).

EXHIBIT I
SERVICES

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from MCIm's End Office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to MCIm.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from MCIm's End Office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to MCIm.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: MCIm Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for MCIm. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to MCIm.

Option #5: MCIm Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for MCIm. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to MCIm.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for MCIm's End Office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to MCIm.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

Option #9: This option has been withdrawn.

Option 10: Recording Company performs SCP function for MCIm. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to MCIm.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 11: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCIm.

Option 12: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCIm.

Option 13: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCIm.

Option 14: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCIm.

Option 15: Recording Company provides tandem function for MCIm. MCIm requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to MCIm.

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or access usage records to MCIm generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. MCIm forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through Ameritech-Ohio's internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive billable messages daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive AURs daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

RESALE

TABLE OF CONTENTS

1 TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

1.1 This Appendix describes several services that Ameritech-Ohio shall make available to MCIm for resale pursuant to this Agreement. All services or offerings of Ameritech-Ohio which are to be offered for resale pursuant to the Act are subject to the terms herein. The services available for resale are listed in Appendix Pricing. Ameritech-Ohio shall make Telecommunications Services that Ameritech-Ohio provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251 (c) (4) (A) of the Act and other applicable limitations.

1.2 At the request of MCIm, and pursuant to the requirements of the Act, Ameritech-Ohio will make available to MCIm on non-discriminatory terms and conditions, any Telecommunications Service required by the Act and implementing regulations to be offered for resale that Ameritech-Ohio currently provides as set forth in Appendix Pricing or may offer hereafter. Ameritech-Ohio shall also provide support functions and service functions, as set forth in this Appendix and Appendix OSS. The Telecommunications Services provided by Ameritech-Ohio for resale, and the service functions and support functions provided by Ameritech-Ohio to MCIm pursuant to this Agreement are collectively referred to as "Local Service."

1.3 * MCIm may not resell services to other Telecommunications carriers, services purchased under this Appendix.

2 GENERAL TERMS AND CONDITIONS FOR RESALE

2.1 Primary Local Exchange Carrier Selection. Ameritech-Ohio shall apply the principles set forth in Section 64.1100 of the Federal Communications Commission Rules, 47 C.F.R. Section 64.1100, to the process for end-user selection of a primary local exchange carrier. Ameritech-Ohio shall not require a written letter of authorization and shall not require a disconnect order to process a MCIm order for local service.

2.2 Prior to submitting an order under this Appendix, MCIm shall obtain authorization as required by applicable federal and state laws and regulations, and assumes responsibility for its applicable charges as specified in Section 258(b) of the Act. Ameritech-Ohio shall abide by the same applicable laws and regulations.

2.3 Only an end user customer can initiate a challenge to a change in its local service provider. If an end user customer notifies Ameritech-Ohio or MCIm that the end user customer requests local exchange service, the Party receiving such request shall be free to provide service to such end user customer, except in those instances, where available, the end user customer's account is local PIC protected (e.g., Customer Choice Protection). It is the responsibility of the end user customer to provide authorization in an FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

2.4 Ameritech-Ohio shall be free to connect an end user customer to any CLEC based upon that CLEC's request and statement that proper authorization has been obtained. MCIm shall make any such authorization it has obtained available to Ameritech-Ohio upon request and at no charge. MCIm shall maintain records of such authorization consistent with all current and future Federal Communication Commission (FCC) Orders and all applicable state rules and CFR 47, Section 64.1100 (a).

2.5 When an end user customer changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the

direction of the end user customer's authorized agent. Further, when an end user customer abandons its premise, Ameritech-Ohio is free to reclaim the facilities for use by another end user customer and is free to issue service orders required to reclaim such facilities.

2.6 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a third-party. If Ameritech-Ohio, upon request of MCIm, agrees to investigate an alleged incidence of slamming, Ameritech-Ohio shall charge MCIm an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee." This fee shall not be charged if Ameritech-Ohio is guilty of slamming.

2.7 Should Ameritech-Ohio receive an order from MCIm for services under this Appendix, and Ameritech-Ohio is currently providing the same services to another local service provider for the same end user customer, MCIm agrees that Ameritech-Ohio will notify the local service provider from whom the end user customer is being converted of MCIm's order. It shall then be the responsibility of the former local service provider of record and MCIm to resolve any issues related to the end user customer. This section shall not apply to new or additional lines and services purchased by the end user customer from multiple CLECs or from Ameritech-Ohio.

2.8 MCIm is solely responsible for the payment of all charges for all services furnished under this Appendix ordered by MCIm.

2.9 Ameritech-Ohio shall not be responsible for the manner in which MCIm bills. All applicable rates and charges for services provided to MCIm under this Appendix will be billed directly to MCIm and shall be the responsibility of MCIm regardless of MCIm's ability to collect. MCIm shall not be responsible for payment of charges for any retail services furnished and billed by Ameritech-Ohio directly to end user customers.

3 PRICING

3.1 The wholesale discount is reflected in the Appendix Pricing of this Agreement.

3.2 Telecommunications Services, including promotions (greater than 90 days), shall be available to MCIm at wholesale rates as specified in Appendix Pricing, and shall be no less favorable than the wholesale rates made available by Ameritech-Ohio to comparable CLECs; provided, however, pursuant to Section 252 of the Act, implementing regulations and any court decisions applicable thereto, Ameritech-Ohio shall make available to MCIm for resale, without unreasonable delay, any local service which Ameritech-Ohio offers to any other CLEC for resale contained in any agreement to which Ameritech-Ohio is a Party that has been filed and approved by the Commission.

4 RESALE RESTRICTIONS

4.1 To the extent consistent with applicable federal and state rules and regulations, MCIm may resell local services to provide Telecommunications Services. Ameritech-Ohio will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that Ameritech-Ohio has grandfathered or grandfathers in the future may only be resold to current subscribers of the same grandfathered services.

4.2 Ameritech-Ohio shall not use promotional offerings to avoid the wholesale rate obligation, for example, by consecutively offering a series of ninety (90) day promotions. Promotions are available for the telecommunications services outlined in accordance with state specific commission requirements. Ameritech-Ohio retail promotions of ninety (90) days or less are not available to MCIm for resale.

4.3 MCIm shall only resale services to the same category of subscriber to whom Ameritech-Ohio offers such services (for example, residence service shall not be resold to business subscribers).

4.4 MCIm shall not use a resold service to avoid the rates, terms and conditions of Ameritech-Ohio's corresponding retail tariff.

4.5 MCIm shall not use resold local Telecommunications Services to provide access or interconnection services to itself, Interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that MCIm may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

4.6 A Federal End User Common Line charge and any other appropriate approved charges, as set forth in the appropriate Ameritech-Ohio federal and applicable state tariff(s) will apply to each local exchange line furnished to MCIm under this Appendix for resale.

4.7 To the extent allowable by law, MCIm shall be responsible for Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) change charges associated with each local exchange line furnished to MCIm for resale. MCIm shall pay all charges for PIC and LPIC changes at the price listed in the Appendix Pricing

4.8 Ameritech-Ohio shall provide on a nondiscriminatory basis, the services covered by this Appendix subject to the availability of existing facilities. MCIm shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are at retail by Ameritech-Ohio as the incumbent local exchange carrier.

4.9 Ameritech-Ohio's services are not available at wholesale rates to MCIm for its own use or for the use of any of MCIm's affiliates and/or subsidiaries or the use of MCIm's parent or any affiliate and/or subsidiary of MCIm's parent company, if any.

4.10 * Unless permitted by tariff, MCIm shall not permit the sharing of a service by multiple end user customer(s) or the aggregation of traffic from multiple end user customers onto a single service.

4.11 Intentionally Omitted.

5 DIALING AND SERVICE PARITY, NUMBER RETENTION

5.1 Unless technically infeasible, for resold service Ameritech-Ohio shall ensure that all MCIm end user customers experience the same dialing parity as comparable Ameritech-Ohio end user customers, such that, for all call types: (i) an MCIm end user customer is not required to dial any greater number of digits than a comparable Ameritech-Ohio end user customer; (ii) the MCIm end user customer may retain its local telephone number with no loss of switch features and functionalities; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and

transmission quality experienced by an MCIm end user customer is at least equal in quality to that experienced by a comparable Ameritech-Ohio end user customer. This subsection shall also apply to the local portion of 1+ intraLATA and interLATA calls.

5.2 For resold services, Ameritech-Ohio shall ensure that all MCIm end user customers experience the same service levels as comparable Ameritech-Ohio end user customers, and that there is no loss of switch features or functionalities, including, but not limited to: same dial tone and ringing; same capability for either dial pulse or touch tone recognition; flat rate services; same extended local free calling area.

6 CHANGES IN RETAIL SERVICE

6.1 Ameritech-Ohio will notify MCIm of any changes in the terms and conditions under which it offers telecommunications services, including, but not limited to, the introduction of any new or discontinuance of any features, functions, services or promotions or the discontinuance of current features or services, in accordance with state commission guidelines.

6.2 The rights, obligations, and duties set forth in this Appendix are subject to Section 222 of the Act, regulations thereunder, and relevant FCC and Commission decisions, and state law.

7 REQUIREMENTS FOR SPECIFIC SERVICES

7.1 * Centrex Requirements. MCIm shall only sell Plexar ™, Centrex and Centrex-like services to a single end user customer or multiple end user customer(s) in accordance with the terms and conditions set forth in the corresponding Ameritech-Ohio retail tariff(s).

7.1.1 CLASS and Custom Features Requirements. Where deployed, and at MCIm's option, MCIm may purchase the entire set of CLASS and Custom Features and functions, or a subset of any one or any combination of such features that are actually deployed on an end user 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.

7.1.1.1 All features and functions of CENTREX Service, where deployed, whether offered under tariff or otherwise, shall be available to MCIm for resale, including any geographic or customer class restrictions which may be imposed by applicable federal and state orders.

7.1.1.2 MCIm may purchase the entire set of CENTREX features or a subset of any one or any combination of such features that are available for resale per the state specific tariff. Updates to Ameritech-Ohio's feature offerings will be distributed to MCIm via accessible letter and/or the Ameritech-Ohio's CLEC website.

7.1.2 All service levels and features of CENTREX Service provided by Ameritech-Ohio for resale by MCIm shall be at parity to those provided to Ameritech-Ohio's end user customers.

7.1.3 Intentionally Omitted.

7.1.4 MCIm may utilize Automatic Route Selection ("ARS") or Flexible Route Selection (FRS) capabilities, where available.

7.2 MCIm may only resell special needs services as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent MCIm resells services that require certification on the part of the end user customer, MCIm shall ensure that the end user customer has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

7.2.1 Intentionally Omitted.

7.2.1.1 Intentionally Omitted.

7.2.1.2 Intentionally Omitted.

7.2.1.3 Intentionally Omitted.

7.2.2 This section applies only to Ameritech-Ohio:

7.2.2.1 Ameritech-Ohio LifeLine and Link-Up services are not available for resale.

7.2.2.2 When an end user customer is currently receiving Ameritech-Ohio LifeLine or Link-Up service, the existing Customer Service Record (CSR) will carry the appropriate service indicator. MCIm may view this indicator on the CSR.

7.2.2.3 MCIm may obtain LifeLine or Link-Up indicator data from Ameritech-Ohio existing retail CSR for the end user customer for the sole purpose of enabling MCIm to determine whether the end user customer may be eligible for any similar program(s) MCIm may offer.

7.2.2.4 MCIm is exclusively responsible for all aspects of any similar MCIm-offered program, including ensuring that any similar MCIm-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary end user customer certifications and re-certifications, submitting written designation that any of MCIm's end user customer or applicants are eligible to participate in such programs, submitting MCIm's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

7.2.2.5 If no Ameritech-Ohio LifeLine and/or Link-Up indicator is present on the CSR for the end user customer's current retail account, such end user customer is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by Ameritech-Ohio.

7.3 Intercept and Transfer Services. Ameritech-Ohio shall provide intercept and transfer services to MCIm for MCIm's end user customers on the same basis as such services are available to comparable Ameritech-Ohio end user customers.

7.4 E911/911 Services. Ameritech-Ohio shall provide to MCIm, for MCIm end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") at parity with that provided to Ameritech-Ohio's end user customers. When requested by Ameritech-Ohio, MCIm shall provide Ameritech-Ohio with accurate and complete information regarding MCIm's end user customer(s) in a format and time frame prescribed by Ameritech-Ohio for purposes of E911 administration. Ameritech-Ohio shall provide and validate MCIm end user customer information to the PSAP.

7.5 MCIm shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other Governmental Authority responsible for collection of such fees and surcharges.

7.6 Where technically feasible, the Parties will begin developing a direct-dial method for end user customers to confirm their local exchange carrier selection. The agreed-upon method will allow MCIm and Ameritech-Ohio end user customers to dial the same digits to confirm that their calls are being carried by their chosen local service provider. The method may, for example, function similarly to the "700" number used nationally to confirm presubscribed interexchange carrier selections. It must not foreclose migration to a nationwide confirmation method if one is developed. If the Parties cannot agree to a new method within sixty (60) days after MCIm's written request, either Party may invoke the Dispute Resolution Process set forth in Appendix General Terms and Conditions of this Agreement.

8 SUPPORT FUNCTIONS FOR RESOLD SERVICES

8.1 The following support functions are offered in conjunction with a resold service: Operator Services, Directory Assistance (OS/DA) and Repair Services.

8.2 For issues involving Customized Routing, see Appendix OS and Appendix DA.

8.3 Operator Services calls which, at MCIm's option, are routed to Ameritech-Ohio, will meet the following requirement:

8.3.1 Ameritech-Ohio will provide OS/DA to MCIm which meet or exceed the Performance Measurements which Ameritech-Ohio provides to itself and its own end user customers.

8.4 Branding

8.4.1 Except where otherwise required by law, MCIm shall not, without Ameritech-Ohio's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of Ameritech-Ohio or its Affiliates, nor shall MCIm state or imply that there is any joint business association or similar arrangement with Ameritech-Ohio in the provision of Telecommunications Services to MCIm's end user customers.

8.4.2 Where available, Ameritech-Ohio will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:

8.4.2.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

8.4.2.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

8.4.2.3 Where Ameritech-Ohio provides MCIm OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Where separate trunk groups are utilized, separate brands will be required.

8.4.2.4 MCIm will provide to Ameritech-Ohio a branding configuration.

8.4.3 Call Branding

8.4.3.1 Ameritech-Ohio will brand OS/DA based upon the information provided by MCIm and as outlined below:

8.4.3.2 Intentionally Omitted.

8.4.3.3 Ameritech-Ohio - MCIm will provide recorded announcement(s) to be used to brand MCIm's OS/DA calls in accordance with the process outlined in the OSQ.

8.4.3.4 Ameritech-Ohio - MCIm will provide written specifications to be used by Ameritech-Ohio to brand MCIm OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ.

8.4.4 Branding Load Charges (see Appendix OS and Appendix DA)

8.5 OS/DA RATE/REFERENCE INFORMATION (see Appendix OS and Appendix DA)

8.6 Directory Assistance (DA)

8.6.1 Ameritech-Ohio will include the MCIm end user customer listing in its Directory Assistance database as part of the service order process. Ameritech-Ohio will honor MCIm end user customer's preferences for listing status, including non-published and unlisted, as noted on the service order request or similar form and will ensure that the listing appears as MCIm requested in the Ameritech-Ohio database which is used to perform Directory Assistance functions. Ameritech-Ohio shall permit MCIm end user customers the option of having a non-listed telephone number; this option will be provided at the same price Ameritech-Ohio charges its end user customers for the same option. Performance Measurements associated with this service are set forth in Appendix Performance Measurements and are incorporated by this reference. Ameritech-Ohio will provide Directory Assistance service to MCIm that equals the Directory Assistance Service Ameritech-Ohio provides to itself and its own end user customers.

8.6.2 Intentionally Omitted.

8.7 Ameritech-Ohio will provide the full range of Operator Services at the rates set forth in Appendix Pricing, including, but not limited to, collect, person-to-person, station to station, bill to third-party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.

8.8 Repair Calls. The Parties shall refer repair calls (e.g., 611) dialed by the other Party's end user customer to the repair number supplied by the appropriate Party.

8.9 When MCIm customize routes Operator Services and Directory Assistance to an alternate operator service provider, Busy Line Verification and Emergency Line Interrupt shall be implemented. Until such time that an electronic interface is made available by Ameritech-Ohio to access Ameritech-Ohio data base for Operator Services, if MCIm has purchased the resale line without Ameritech-Ohio Operator Services, Ameritech-Ohio will offer Operator-to-Operator BLV/BLVI to MCIm on a non-discriminatory basis, in accordance with LERG instructions. Ameritech-Ohio requires that a reciprocal BLV/BLVI network be established between Ameritech-Ohio and MCIm's operator service provider.

8.10 Access to the Line Information Database. Ameritech-Ohio shall update and maintain MCIm end user customer information, as received by MCIm, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it maintains information in LIDB for Ameritech-Ohio end user customers.

8.11 Telephone Line Number Calling Cards. MCIm may choose to enable a MCIm calling card based upon the telephone number of a resold line. The use of such a calling card will depend upon the use of Ameritech-Ohio's LIDB. To enable such a calling card, MCIm shall provide (on the order for the resale line), a four digit numerical pin number which will be used by the end user customer in the use of the MCIm calling card. Ameritech-Ohio will provide billing usage data via the established mechanisms.

8.12 End Office Features. Ameritech-Ohio shall provide for resale the same end-office switch features that are available to Ameritech-Ohio's end-user customers, including, but not limited to CLASS features, Custom Features, and AIN features.

8.13 Call Blocking. Upon MCIm's request, Ameritech-Ohio will provide blocking on a line by line basis of an MCIm end user customer's access to any or all of the following call types: 700, 900, 976, bill to third and collect, and such other call types for which Ameritech-Ohio provides blocking to comparable end user customers. If MCIm does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Agreement and pay any applicable charges. It is the responsibility of MCIm to order the appropriate toll restriction or blocking on lines resold to end user customers. MCIm acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. MCIm shall not be responsible for any charges for calls for which blocking is not available or calls which bypass the blocking systems except for calls intentionally by-passed by MCIm users.

8.14 Law Enforcement and Service Annoyance. Ameritech-Ohio and MCIm will develop procedures to handle requests from law enforcement agencies for service termination, wire taps and provisions of customer usage data pursuant to a lawful process as well as procedures to handle MCIm end user customer complaints concerning harassing or annoying calls. Such procedures will include, but not be limited to, a process for MCIm to interface with Ameritech-Ohio regarding law enforcement and service annoyance issues on a 24 hour per day, 7 days a week basis. Notwithstanding the above, MCIm shall not be relieved of its obligations in respect of requests from law enforcement agencies during the time the Parties are developing procedures referenced in this paragraph.

9 SERVICE FUNCTIONS

Ameritech-Ohio shall allow MCIm to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface.

Ameritech-Ohio shall provide interface specifications for electronic access for these functions pursuant to other Appendices within this Agreement.

9.1 Work Order Processes. Ameritech-Ohio shall ensure that all work order processes used to provision local service to MCIm for resale meet the service parity requirements set forth in other Appendices within this Agreement.

9.1.1 Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in other Appendices within this Agreement.

9.2 Point of Contact for the MCIm end user customer. Except as otherwise provided in this Agreement, MCIm shall be the single and sole point of contact for all MCIm end user customers.

9.3 The Parties shall refer all questions regarding each other's services or products directly to the other at a telephone number specified by the appropriate Party.

9.4 The Parties ensure that all representatives who receive inquiries regarding the other Party's services shall (1) provide such numbers if available to callers who inquire about that Party's services or products, and (2) do not in any way disparage or discriminate against each other or that Party's products and services, and (3) not solicit each others services during such inquiries.

9.5 Single Point of Contact. Each Party shall provide the other Party with a single point of contact ("SPOC") for all inquiries regarding the implementation of this Appendix. Each Party shall accept all inquiries from the other Party and provide timely responses.

9.6 Maintenance. Maintenance will be provided by Ameritech-Ohio in accordance with the service parity requirements and measurements as set forth in other Appendices within this Agreement.

9.7 Repair – Intentionally Omitted

9.7.1 Intentionally Omitted.

9.8 The Exchange of Billing Message Information shall be in accordance with Appendix Recording.

9.9 "As Is" Transfers of End User Customer Accounts. Ameritech-Ohio shall allow MCIm to initiate "As Is" transfers of local exchange telecommunications services. For purposes of this Appendix, an "As Is" transfer is the transfer of all the telecommunications services and features available for resale that are currently being provided to a specific end user customer account.

9.10 Advanced Intelligent Network. Where technically feasible and available, the Parties agree to negotiate terms and conditions pertaining to the resale of Ameritech-Ohio tariffed retail services which utilize AIN features and functions as they become available.

9.11 Conversion Related Charges. When an end user customer converts existing service to MCIm's resold service of the same type without any additions or changes, charges for such conversion if approved by the state commission, will apply as set forth in Appendix Pricing in the "Other (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.

9.12 When an end user customer(s) subscribes to MCIm resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

9.13 When MCIm converts an end user customer(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge, if approved by the state commission. MCIm will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."

9.14 For the purposes of ordering services furnished under this Appendix, each request for new service (that is, service not currently being provided to the end user customer on Ameritech-Ohio 's network, without regard to the identity of that end user customer's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

9.15 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same end user customer premises to which a residential line is currently provided on Ameritech-Ohio's network, without regard to the identity of that customer end user customer's non-facilities based local service provider of record.

RIGHTS OF WAY

TABLE OF CONTENTS

1 INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by Ameritech-Ohio to MCIm .

1.2 Intentionally Omitted.

1.3 Intentionally Omitted.

1.4 The prices at which Ameritech-Ohio agrees to provide MCIm with ROW are contained in the applicable Appendix Pricing.

2 DEFINITIONS

2.1 Intentionally Omitted.

2.2 Anchor. The term "anchor" refers to a device, structure, or assembly, which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" includes only those anchors, which are owned by Ameritech-Ohio, as distinguished from anchors, which are owned and controlled by other persons or entities, and does not include the guy strand, which connects the anchor to the pole.

2.3 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."

2.4 Approved Vendor. A vendor who is qualified by Ameritech-Ohio for installation, maintenance, and/or repair. Ameritech-Ohio shall not unreasonably withhold approval of vendors.

2.5 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by an entity with authority to attach. To ensure the judicious use of poles and conduits, space "assigned" must be physically occupied by said entity within 9 months of the space being "assigned".

2.6 Available. The term "available", when used with respect to conduit or duct space or pole telecommunication space, refers to any usable space in such conduit or duct, or any usuable telecommunication space on such pole not assigned to a specific provider at the applicable time.

2.7 Conduit Occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within Ameritech-Ohio's conduit system.

2.8 Conduit System. The term "conduit system" refers to any combination of ducts, conduits, manholes or hand holes joined to form an integrated hole. As used in this Agreement, the term "conduit system" does not include (a) cable and other telecommunications equipment located in conduit structure or (b) central office vaults, controlled environmental vault, or other Ameritech-Ohio structures (such as huts and cabinets) which branch off from or are connected to Ameritech-Ohio conduit. In this Appendix, the term refers to conduit systems owned or controlled by Ameritech-Ohio.

2.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner-ducts" created by subdividing a duct into smaller channels.

2.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.

2.11 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.

2.12 Insufficient Capacity. The lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so.

2.13 Licensee. The term "licensee" refers to MCIm which has entered or may enter into an agreement or arrangement with Ameritech-Ohio permitting MCIm to place its facilities in Ameritech-Ohio's conduit system or attach its facilities to Ameritech-Ohio's poles or anchors. Licensee and MCIm may be used interchangeably throughout this Appendix.

2.14 Intentionally Omitted.

2.15 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment permits issued by Ameritech-Ohio prior to the date of this Agreement.

2.16 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare Ameritech-Ohio's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of MCIm's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate MCIm's facilities and not to meet Ameritech-Ohio's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of Ameritech-Ohio's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of MCIm's facilities.

2.17 Manhole/Handhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a covered hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a similar enclosure which is too small for personnel to enter.

2.18 Modification. Shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a "modification," while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a "modification."

2.19 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.

2.20 Permit. Shall mean written permission granted by Ameritech-Ohio to MCIm to construct and operate its attachment at the locations of Ameritech-Ohio Structure(s).

2.21 Intentionally Omitted.

2.22 Intentionally Omitted.

2.23 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by Ameritech-Ohio), and does not include utility poles or anchors with respect to which (Ameritech-Ohio has no legal authority to permit attachments by other persons or entities and does not include cables and other telecommunication equipment attached to pole structures.

2.24 Pre-permit (Field) Survey. The term "pre-permit survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate MCIm's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate MCIm's facilities.

2.25 Rights-of-way includes easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property suitable for distribution facilities but does not include property owned or leased by Ameritech-Ohio which is not used or suitable for distribution facilities such as business offices or corporate offices.

2.26 Intentionally Omitted.

2.27 Intentionally Omitted.

2.28 Intentionally Omitted.

2.29 Intentionally Omitted.

3 STRUCTURE AVAILABILITY

3.1 Ameritech-Ohio shall make available, pursuant to the Act and FCC rules and regulations , access to poles, ducts, conduits and Rights-of-way along Ameritech-Ohio's distribution network that are owned or controlled by Ameritech-Ohio (individually and collectively, "Structure") for the placement of MCIm's wires, cables and related facilities (individually and collectively, "attachments").

3.2 Nothing contained in this Appendix shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which MCIm

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

3.3 Ameritech-Ohio will not make Structure available:

3.3.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested attachment, or;

3.3.2 An attachment cannot be accommodated based upon nondiscriminatory applied safety, reliability or engineering principles.

3.3.3 Before denying a request for access based upon Insufficient Capacity, Ameritech-Ohio will, in good faith explore potential accommodations with MCIm. If Ameritech-Ohio denies a request by MCIm for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech-Ohio will provide MCIm a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.

3.4 Franchises, Permits and Licenses

3.4.1 MCIm shall be responsible to secure any necessary franchises, permits, licenses and/or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its attachments at the location of the Ameritech-Ohio Structure it uses.

3.4.2 Permits granted by Ameritech-Ohio under this attachment authorize MCIm to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by Ameritech-Ohio but do not affect the rights of landowners to control terms and conditions of access to their property.

3.4.3 Ameritech-Ohio shall issue to MCIm one or more licenses authorizing MCIm to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by Ameritech-Ohio located within this State on a first come, first served basis. If Ameritech-Ohio determines that the pole, conduit or duct space specifically requested by MCIm is necessary to meet Ameritech-Ohio's present needs or is licensed by Ameritech-Ohio to another licensee, Ameritech-Ohio shall have the right to designate the particular duct(s) to be occupied, the location and manner in which MCIm's facilities will enter and exit Ameritech-Ohio's conduit system and the specific location and manner of installation for any associated equipment which is permitted by Ameritech-Ohio to occupy the conduit system or right-of-way, provided that Ameritech-Ohio shall provide written notice to MCIm within forty-five (45) days following MCIm's request specifying in detail the reasons for denying MCIm's request. If MCIm disagrees with Ameritech-Ohio's determination, the matter shall be resolved in accordance with the Alternative Dispute Resolution Process.

3.4.4 Licenses Required

3.4.4.1 Before placing any facilities in Ameritech-Ohio's conduits or ducts or attaching any facilities to Ameritech-Ohio's poles, anchors or anchor/guy strands, MCIm must first apply for

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

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

4 APPLICATION PROCESS

4.1 Provision of Records

4.1.1 In order to obtain information regarding facilities, MCIm shall make a written request to Ameritech-Ohio, identifying with reasonable specificity the geographic area for which facilities are required. In response to such request, Ameritech-Ohio shall provide MCIm with information regarding the types, quantity and location (which may be provided by provision of route maps) of Ameritech-Ohio poles, conduit and right-of-way located within the geographic area specified by MCIm within twenty (20) Business Days. Provision of information herein shall include the right of MCIm employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in MCIm's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the Parties.

4.1.2 For any information that is readily available, Ameritech-Ohio shall use its best efforts to produce said information within five (5) days of the written requests. MCIm may elect to be present at any field based survey of facilities identified pursuant to this paragraph and Ameritech-Ohio shall provide MCIm at least forty-eight (48) hours' notice prior to initiating such field survey. MCIm employees or agents shall be permitted to enter Ameritech-Ohio manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to Ameritech-Ohio, with an Ameritech-Ohio representative present and at MCIm's expense.

4.1.3 Ameritech-Ohio will provide MCIm, at MCIm's request and expense, with access to maps, records and additional information relating to its Structure; provided that Ameritech-Ohio may redact any Proprietary Information (of Ameritech-Ohio or Third Parties) contained or reflected in any such maps, records or additional information before providing access to such information to MCIm. Ameritech-Ohio does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by MCIm and such materials may not be resold, licensed or distributed to any other person.

4.2 Application Form and Fees

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

4.3 Prepermit (Field) Survey

4.3.1 After MCIm has submitted its written application for a license, a prepermit survey (including a field inspection) will be performed by either Party, if allowed by applicable union contract, in the company of a representative of the other Party, as mutually agreed, to determine whether Ameritech-Ohio's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate MCIm's facilities, without substantially interfering with the ability of Ameritech-Ohio or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of Ameritech-Ohio's conduit system or facilities attached to Ameritech-Ohio's pole or placed within or connected to Ameritech-Ohio's conduit system. If MCIm gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at MCIm's expense.

4.3.2 Based on information provided by Ameritech-Ohio, MCIm shall determine whether Ameritech-Ohio's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet MCIm's needs.

4.3.3 Ameritech-Ohio may not unreasonably refuse to continue to process an application based on Ameritech-Ohio's determination that MCIm's proposed use of Ameritech-Ohio's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. MCIm acknowledges that Ameritech-Ohio is not explicitly or implicitly warranting to MCIm that MCIm's proposed use of Ameritech-Ohio's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

4.4 Notice of Environmental, Health, and Safety Inspections

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

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

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

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

5 MAKE-READY WORK

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

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

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

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

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

6 INSTALLATION AND MAINTENANCE RESPONSIBILITIES

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

6.2 Installation and Maintenance Standards

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

6.3 Maintenance of MCIm's Facilities

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

6.4 Emergency Repairs and Pole Replacements

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

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

7 UNUSED SPACE

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

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

8 MAINTENANCE DUCTS

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

9 OTHER ARRANGEMENTS

9.1 Cost of Certain Modifications

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

10 TERM AND TERMINATION OF PERMIT

10.1 MCIm's occupancy of Structure shall be pursuant to a permit issued by Ameritech-Ohio for each requested Attachment. Each permit issued hereunder shall be for an indefinite term. Any such permit shall terminate:

10.1.1 Upon thirty (30) days written notice of termination by MCIm.

10.1.2 If MCIm's franchise, permit, license and/or consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,

10.1.3 If MCIm has not placed and put into service its attachments within 9 months from the date Ameritech-Ohio has notified MCIm that such Structure is available for MCIm's attachments, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.

10.1.4 If MCIm ceases to use such attachments for any period of 9 months, unless this period is extended by agreement of the Parties, which *agreement shall not be unreasonable withheld.*

10.2 If Ameritech-Ohio ceases to have the right or authority to maintain its Structure, or any part thereof, to which MCIm has attachments, Ameritech-Ohio shall:

10.2.1 Provide MCIm notice within ten (10) Business Days after Ameritech-Ohio has knowledge of such fact and shall not require MCIm to remove its attachments from such Structure prior to Ameritech-Ohio's removal of its own attachments.

10.3 Ameritech-Ohio will provide MCIm with at least sixty (60) days written notice prior to:

10.3.1 Terminating a permit for an attachment or terminating service to MCIm's attachment,

10.3.2 Any increase in the rates for attachments to Ameritech-Ohio's Structure permitted by the terms of this Appendix, or

10.3.3 Any Modification to Ameritech-Ohio's Structure to which MCIm has an attachment, other than a modification associated with routine maintenance or as a result of an emergency.

10.4 If MCIm surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove its attachments from the Structure within 9 months after the event requiring MCIm to so surrender such permit, Ameritech-Ohio shall remove MCIm's attachments at MCIm's expense and without any liability on the part of the Ameritech-Ohio for damage or injury to MCIm's attachments unless caused by the negligence or intentional misconduct of Ameritech-Ohio.

10.5 If Ameritech-Ohio discovers that MCIm has placed an attachment on Ameritech-Ohio's Structure without a valid permit, Ameritech-Ohio shall notify MCIm of the existence of such unauthorized attachment and MCIm shall pay to Ameritech-Ohio within ten (10) Business Days after receipt of such notice an unauthorized attachment fee equal to five (5) times the annual attachment fee for an authorized attachment.

10.6 Within the foregoing period, MCIm shall also apply for an Occupancy Permit for the unauthorized Attachment.

10.7 In addition, MCIm shall go through the process of any Make Ready Work that may be required for the unauthorized attachment.

10.8 If MCIm fails to pay the unauthorized attachment fee or apply for the required Occupancy Permit within the foregoing period, Ameritech-Ohio shall have the right to remove such unauthorized attachment from Ameritech-Ohio's Structure at MCIm's expense.

11 NONCOMPLIANCE

11.1 Notice of Noncompliance

11.1.1 If, at any time, Ameritech-Ohio determines that MCIm's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, Ameritech-Ohio may send written notice to MCIm specifying the alleged noncompliance. MCIm agrees to acknowledge receipt of the notice as soon as practicable. If MCIm does not dispute Ameritech-Ohio's assertion that such facilities are not in compliance, MCIm agrees to provide Ameritech-Ohio with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify Ameritech-Ohio in writing when the facilities have been brought into compliance.

11.2 Disputes over Alleged Noncompliance

11.2.1 If MCIm disputes Ameritech-Ohio's assertion that MCIm's facilities are not in compliance, MCIm shall notify Ameritech-Ohio in writing of the basis for MCIm's assertion that its facilities are in compliance.

11.3 Failure to Bring Facilities into Compliance

11.3.1 If MCIm has not brought the facilities into compliance within a reasonable time or provided Ameritech-Ohio with proof sufficient to persuade Ameritech-Ohio that Ameritech-Ohio erred in asserting that the facilities were not in compliance, and if Ameritech-Ohio determines in good faith that the alleged noncompliance causes or is likely to cause a material safety hazard or material damage to Ameritech-Ohio's facilities or those of others users, Ameritech-Ohio may, at its option and MCIm's expense, take such steps as may be required to bring MCIm's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix. If the steps taken are to be service affecting, Ameritech-Ohio must give MCIm thirty (30) business days advance notice. If the steps taken are to be non-service affecting, Ameritech-Ohio must give MCIm fifteen (15) business days advance notice.

11.4 Correction of Conditions by Ameritech-Ohio

11.4.1 Ameritech-Ohio will, whenever practicable, notify MCIm in writing before performing such work. The written notice shall describe the nature of the work to be performed and Ameritech-Ohio's schedule for performing the work.

11.4.2 If MCIm's facilities have become detached or partially detached from supporting racks or wall supports located within an Ameritech-Ohio manhole, Ameritech-Ohio may, at MCIm's expense, reattach them but shall not be obligated to do so. If Ameritech-Ohio does not reattach MCIm's facilities, Ameritech-Ohio shall cooperate with MCIm for the reattachment of any facilities affected.

11.4.3 Ameritech-Ohio shall, as soon as practicable after performing the work, advise MCIm in writing of the work performed or action taken. Upon receiving such notice, MCIm may inspect the facilities, after notice to Ameritech-Ohio, and take such steps as MCIm may deem necessary to insure that the facilities meet MCIm's performance requirements.

11.5 MCIm to Bear Expenses

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

12 INSPECTIONS

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

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

13 DAMAGE TO ATTACHMENTS

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

14 CHARGES

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

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

15 NONDISCRIMINATION

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

16 JOINING OF FACILITIES

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

17 COST IMPUTATION

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

18 ABANDONMENT, SALES, OR DISPOSITIONS

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

UNE

TABLE OF CONTENTS

1 INTRODUCTION

1.1 This Appendix, Unbundled Network Elements (UNE), set forth the terms and conditions pursuant to which Ameritech-Ohio agrees to furnish MCIm with access to UNEs.

1.1.1 Intentionally Omitted.

1.1.2 Intentionally Omitted.

1.1.3 *The following are the Unbundled Network Elements which MCIm and Ameritech-Ohio have identified as of the Effective Date of this agreement:

Loop
High Frequency Portion of the Loop "HFPL"
Subloop Elements
Network Interface Device
Local Circuit Switching
Packet Switching
Shared Transport
Dedicated Transport
Signaling Link Transport
Signaling Transfer Points
Service Control Points / Databases
Local Tandem Switching
Dark Fiber
Access to Call Related Databases

1.1.4 Intentionally Omitted.

1.1.5 MCIm may request new, undefined unbundled Network Elements in accordance with the Bona Fide Request Process.

1.2 The prices at which Ameritech-Ohio agrees to provide MCIm with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing.

1.3 * Ameritech-Ohio has no obligation to provide access to any unbundled Network Element, or to provide terms and conditions associated with any Network Element, other than expressly set forth in this Agreement.

2 GENERAL TERMS AND CONDITIONS

2.1 Ameritech-Ohio and MCIm agree that MCIm may connect its facilities or facilities provided to MCIm by third-parties with Ameritech-Ohio's network at any point designated by MCIm, provided such point is technically feasible, for access to UNEs for the provision by MCIm of a Telecommunications Service.

2.2 Ameritech-Ohio will provide MCIm nondiscriminatory access to UNEs:

2.2.1 At any technically feasible point;

2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory;

2.2.3 In a manner that allows MCIm to provide a Telecommunications Service that may be offered by means of that UNE;

2.2.4 In a manner that allows access to all features, functions and capabilities of a requested unbundled Network Element to be provided separately from access to other elements, and for a separate charge;

2.2.5 With technical information about Ameritech-Ohio's network facilities sufficient to allow MCIm to achieve access to unbundled Network Elements consistent with the requirements of this Appendix.

2.2.6 Without limitations, restrictions, or requirements on requests that would impair MCIm's ability to provide a Telecommunications Service in a manner it intends;

2.2.7 In a manner that allows MCIm purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers.

2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which Ameritech-Ohio provides such elements to itself.

2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act.

2.3 * MCIm may use Ameritech-Ohio UNEs to provide exchange access services to itself and other IXCs within its role as a local exchange service provider to an end user customer, in order to offer interexchange services to that end user customer. MCIm may not resell UNEs it obtains from Ameritech Ohio to other Telecommunications Carriers.

2.4 When MCIm is purchasing a UNE, Ameritech-Ohio will permit MCIm exclusive use of that facility for a period of time, and when MCIm is purchasing access to a feature, function, or capability of a facility, Ameritech-Ohio will provide use of that feature, function, or capability for a period of time.

2.5 Ameritech-Ohio will maintain, repair, or replace UNEs as provided for in this Agreement.

2.6 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what Ameritech-Ohio provides itself or any subsidiary, affiliate, or other Party.

2.7 Each Party shall be solely responsible for the services it provides to its end user customer and to other Telecommunications Carriers.

2.8 UNEs provided to MCIm under the provisions of this Appendix shall remain the property of Ameritech-Ohio.

2.9 * Ameritech-Ohio will not connect to or combine UNE's with any non-251 (c)(3) or other Ameritech-Ohio service offerings.

2.10 Provisioning/Maintenance of Unbundled Network Elements

2.10.1 * Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as Ameritech-Ohio may elect at its own discretion, but also at parity and on a nondiscriminatory basis. Ameritech-Ohio will provide access to UNEs where technically feasible. Where facilities and equipment are not available, Ameritech-Ohio shall not be required to provide UNEs, provided, however, that nothing herein is intended to rescind, alter or override any

obligation that Ameritech-Ohio has to MCIm by virtue of Ameritech-Ohio's Facilities Modification (FMOD) Policy. Ameritech-Ohio will not discriminate against MCIm vis-a-vis other CLECs, including any affiliate of Ameritech-Ohio, with respect to FMOD Policy. Additionally, when Ameritech-Ohio rejects a UNE order based on a determination that such facilities are not available, MCIm may, within five (5) business days from the day it receives the order rejection, request a copy of, or access to, the records that Ameritech-Ohio used to reach such determination. Ameritech-Ohio shall provide MCIm with a copy of, or access to, these records within two (2) business days from the day it receives the request from MCIm.

2.10.2 Subject to the terms herein, Ameritech-Ohio is responsible only for the provisioning, installation, operation and maintenance of the unbundled Network Elements it provides. Ameritech-Ohio is not otherwise responsible for the Telecommunications Services, including the design thereof, provided by MCIm through the use of those UNEs.

2.10.3 Where UNEs provided to MCIm are dedicated to a single end user customer, if such UNEs are for any reason disconnected they shall be made available to Ameritech-Ohio for future provisioning needs, on the same basis Ameritech-Ohio holds or reassigns such facilities for its own end user customers, unless such UNE is disconnected in error. MCIm agrees to relinquish control of any such UNE concurrent with the disconnection of MCIm's end user customer service.

2.10.4 MCIm shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit Ameritech-Ohio to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments. But in no case will Ameritech-Ohio perform scheduled maintenance on any MCIm UNE prior to providing reasonable notice to MCIm in advance of performing such maintenance. Ameritech-Ohio shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise MCIm promptly of any emergency maintenance actions it takes effecting MCIm.

2.10.5 MCIm shall connect equipment and facilities that are compatible with the Ameritech-Ohio unbundled Network Elements and shall use UNEs in accordance with all applicable regulatory standards and the requirements of this Agreement. MCIm's use of any Ameritech-Ohio UNE, or of its own equipment or facilities in conjunction with any Ameritech-Ohio unbundled Network Element, will not materially interfere with or impair service over any facilities of Ameritech-Ohio, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, Ameritech-Ohio may discontinue or refuse service if MCIm violates this provision, provided that such termination of service will be limited to MCIm's use of the UNE(s) causing the violation.

2.10.6 When an existing end user customer served by Ameritech-Ohio or another CLEC changes service to MCIm using any Ameritech-Ohio provided UNE(s), MCIm shall issue appropriate service requests, to both disconnect the existing service and connect new service to MCIm's end user customer. MCIm's service requests will be processed by Ameritech-Ohio, and MCIm will be charged the existing UNE service order charge(s), recurring and nonrecurring charges for each individual UNE and cross connect ordered, as set forth in the Pricing

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

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

2.11 Performance of UNEs

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

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

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

3 INTENTIONALLY OMITTED

4 NETWORK INTERFACE DEVICE

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

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

4.3 Access to Network Interface Device

4.3.1 Due to the wide variety of NIDs utilized by Ameritech-Ohio (based on end user customer size and environmental considerations), MCIm may access the end user customer's inside wire by any of the following means:

4.3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, and with the subscriber authorization required by this Agreement and Applicable Law, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

4.3.1.2 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or

4.3.1.3 Request Ameritech-Ohio to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (*i.e.*, MCIm, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

4.3.1.4 Due to the wide variety of NID enclosures and outside plant environments, Ameritech-Ohio will work with MCIm to develop specific procedures to establish the most effective means of implementing this Section.

4.4 Technical Requirements

4.4.1 The NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for Ameritech-Ohio's facilities, for the distribution media and/or cross connect to MCIm's NID, and shall maintain a connection to ground.

4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution media and/or cross connect to MCIm's NID, consistent with the NID's function at the Effective Date of this Agreement.

4.4.3 Where an Ameritech-Ohio NID exists, it is provided in its "as is" condition. MCIm may request Ameritech-Ohio do additional work to the NID in accordance with other provisions herein.

4.4.4 The Ameritech-Ohio NIDs that MCIm uses under this Appendix will be existing NIDs installed by Ameritech-Ohio to serve its end user customers.

4.4.5 Upon request, Ameritech-Ohio will dispatch a technician to tag an existing end user customer's inside wire facilities on the end user customer's side of the NID. In such cases, a NID "Premise Visit" charge shall apply at charges reflected on Appendix Pricing, except the premise visit charge shall not apply if the NID location information provided to MCIm prior to the dispatch request was inaccurate.

4.4.6 MCIm shall not attach to or disconnect Ameritech-Ohio's ground. MCIm shall not cut or disconnect Ameritech-Ohio's loop from the NID and/or its protector. MCIm shall not cut any other leads in the NID.

5 LOCAL LOOP

5.1 * Pursuant to applicable FCC rules, a local loop unbundled Network Element is a dedicated transmission facility between a distribution frame (or its equivalent) in an Ameritech-Ohio Central Office and the loop demarcation point at an end user customer premises, including inside wire owned by Ameritech-Ohio. Inside wire is defined as all loop plants owned by Ameritech-Ohio on end user customer premises as far as the point of demarcation, including the loop plant near the end user customer premises. MCIm may access the inside wire subloop at any technically feasible point, including but not limited to, NID, MPOE, the single point of interconnection the pedestal or the pole. The local loop Network Element includes all features, functions and capabilities of the transmission facility, including, but not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop Network Element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by Applicable Law or this Agreement, and where such loops are deployed in Ameritech-Ohio wire centers.

5.2 Ameritech-Ohio will provide at the rates, terms, and conditions set out in this Appendix and in the Appendix Pricing on the following:

5.2.1 2-Wire Analog Loop

5.2.1.1 A 2-Wire analog loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

5.2.2 4-Wire Analog Loop

5.2.2.1 A 4-Wire analog Loop is a transmission path that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog Loop provides separate transmit and receive paths.

5.2.3 2-Wire Digital Loop

5.2.3.1 A 2-Wire 160 Kbps digital Loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.

5.2.4 4-Wire Digital Loop

5.2.4.1 A 4-Wire 1.544 Mbps digital Loop is a transmission path that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

5.2.5 Optical Loop

5.2.5.1 A fiber optic loop is a transmission path that will support any OC-n service. Ameritech-Ohio will provide OCN Loops wherever available and deployed.

5.2.6 DS3 Digital Loop

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

5.2.7 DSL compatible Loop

5.2.7.1 See DSL Appendix

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

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

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

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

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

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

5.3.1.5 Side-door grooming (hairpinning).

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

5.5 Dark Fiber

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

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

5.6 Interoffice Dark Fiber

5.6.1 Ameritech-Ohio will provide dark fiber in the dedicated interoffice transmission segment of the network as an unbundled Network Element. Interoffice dark fiber is Ameritech-Ohio optical transmission facilities without attached multiplex aggregation or other electronics between two different Ameritech-Ohio Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the

CO. Ameritech-Ohio will offer its dark fiber to MCIm when MCIm has collocation space in each Ameritech-Ohio CO where the fibers terminate.

5.7 Loop Fiber

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

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

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

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

5.8 * Spare Fiber Inventory Availability and Condition

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

5.9 Determining Spare Fibers:

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

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

5.9.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers
5.9.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers
5.9.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers
5.9.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers
5.9.1.1.5 Cables with 216 fibers: 18 maintenance spares
5.9.1.1.6 Cables with 288 fibers: 24 maintenance spares
5.9.1.1.7 Cables with 432 fibers: 36 maintenance spares
5.9.1.1.8 Cables with 864 fibers: 72 maintenance spares

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

5.9.1.3 Ameritech-Ohio growth fibers. Fibers documented as reserved by Ameritech-Ohio for utilization for growth within the 12 month-period following the carrier's request.

5.9.2 The appropriate Ameritech-Ohio engineering organization will maintain records on each fiber optic cable for which MCIm request dark fiber.

5.10 * Quantities and Time Frames for ordering Dark Fiber:

5.10.1 The minimum number of fiber strands that MCIm can order is two, and fiber strands must be ordered in multiples of two.

5.10.2 If MCIm wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing MCIm's specific point-to-point (A to Z) dark fiber requirements. For such inquiries, Ameritech-Ohio shall provide to MCIm information regarding the location and availability. When MCIm submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

5.10.2.1 If dark fiber is available, as determined under this Agreement, Ameritech-Ohio will notify MCIm and MCIm may place an Access Service Request (ASR) for the dark fiber.

5.10.3 Dark fiber will be assigned to MCIm only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When MCIm submits the ASR, the ASR will be processed and the dark fiber facilities assigned for use by MCIm within thirty (30) business days and charges will apply as outlined in state specific Appendix Pricing.

5.10.3.1 Prior to completing any order for dark fiber submitted by MCIm, Ameritech-Ohio shall conduct an Actual Measured Loss (AML) readings on the dark fiber ordered on the plant test date, and shall provide the results of such reading to MCIm. If, in MCIm's sole discretion, such AML reading indicates that the dark fiber does not meet MCIm's usability and performance requirements, MCIm may, at any time up to the close of business on the due date for the dark fiber order, cancel its order and shall not be responsible for any charges, other than applicable Dark Fiber Inter-office or Loop/Subloop Inquiry charges associated with that order.

5.11 Reclamation of Dark Fiber

5.11.1 To reclaim dark fiber, Ameritech-Ohio must first negotiate with MCIm to address the concerns related to the proposed reclamation. Ameritech-Ohio must then demonstrate to the Commission that it needs the dark fiber to meet its carrier of last resort responsibilities and that fiber proposed to be reclaimed will be used within twelve (12) months of reclamation. Ameritech-Ohio must also provide MCIm with an alternative facility that meets MCIm's needs prior to reclaiming the facility. Ameritech-Ohio may not reclaim lighted fiber being used by MCIm. Ameritech may only reclaim dark fiber that MCIm has not yet light.

5.12 Access Methods specific to Dark Fiber

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

5.13 Installation and Maintenance for Dark Fiber

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

6 SUB-LOOP ELEMENTS

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

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

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

6.2 Definitions pertaining to the Sub-Loop:

6.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

6.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the end user customer's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

6.2.3 "Digital Subloop" may be deployed on on-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

6.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user customer can be connected to the ILEC's network.

6.2.5 "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

6.2.6 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.

6.2.7 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.

6.2.8 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

6.2.9 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

6.2.10 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user customer's premise.

6.2.11 "SPOI" is defined as a Single Point of Interconnection. A SPOI will usually be located in a Multi-Tenant Environment as a single point of demarcation which will allow ILECs and CLECs to interconnect to wiring owned or controlled by the

property owner or their agent. Ameritech-Ohio shall provide a SPOI at multi-unit premises that is suitable for use by multiple carriers. This obligation is in addition to Ameritech-Ohio's obligation to provide nondiscriminatory access to subloops at any technically feasible point. If the parties are unable to negotiate terms and conditions regarding a SPOI, issues in dispute, including compensation of Ameritech-Ohio under forward-looking pricing principles, shall be resolved under the dispute resolution processes in section 252 of the Act.

6.2.12 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

6.2.13 "Term-to-NID" is that portion of the loop from an accessible terminal to the NID, which is located at an end user customer's premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

6.3 Ameritech-Ohio will offer the following types of subloop elements including, but not limited to:

6.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

6.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

6.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

6.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

6.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL).

6.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL).

6.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user customer capacity up to 144 Kbps.

6.3.8 OCN Subloop, where currently deployed in Ameritech-Ohio's network.

6.4 Intentionally Omitted.

6.5 Subloop conditioning where applicable, is covered in Appendix DSL.

6.6 Access to Subloops:

6.6.1 Access to terminals for subloops is defined to include:

6.6.1.1 any technically feasible point, including but not limited to, the point near the end user customer premises accessible by a cross-connect (such as

the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the end user customer premises),

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

6.6.1.3 the Main Distribution Frame (MDF),

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

6.6.1.5 the Single Point of Interconnection (SPOI)

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

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

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

6.8 Intentionally Omitted.

6.9 Provisioning:

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

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

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

6.10 Maintenance:

6.10.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the Ameritech-Ohio switch/testing equipment will be lost.

6.10.2 Once Subloop Access Arrangements have been completed and balance of payment due Ameritech-Ohio is received, MCIm may place LSRs for subloops at this location. Prices at which Ameritech-Ohio agrees to provide MCIm with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

6.10.3 In the event of catastrophic damage to the RT, SAI/FDI, Terminal, or NID where MCIm has a SAA, Ameritech-Ohio repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all end user customers to be restored in the least amount of time. Should MCIm's cabling require replacement, Ameritech-Ohio will provide prompt notification to MCIm for MCIm to provide the replacement cable to be terminated as necessary.

6.11 Subloop Access Arrangements:

6.11.1 Prior to ordering subloop facilities, MCIm will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the Ameritech-Ohio subloop network.

6.11.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. MCIm will initiate an SCA by submitting a Sub-loop Access Arrangement Application.

6.11.3 Upon receipt of a complete and correct application, Ameritech-Ohio will provide to MCIm within thirty (30) days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When MCIm submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

6.11.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.

6.11.5 Subloop inquiries do not serve to reserve subloop(s).

6.11.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

6.11.7 MCIm will be responsible for obtaining rights of way from owners of property where Ameritech-Ohio has placed the equipment necessary for the SAA prior to submitting the request for SCA.

6.11.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, MCIm should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both MCIm and Ameritech-Ohio to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

6.11.9 Construction of the Subloop Access Arrangement shall be completed within ninety (90) days of MCIm submitting to Ameritech-Ohio written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. Ameritech-Ohio will not begin any construction under the SCA until MCIm has provided proof that it has obtained necessary rights of way as defined herein. In the event MCIm disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 12, of this Agreement, Ameritech-Ohio will proceed with construction of the SAA upon receipt from MCIm of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by MCIm upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

6.11.10 Upon completion of the construction activity, MCIm will be allowed to test the installation with an Ameritech-Ohio technician. If MCIm desires test access to the SAA, MCIm should place its own test point in its cable prior to cable entry into Ameritech-Ohio's interconnection point.

6.11.11 A non-binding MCIm forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow Ameritech-Ohio to properly engineer access to each SAI and to ensure Ameritech-Ohio does not provide more available terminations than MCIm expects to use.

6.11.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

6.11.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at MCIm expense.

6.11.14 In the event MCIm elects to discontinue use of an existing SAA, or abandons such arrangement, MCIm shall pay Ameritech-Ohio for removal of their facilities from the SAA.

6.12 Subloop Access Arrangement (SAA) Access Points:

6.12.1 SAI/FDI or Terminal

6.12.1.1 MCIm cable to be terminated in an Ameritech-Ohio SAI/FDI, or Terminal, shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. MCIm's Aerial cables should be aircore.

6.12.1.2 MCIm may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that Ameritech-Ohio will terminate on available binding posts in the SAI/FDI or Terminal.

6.12.1.3 MCIm may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and Ameritech-Ohio will stub out a cable from the SAI/FDI or Terminal, which Ameritech-Ohio will splice to MCIm cable at the meet point.

6.12.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the twelve (12) month period beginning on the date of the inquiry LSR.

6.12.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, if MCIm and Ameritech-Ohio are mutually agreeable, Ameritech-Ohio may increase capacity of the SAI/FDI by the method of it's choice, for which MCIm will be charged a portion of the expense to be determined by the Ameritech-Ohio engineer and authorized by MCIm for the purpose of allowing MCIm to terminate it's cable at the SAI/FDI.

6.12.1.6 Exhausted Termination Points in a Terminal - When a terminal's termination points are all terminated to assignable cable pairs, Ameritech-Ohio may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the MCIm facilities for which MCIm will be charged.

6.13 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

6.13.1 Ameritech-Ohio shall notify MCIm of pending relocation as soon as Ameritech-Ohio receives such notice.

6.13.2 MCIm shall notify Ameritech-Ohio of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

6.13.3 Ameritech-Ohio shall then provide MCIm an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with MCIm and Ameritech-Ohio engineer.

6.13.4 MCIm shall notify Ameritech-Ohio of acceptance or rejection of the new SCA within ten (10) business days of it's receipt of Ameritech-Ohio 's estimate.

6.13.5 Upon acceptance of the Ameritech-Ohio estimate, MCIm shall pay at least 50% of the relocation costs at the same time as they notify Ameritech-Ohio of their acceptance of estimate costs.

6.13.6 Should MCIm decide not to continue the SAA, MCIm will notify Ameritech-Ohio as to the date that Ameritech-Ohio may remove MCIm's facilities from that SAA. MCIm will pay Ameritech-Ohio for all costs associated with the removal of MCIm's SAA.

6.13.7 In the event that MCIm does not respond to Ameritech-Ohio in time to have their facilities relocated, Ameritech-Ohio shall move MCIm facilities and submit a bill for payment to MCIm for the costs associated with the relocation. Should MCIm elect not pay this bill, then MCIm facilities will be removed from the site upon thirty (30) days notice to MCIm.

6.14 RT (for DS3 Subloop):

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

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

7 ENGINEERING CONTROLLED SPLICE (ECS)

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

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

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

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

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

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

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

7.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis.

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

7.3.1 Dedicated Facility Option (DFO)

7.3.1.1 MCIm may request Ameritech-Ohio splice the existing cabling between the ECS and the SAI to MCIm's SAA facility. This facility will be "dedicated" to MCIm for subsequent subloop orders.

7.3.1.2 MCIm must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

7.3.1.3 MCIm will compensate Ameritech-Ohio for each of the dedicated subloop facilities, based on recurring subloop charges for the quantity of subloops dedicated to MCIm between the ECS and the SAI.

7.3.2 Cross-connected Facility Option (CFO)

7.3.2.1 MCIm may request Ameritech-Ohio build an ECS cross-connect junction on which to terminate MCIm's SAA facility.

7.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of Ameritech-Ohio cabling between the ECS and the RT and/or SAI, and the inventorying of that Ameritech-Ohio cabling.

7.3.2.3 MCIm must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

7.3.2.4 * MCIm will compensate Ameritech-Ohio for the charges incurred by Ameritech-Ohio derived from MCIm's request for the SCA.

8 LOCAL SWITCHING

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

8.1.1 line-side facilities, which include, but are not limited to, the connection between a Loop termination at a Main Distribution Frame and a switch line card.

8.1.2 trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and

8.1.3 all features, functions, and capabilities of the switch, available from the specific port type (line side or trunk side port) which include:

8.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC end user customers, such as a telephone number, white page listing, and dial tone;

8.1.3.2 all other features that the switch is capable of providing, including end user customer calling, CLASS features and Centrex.

8.1.3.3 as well as any technically feasible customized routing function provided by the switch.

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

8.2.1 Unbundled Local Switching utilizes routing instructions resident in the ILEC switch to direct all CLEC traffic.

8.2.2 In Ohio, when MCIm is purchasing Unbundled Local Switching, Ameritech-Ohio shall provide MCIm with all Vertical features, CLASS features, and other features resident in the Ameritech-Ohio switch.

8.2.3 ULS as provided by Ameritech-Ohio includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

8.2.3.1 At MCIm's request, after the Effective Date, the Parties will meet to jointly develop a detailed, mutually agreeable plan for ordering, provisioning and maintenance process associated with Unbundled Network Elements combinations. The Parties will meet within thirty (30) days after MCIm's written request to commence the joint development. If the Parties do not complete this development within three (3) months after the date of MCIm's written request, either Party may invoke Dispute Resolution and Escalation process set forth in General Terms and Conditions of this Agreement.

8.2.4 Intentionally left blank.

8.2.5 At Ameritech-Ohio's discretion, upon not less than one hundred and eighty (180) days' written notice to MCIm, Ameritech-Ohio may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices to MCIms serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which Ameritech-Ohio can demonstrate that, as of the date on which MCIm receives notice (the "Exception Notice Date"), Ameritech-Ohio has satisfied each of the following conditions:

8.2.5.1 A territory shall constitute an "Exception Territory" if it constitutes the service area of Ameritech-Ohio offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

8.2.5.2 In the Exception Territory where Ameritech-Ohio elects to offer the Enhanced Extended Loop (EEL) pursuant to the UNE Remand Order, the EEL would be available to MCIm in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. Ameritech-Ohio may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for MCIm end user accounts involving four or more lines.

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

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

8.3 Customized Routing

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

8.3.2 Intentionally Omitted.

8.4 Technical Requirements - Local Switching

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

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

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

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

8.5 Intentionally Omitted

8.6 Switch Ports

8.6.1 In Ameritech-Ohio, a Switch Port is a termination point in the end office switch. The charges for available Switch Ports are reflected in state specific Appendix Pricing.

8.6.2 Intentionally Omitted.

8.7 Intentionally Omitted.

8.7.1 Ameritech-Ohio shall provide nondiscriminatory access to shared transport on an unbundled basis. Shared transport is defined as transmission facilities shared by more than one carrier, including Ameritech-Ohio, between end office switches, between end office switches and tandem switches, and between tandem switches in Ameritech-Ohio's network. Ameritech-Ohio shall provide ST, along with all features, functions and capabilities of ST, in a manner that allows MCIm to provide any Telecommunications Service that can be offered by means of ST.

8.7.1.1 Ameritech-Ohio provides access to unbundled shared transport only when purchased in conjunction with a ULS port that MCIm subscribes to for the purpose of delivering traffic from/to an MCIm end user customer as set forth below.

8.7.1.1.1 Intentionally Omitted.

8.7.1.1.2 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in Ameritech-Ohio. ULS-ST is provided on a per ULS port basis.

8.7.1.2 Intentionally Omitted.

8.7.1.3 Intentionally Omitted.

8.7.1.4 All MCIm's local traffic between Ameritech-Ohio switches will use Shared Transport and all local MCIm's traffic to non-Ameritech-Ohio switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) interexchange Carrier, as appropriate, selected for that ULS port.

8.7.1.5 Intentionally Omitted.

8.7.1.6 * Ameritech-Ohio's obligation to provide ULS-ST is limited to where technically feasible and is limited to existing switch and transmission facilities capacities of the Ameritech-Ohio network.

8.7.1.7 * In providing ULS-ST, Ameritech-Ohio will use the existing Ameritech-Ohio routing tables contained in Ameritech-Ohio switches, as Ameritech-Ohio may change those tables from time to time including after MCIm purchases ULS-ST.

8.7.2 * Custom Routing of OS/DA with ULS-ST

8.7.2.1 Where technically feasible, Ameritech-Ohio shall provide customized routing upon request. Ameritech-Ohio will permit MCIm to designate the particular outgoing trunks associated with ST provided by Ameritech-Ohio, which will carry certain classes of traffic originating from MCIm's customers. This feature will allow MCIm to specify that OS/DA traffic from its customers be routed over designated trunks which terminate at MCIm's OS/DA platform or a third party's OS/DA platform.

8.7.2.2 MCIm must provide Ameritech-Ohio routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where MCIm has end user customers served via ULS-ST ports.

MCIm will be charged by Ameritech-Ohio for the establishment of each custom route for OS or DA traffic in an End Office Switch.

8.7.2.3 Intentionally Omitted.

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

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

8.8 Local Tandem Switching

8.8.1 Local Tandem Switching is defined as:

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

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

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

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

9 PACKET SWITCHING

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

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

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

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

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

9.2 Ameritech-Ohio shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied;

9.2.1 Ameritech-Ohio has deployed digital loop carrier systems, including but not limited to integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault),

9.2.2 There are no spare copper loops capable of supporting the xDSL services MCIm seeks to offer;

9.2.3 Ameritech-Ohio has not permitted MCIm to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has MCIm obtained a virtual collocation arrangement at these subloop interconnection points as defined by Section 51.319(b); and

9.2.4 Ameritech-Ohio has deployed packet switching capability for its own use.

10 INTEROFFICE TRANSPORT

10.1 Ameritech-Ohio shall provide nondiscriminatory access, in accordance with 47CFR Section 51.311 and section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to MCIm for the provision of a telecommunications service.

10.1.1 Ameritech-Ohio shall:

10.1.1.2 Provide MCIm exclusive use of interoffice transmission facilities dedicated to a particular end user customer or carrier, or use the features, functions, and capabilities of interoffice transmission facilities shared by more than one end user customer or carrier.

10.1.1.3 Provide all technically feasible transmission facilities, features, functions, and capabilities that MCIm could use to provide telecommunications services;

10.1.1.4 Permit, to the extent technically feasible, MCIm to connect such interoffice facilities to equipment designated by MCIm including but not limited to, MCIm's collocated facilities; and

10.1.1.5 Permit, to the extent technically feasible, MCIm to obtain the functionality provided by Ameritech-Ohio's digital cross-connect systems in the same manner that Ameritech-Ohio provides such functionality to inter-exchange carriers.

10.2 Ameritech-Ohio will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

10.3 Unbundled Dedicated Transport

10.3.1 Unbundled Dedicated Transport (UDT) is defined as Incumbent LEC transmission facilities, including all technically feasible capacity related services including, but not limited to, DS1, DS3 and OCN levels, dedicated to a particular end user customer or carrier, that provide telecommunications between Wire Centers owned by Incumbent LEC or requesting Telecommunications Carriers, or between switches owned by Incumbent LEC or requesting Telecommunications Carriers. Ameritech-Ohio will provide Dedicated Transport as a point to point circuit dedicated to the MCIm at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). Ameritech-Ohio will provide higher speeds to MCIm as they are deployed in the Ameritech-Ohio network. Ameritech-Ohio provides OCN Dedicated Transport and Entrance Facilities as point-to-point bit rates, when and where facilities exist.

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

10.3.2.1 The facilities used to provide Dedicated Transport.

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

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

10.4 Diversity

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

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

10.5 Digital Cross-Connect System (DCS)

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

10.6 Network Reconfiguration Service (NRS)

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

10.7 Dark fiber transport

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

10.8 Intentionally Omitted.

11 OPERATOR SERVICES AND DIRECTORY ASSISTANCE

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

12 SIGNALING NETWORKS AND CALL-RELATED DATABASES

12.1 Ameritech-Ohio shall provide nondiscriminatory access, in accordance with Section 51.311 and Section 251 (c) (3) of the Act, to signaling networks, call-related databases, and service management systems on an unbundled basis to MCIm for the provision of a telecommunications service.

12.2 Signaling Networks: Signaling networks include, but are not limited to, signaling links and signaling transfer points and are available as described in Appendix SS7.

12.3 Call Related Databases: Call-related databases are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing or other provision of a Telecommunications Service.

12.3.1 For purposes of switch query and database response through a signaling network, Ameritech-Ohio shall provide access to its call-related databases, including but not limited to, 911 Database, E911 Database, Toll Free Calling Database, Advanced Intelligent Network Databases, and downstream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases, as described in their respective Appendices.

12.4 Service Management Systems:

12.4.1 A service management system is defined as a computer database or system not part of the public switched network that, among other things:

12.4.1.1 Interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call; and

12.4.1.2 Provides Telecommunications Carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.

12.4.2 Access to Service Management Systems is available as described in Appendix SS7.

13 OPERATIONS SUPPORT SYSTEMS FUNCTIONS

13.1 Ameritech-Ohio shall provide nondiscriminatory access in accordance with Section 51.311 and Section 251 (c)(3) of the Act to operations support systems on an unbundled basis to MCIm for the provision of a telecommunications service. Operations support system functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Ameritech-Ohio's databases and information. Ameritech-Ohio, as part of its duty to provide access to the pre-ordering function, must provide MCIm with nondiscriminatory access to the same detailed information about the loop that is available to Ameritech-Ohio. Access to OSS is available as described in Appendix OSS.

14 CROSS CONNECTS

14.1 Intentionally Omitted.

14.2 Pricing for cross connects for Ameritech-Ohio are provided as set forth in Appendix Pricing.

14.3 The applicable Loop cross connects for UNE Connection Methods referenced herein are as follows:

14.3.1 2-Wire Analog Loop to UNE Connection Methods point of access

14.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access

14.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access

14.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access

14.4 The applicable Unbundled Dedicated Transport cross connects for UNE Connection Methods referenced herein are as follows:

14.4.1 DS-1 to UNE Connection Methods point of access

14.4.2 DS-3 to UNE Connection Methods point of access

14.5 The applicable Switch Port cross connects for UNE Connection Methods referenced herein are as follows:

14.5.1 Analog Line Port to UNE Connection Methods point of access

14.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.

14.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access.

14.5.4 Analog DID Trunk Port to UNE Connection Methods point of access.

14.5.5 DS1 Trunk Port (e.g., PBX Trunk, DID and DOD) to UNE Connection Methods point of access.

14.6 Intentionally Omitted.

14.7 Intentionally Omitted.

14.8 Intentionally Omitted.

14.9 Intentionally Omitted.

14.10 Ameritech-Ohio shall make available to MCIm, at MCIm's request, the following cross connects for Ameritech-Ohio Loop, UDT or Port UNEs:

14.10.1 2-wire

14.10.2 4-wire

14.10.3 6-wire

14.10.4 8-wire

14.10.5 DS-1

14.10.6 DS-3

14.10.7 OC-3

14.10.8 OC-12

14.10.9 OC-48

14.10.10 LT1

14.10.11 LT3

15 MAINTENANCE OF ELEMENTS

15.1 If trouble occurs with unbundled Network Elements (including subloops) provided by Ameritech-Ohio, MCIm will first determine whether the trouble is in MCIm's own equipment and/or facilities or those of the end user customer. If MCIm determines the trouble is in Ameritech-Ohio's equipment and/or facilities, MCIm will issue a trouble report to Ameritech-Ohio.

15.2 Time and Material charges

15.2.1 MCIm shall pay Time and Material charges (maintenance of service charges/additional labor charges) when MCIm reports a suspected failure of a Network Element (including subloops) and Ameritech-Ohio dispatches personnel to the end user customer's premises or a Ameritech-Ohio Central Office and to the extent that the trouble was not caused by Ameritech-Ohio's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the Pricing Appendix.

15.3 * MCIm shall pay Time and Material charges when Ameritech-Ohio dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than Ameritech-Ohio or in detariffed CPE provided by Ameritech-Ohio, unless covered under a separate maintenance agreement. Anything to the contrary in this Agreement notwithstanding, Ameritech-Ohio shall not proceed with any repairs pursuant to this Section 15.3 without the consent of MCIm's end user customer, which consent shall be obtained in accordance with the requirements of this Agreement, including providing MCIm with documentation of the end user customer's request.

15.4 MCIm shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

15.5 If MCIm issues a trouble report allowing Ameritech-Ohio access to the end user customer's premises and Ameritech-Ohio personnel are dispatched but denied access to the premises, provided Ameritech makes a reasonable effort to enter the premises, then Time and Material charges will apply for the period of time that Ameritech-Ohio personnel are dispatched. Subsequently, if Ameritech-Ohio personnel are allowed access to the premises, these charges will still apply.

15.6 If MCIm requests or approves a Ameritech-Ohio technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, MCIm will pay Time and Material charges for any additional work to perform such services only in circumstances in which Ameritech-Ohio would have charged its own customer such charges for work performed outside of normal scheduled working hours.

15.7 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of performed other than on a normally scheduled workday.

16 UNE COMBINATIONS

16.1 At MCIm's request, Ameritech-Ohio shall provide combinations of unbundled Network Elements in accordance with the requirements of this Section 16, other applicable requirements of this Agreement and Applicable Law, including 47 CFR Section 315. Ameritech-Ohio may not require MCIm to own or control any local exchange facilities as a condition of offering to MCIm any Network Element or combination. Ameritech-Ohio may not require MCIm to combine Network Elements. Ameritech-Ohio shall not separate Network Elements that are already combined on Ameritech-Ohio's network unless requested by MCIm.

16.2 For each Network Element, Ameritech-Ohio shall provide (i) a demarcation point (e.g., at a Digital Signal Cross Connect, Light Guide Cross Connect/Light Distribution frame panel or a Main Distribution Frame, or other location) and (ii) if necessary, access to the demarcation point; such demarcation point being mutually agreeable to the Parties. However, where Ameritech-Ohio provides contiguous UNEs to MCIm, Ameritech-Ohio will provide the existing interconnections and no demarcation point shall exist between such contiguous Network Elements.

16.3 This Section describes the optional connection methods under which Ameritech-Ohio agrees to provide MCIm with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which Ameritech-Ohio makes these methods available. These methods provide MCIm access to multiple Ameritech-Ohio UNEs which MCIm may then combine. The methods listed below provide MCIm with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

16.3.1 Subject to availability of space and equipment, MCIm may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested Ameritech-Ohio Central Office.

16.3.1.1 (Method 1)

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

16.3.1.2 (Method 2)

16.3.1.2.1 Ameritech-Ohio will extend Ameritech-Ohio UNEs that require cross connection to MCIm's UNE frame located in the common room space, other than the Collocation

common area, within the same Central Office where the UNEs which are to be combined are located.

16.3.1.3 (Method 3)

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

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

16.4.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, Ameritech-Ohio will provide a written reply notifying MCIm of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

16.4.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of Ameritech-Ohio Central Office space and equipment.

16.4.3 MCIm may cancel the request at any time, but will pay Ameritech-Ohio's reasonable and demonstrable costs for modifying Ameritech-Ohio's Central Office up to the date of cancellation.

16.4.4 MCIm may elect to access Ameritech-Ohio's UNEs through Physical Collocation arrangements.

16.4.5 MCIm shall be responsible for initial testing and trouble sectionalization of facilities containing MCIm installed cross connects.

16.4.6 MCIm shall refer trouble it has sectionalized in the Ameritech-Ohio UNE to Ameritech-Ohio.

16.4.7 MCIm shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

16.4.8 All tools, procedures, and equipment used by MCIm to connect to Ameritech-Ohio's network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76300MP, to reduce the risk of damage to the network and end user customer disruption.

16.4.9 MCIm shall designate each Network Element being ordered from Ameritech-Ohio. MCIm shall provide an interface to receive assignment information from Ameritech-Ohio regarding location of the UNEs. This interface may be manual or mechanized.

16.4.10 Ameritech-Ohio will provide MCIm with contact numbers as necessary to resolve assignment conflicts encountered. All contact with Ameritech-Ohio shall be referred to such contact numbers.

16.4.11 The use of cellular telephones or two-way pagers is not permitted in Ameritech-Ohio equipment areas.

16.5 **CURRENTLY EXISTING UNE COMBINATIONS**

16.5.1 A "currently existing combination" includes the situation when MCIm orders all of the Ameritech-Ohio UNEs required either to migrate an Ameritech-Ohio end-user customer, another Telecommunications Carrier's pre-existing Unbundled Network Elements Platform (UNE-P) end-user customer, or MCIm's or another Telecommunications Carrier's resale end-user customer to a pre-existing combination.

16.5.2 A "currently existing combination" means a combination of UNEs that is currently in existence also referred to as physically connected, and requires no more effort than entering commands at a terminal (e.g., dial tone activation or cross connect activation). No physical work is required by Ameritech Ohio at an Ameritech-Ohio premises, an outside plant location, or a customer premises, in order to establish physical connections between a currently existing combination of UNEs.

16.5.3 For each and every provision of a currently existing combination of UNEs to provide to MCIm a UNE-P with an unbundled loop and the associated unbundled local switching with shared transport (ULS-ST) combination specifically set forth below in this section, as and to the extent specified in the Order, Ameritech-Ohio shall charge MCIm a single non-recurring charge per combination in accordance with the Order or subsequent Commission orders:

- 2-Wire Basic Analog Loop with Basic Line Port
- 2-Wire P.B.X. Ground Start Analog Loop with Ground Start Port
- 2-Wire Basic Analog Loop with CENTREX Basic Line Port
- 2-Wire Electronic Key Line Analog Loop with CENTREX EKL Line Port
- 2-Wire 160 kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
- 2-Wire 160 kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port

16.5.3.1 The nonrecurring charge in this section applies in lieu of nonrecurring charges for:

- Loop order
- Port order
- Loop connection
- Port connection

16.5.4 For each request for a currently existing combination to provide to MCIm a UNE-P that does not fall within those unbundled loop/local switching port/shared transport combinations specified in Section 16.5.3, the non-recurring installation and service order charges for the requested ULS-ST port type will apply, and the appropriate service order charges for the particular unbundled loop requested will apply.

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

16.6 **NEW UNE COMBINATIONS**

16.6.1 Subject to the provisions hereof and upon MCIm request, Ameritech-Ohio shall meet its combining obligations involving UNEs, including subloops, as provided in and to the extent required by Applicable Law.

16.6.2 In accordance with and subject to the provisions of this section, the new UNE combinations set forth in Section 16.7, Schedule – UNE Combinations (Ohio), attached and incorporated into this Agreement shall be made available to MCIm as specified in Section 16.7 and this section.

16.6.2.1 The following combinations shall not be considered a "new UNE combination" under this section: i) a "currently existing combination" as defined in Section 16.5, ii) the conversion of an existing qualifying special access service to a combination of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000).

16.6.3 The parties acknowledge that it is Ameritech-Ohio's position, as provided in this section, inclusive, that the United States Supreme Court in *Verizon Comm. Inc.* held that the duties in FCC Rules 51.315(c) and (d) are subject to restrictions limiting Ameritech-Ohio's obligation to combine UNEs. For example, it is Ameritech-Ohio's position that, without limitation, there is no obligation when MCIm is able to make the combinations itself; and that the new UNE combinations provided in this Agreement may exceed its existing obligations as defined in *Verizon Comm. Inc.* As of the Effective Date, there has been no further ruling or other guidance provided by the FCC upon remand of *Verizon Comm. Inc.* In light of that uncertainty, and subject to the following provisions in this section, inclusive, and the reservation of rights in this Agreement, Ameritech-Ohio is willing to perform the actions necessary to complete the actual physical combination for those new UNE combinations set forth in Section 16.7, Schedule – UNE Combinations, to this Agreement, subject to the following:

16.6.3.1 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, Ameritech-Ohio shall be relieved of any obligation to perform any combining functions or other actions under this Agreement, in a manner consistent with the UNE combining limitations or restrictions as set forth in such regulatory, judicial, or legislative action; and in accordance with the timeframes set forth in such action, or if no timeframes are set forth, upon the effective date of such regulatory, judicial, or legislative action, and MCIm shall thereafter be solely responsible for any such non-included functions or other actions. This section shall apply in accordance with its terms, regardless of any "change of law" or "intervening law" or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this section shall not affect the applicability of any such provisions in situations not covered by that first sentence.

16.6.3.2 Without affecting the application of Section 16.6.3.1 (which shall apply in accordance with its provisions), if Ameritech-Ohio either

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

16.6.4 For a new UNE combination in Section 16.7, Schedule – UNE Combinations, MCIm shall issue appropriate service requests. These requests will be processed by Ameritech-Ohio, and MCIm will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered, except that an interim nonrecurring charge, subject to true-up, for providing a new UNE-P combination for residential local exchange service, as listed in Appendix Pricing, pursuant to the Order or as modified on Rehearing or Appeal.

16.6.5 MCIm requests for a new UNE combination that is not listed Section 16.7, Schedule – UNE Combinations (Ohio), or for a combination of UNE(s) with elements possessed by MCIm, and subject to the terms herein, inclusive, shall be made by MCIm in accordance with either the bona fide requestor special request process applicable under the Agreement (generically referred to as "BFR") or the Bona Fide Request for Ordinarily Combined Combinations (BFR-OC) process as set forth below, whichever is applicable. Any BFR or BFR-OC for such a new UNE combination is subject to the provisions of the Agreement, except to the extent modified by any requirements, criteria and conditions provided for in this Agreement. The recurring and non-recurring charges applicable to other new combinations involving UNEs requested by MCIm, via either the BFR or the BFR-OC process as specified in this section, will be assessed based on the resulting combination as defined in the BFR or the BFR-OC Final Quote.

16.6.6 A Bona Fide Request Process for Ordinarily Combined Combinations (BFR-OC) is MCIm's written request to Ameritech-Ohio to provide an ordinarily combined combination of unbundled Network Elements not specifically identified in Section 16.7, Schedule – UNE Combinations. The BFR-OC Process may only be used for those new UNE combinations that are "ordinarily combined" by Ameritech-Ohio. A new UNE combination will be considered "ordinarily combined" unless (1) Ameritech-Ohio does not provide services using such a combination of unbundled Network Elements, (2) where Ameritech-Ohio does provide services using such combinations, such provisioning is extraordinary (i.e., a limited UNE combination created in order to provide service to a customer under a unique and generally nonrecurring set of circumstances), or (3) the UNE combination contains a Network Element, feature, or functionality that Ameritech-Ohio is not required to provide as, or in conjunction with, an Unbundled Network Element.

16.6.6.1 When MCIm submits a BFR-OC it shall provide a technical description of each requested feature, capability, functionality and/or unbundled Network Element requested, including specification of what UNEs the MCIm requests Ameritech-Ohio to combine.

16.6.6.2 For all requests submitted via the BFR-OC process, Ameritech-Ohio will notify MCIm within 10 calendar days of receipt of the complete BFR-OC whether Ameritech-Ohio will accept or reject the BFR-OC.

16.6.6.3 For each complete BFR-OC accepted by Ameritech-Ohio, it will provide the requesting MCIm within 30 calendar days of receipt of the complete BFR-OC a preliminary analysis (i.e., a high level estimate of the rate for the requested UNE combination), together with general terms and conditions that may apply to the offering.

16.6.6.4 If MCIm notifies Ameritech-Ohio in writing within 30 calendar days of receipt of Ameritech-Ohio' preliminary analysis that MCIm wants the Ameritech-Ohio to proceed with development of the "ordinarily combined" UNE combination, Ameritech-Ohio will provide MCIm a Final Quote within 60 calendar days of receipt of the written notification to proceed. The Final Quote will include a price quote, a firm delivery date, and any necessary terms and conditions.

16.6.6.5 For each complete BFR-OC rejected by Ameritech-Ohio, it will provide the factors upon which the rejection decision was based. If the BFR-OC is rejected because it was for a combination not ordinarily combined, MCIm may, at its option, resubmit the request as a standard BFR, according to the provisions of the Agreement.

16.6.6.6 Ameritech-Ohio will waive its standard fees associated with the costs for the development of its Preliminary Analysis and Final Quote in the case of a BFR-OC.

16.6.6.7 None of the time periods shall begin to run until a complete BFR-OC application required by Ameritech-Ohio is received.

16.6.7 If MCIm requests new UNE combinations that are not "ordinarily combined" by Ameritech-Ohio, such request shall be made by MCIm in accordance with the bona fide request or special request process applicable under the Agreement (generically referred to as "BFR"). In any such BFR, MCIm must designate among other things the UNE(s) sought to be combined and the needed

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

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

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

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

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

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

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

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

UNE-P

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

EELs

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

17 EELs CONVERSIONS

17.1 DESCRIPTION OF CONVERSION AND MCIm CERTIFICATION

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

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

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

17.1.3.1 Option I Criteria

- MCIm certifies in writing that it is the exclusive provider of an end user's local exchange service.

- Each loop-transport combination must terminate at MCIm's collocation arrangement in at least one Ameritech-Ohio central office.

- The loop-transport combination is not allowed to be connected to Ameritech-Ohio's tariffed services other than collocation.

- MCIm can then use the loop-transport combinations that serve the end user to carry any type of traffic pursuant to the FCC's Supplemental Order Clarification, at paragraph 22, part (1).

17.1.3.2 Option II Criteria

- MCIm certifies in writing that it provides local exchange and exchange access service to the end user customer's premises, handles at least one third (33 percent) of the end user-customer's local traffic measured as a percent of total end user customer local

dialtone lines, and certifies that it meets all of the following requirements as applicable:

• For DS-1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually.

• The entire loop facility has at least 10 percent local voice traffic.

• When a loop-transport combination includes multiplexing (e.g., DS-1 multiplexed to DS-3 level), then each and every one of the individual DS-1 circuits that are so multiplexed must meet the above criteria.

- Each loop-transport combination must terminate at MCIm's collocation arrangement in at least one Ameritech-Ohio central office.

- The loop-transport combination is not allowed to be connected to Ameritech-Ohio's tariffed services other than collocation.

17.1.3.3 Option III Criteria

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

• At least 50 percent of the traffic on each of these dialtone channels is local voice traffic.

• The entire loop facility has at least 33 percent local voice traffic.

• When a loop-transport combination includes multiplexing (e.g., DS-1 multiplexed to DS-3 level), then each and every one of the individual DS-1 circuits that are so multiplexed must meet the above criteria.

- The loop-transport combination is not allowed to be connected to Ameritech-Ohio's tariffed services other than collocation.

17.1.4 Switched Access and Local Interconnection Trunking

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

17.1.4.2 When MCIm's switched access trunks ride a switched access higher speed circuit, then the trunks must be groomed off, and the circuit converted to special access before it can be reconfigured to an Unbundled Loop and Unbundled Dedicated Transport combination.

17.1.5 Ongoing Qualification

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

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

17.2 **PRICING PROVISIONS**

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

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

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

17.3 **ORDERING REQUIREMENTS**

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

XDSL

TABLE OF CONTENTS

1 INTRODUCTION

1.1 This Appendix xDSL sets forth the xDSL-Capable Loop offerings, and associated rates, terms and conditions, that Ameritech-Ohio will offer to MCIm for MCIm to use in conjunction with its desired xDSL technologies and equipment to provision xDSL services to its customers.

1.1.1 Pursuant to the requirements of the Commission's order in Case No. 0101319-TP-ARB, MCIm may negotiate a separate broadband service agreement offered by Ameritech-Ohio. Any such separate agreement shall have the same term as this Agreement.

1.2 Nothing in this Appendix xDSL shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Appendix xDSL also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

1.3 The recognized standards shall include but not be limited to American National Standards Institute (ANSI) standards and those developed within the International Telecommunications Union (ITU).

1.4 Ameritech-Ohio shall provide MCIm with the UNEs and reporting associated with UNEs, described in this Appendix xDSL in compliance with the performance standards set forth in Appendix Performance Measures of this Agreement and those set forth in CC Docket No. 96-98, *Third Report and Order and Fourth Further Notice of Proposed Rulemaking,* FCC 99-238, (released November 5, 1999), Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (Plan of Record or POR), the Uniform and Enhanced OSS POR (OSS POR) and any specific state commission or FCC rule, order, or mandated industry standard proceeding.

2 DEFINITIONS

2.1 For the purpose of this Appendix xDSL, a Loop and Sub-loop are as defined in Appendix UNE.

2.2 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standard body. Loop technologies presumed acceptable for deployment include, but are not limited to those referenced in Attachment A.

2.3 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under 2.2. above. Deployment of non-standard xDSL-based technologies are allowed as provided in this Appendix xDSL.

2.4 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or Intermediate Distribution Frame (IDF)

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

3 GENERAL TERMS AND CONDITIONS RELATING TO XDSL CAPABLE LOOPS

3.1 * Ameritech-Ohio agrees to provide a copper loop for MCIm to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix xDSL. Ameritech-Ohio will provision UNEs at least equal in performance and quality with what it provides to itself, or to an affiliate or subsidiary. Ameritech-Ohio will not impose limitations on the transmission speeds of xDSL services; provided, however, Ameritech-Ohio does not guarantee transmission speeds, available bandwidth nor imply any service level.

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

3.3 Ameritech-Ohio shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, Ameritech-Ohio will publish non-binding Technical Publications to communicate current standards and their application as set forth in CC Docket No. 98-147, *First Report and Order and Further Notice of Proposed Rulemaking,* FCC 99-48, (rel. March 31, 1999).

3.4 Each Party reserves its right to contest whether any xDSL service is subject to the resale and unbundling requirements of federal and state law.

3.5 The provision of DSL services is subject to a variety of technical constraints, including loop length and the current design of the loop, which must be free of excessive bridged taps, and loading coils. In addition, clear spectral compatibility standards and spectrum management rules and practices are necessary to ensure the quality, integrity, and reliability of Ameritech-Ohio's network and its existing services.

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

3.7 LIABILITY

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

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

3.8 Indemnification

3.8.1 Covered Claim: Notwithstanding any other provisions of this Appendix, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end user customer of Indemnitee for which Indemnitee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., MCIm's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee (i.e., Ameritech-Ohio) and Indemnitee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user customer.

3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.7.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than ten (10) business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability and in any case in which the Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any of Indemnitee's liability.

3.8.5 * Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4 xDSL LOOP OFFERINGS

4.1 * Except as set forth in Section 2.10.1 of Appendix UNE of this Agreement, Ameritech-Ohio shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but conditioning is required. In that event, MCIm must be given the opportunity to evaluate the parameters of the xDSL service (or HFPL service) to be provided and determine whether and what type of conditioning it may request to be performed. All conditioning shall be performed at the sole discretion and request of MCIm. In addition, the loop should be provisioned to meet basic electrical standards such as metallic conductivity and capacitive and resistance balance. Use of shielded cross connect cable for ADSL will be at the option of MCIm.

4.2 * For each loop described below, MCIm will, at the time of ordering, notify Ameritech-Ohio as to the Power Spectrum Density (PSD) mask of the technology that MCIm will deploy. If and when a change in PSD mask is made, MCIm will immediately notify Ameritech-Ohio. Likewise, Ameritech-Ohio will disclose to MCIm, upon request, information with respect to the number of loops using advanced service technology within the binder and the type of technology employed on those loops. Ameritech-Ohio will use the PSD provided by MCIm for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, MCIm shall provide Ameritech-Ohio with a technical description of the technology including power masks for inventory purposes.

4.3 * A 2-wire xDSL loop is a copper loop over which MCIm may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length) for loops 12, 000 feet or less. However removal of load coils, repeaters or excessive bridge taps on an existing loop length greater than 12,000 feet is optional, subject to condition charges, and will be performed at MCIm's request. The rates set forth in Appendix Pricing shall apply.

4.4 A 2-Wire Digital Loop for purposes of this section is 160Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the Appendix Pricing.

4.5 * A 4-Wire xDSL loop for purposes of this section is a copper loop over which MCIm may provision DSL Technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length) for loops 12,000 feet or less. However, removal of load coils, repeaters or excessive bridged tap on an existing loop length greater than 12,000 feet is optional, subject to condition charges, and will be performed at MCIm's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL loop.

5 LOOP TECHNOLOGY PRESUMED ACCEPTABLE FOR DEPLOYMENT

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

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

5.1 If loop technology is deployed without significant degradation for twelve (12) months, or industry standards for the technology are established, whichever occurs first, the Parties should consider the technology to be presumed acceptable for deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.

5.1.1 For the twelve (12) month period following the approval of this Agreement by the Commission, MCIm may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in Ohio on a trial basis, without the need to make any showing to the Commission. Each technology trial will not be deemed successful until it has been deployed without significant degradation caused by the technology for twelve (12) months or until industry standards have been established, whichever occurs first. Upon request by MCIm, Ameritech-Ohio shall cooperate with MCIm in the testing and deployment (i.e., field trial) of new xDSL technology.

5.1.2 If MCIm can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services, Ameritech-Ohio will not deny MCIm's right to deploy new loop technologies that do not conform to the industry standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state Commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services).

5.1.3 Ameritech-Ohio will not deploy any technology covered by this Appendix xDSL or Appendix Line Sharing/Line Splitting for its own retail operations, for the retail operations of an affiliate, or to provide service to a third-party (whether retail or wholesale) until it has made ordering procedures for the related unbundled loop type, and reasonable rates, terms and conditions for such loop type, available to MCIm.

5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, Ameritech-Ohio will provide a loop to support the new technology for MCIm as follows:

5.2.1 * If the technology requires the use of a 2-Wire or 4-Wire loop that meets the engineering design criteria of a 2-Wire or 4-Wire loop already provisioned by Ameritech-Ohio, then Ameritech-Ohio will provide MCIm a loop capable of supporting the new xDSL technology at the same rates listed for the appropriate 2-Wire and 4-Wire loops and associated loop conditioning as needed All other conditioning shall only be performed upon request by MCIm.

5.2.2 In the event that a xDSL technology requires a loop type that differs from the engineering design criteria of a 2-Wire or 4-Wire xDSL loop already provisioned by Ameritech-Ohio, the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology and infrastructure. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process.

5.3 If Ameritech-Ohio or MCIm claims that a MCIm service is significantly degrading the performance of other advanced services or traditional voice band services, then Ameritech-Ohio must notify MCIm and allow MCIm a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that Ameritech-Ohio or MCIm demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, MCIm shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

5.4 Sub-Loop: In locations where Ameritech-Ohio has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology or (3) entirely fiber optic facilities to the end user customer, Ameritech-Ohio will make the following options available to MCIm:

5.4.1 Where spare or dead count copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, MCIm has the option of requesting Ameritech-Ohio to make copper facilities available.

5.4.2 MCIm has the option of collocating a DSLAM in, or adjacent to Ameritech-Ohio's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When MCIm collocates its DSLAM at, or adjacent to, Ameritech-Ohio's RTs, Ameritech-Ohio will provide MCIm with unbundled access to subloops to allow MCIm to access the copper wire portion of the loop.

5.4.3 * Where MCIm is unable to obtain spare or dead count copper loops necessary to provision a DSL service, and Ameritech-Ohio has placed a DSLAM in the RT, Ameritech-Ohio must unbundle and provide access to its packet switching. Ameritech-Ohio is relieved of this unbundling obligation only if it permits MCIm to collocate its DSLAM in Ameritech-Ohio's remote terminal, on the same terms and conditions that apply to Ameritech-Ohio's own DSLAM. The rates set forth in Appendix Pricing shall apply to access to the DSLAM.

6 PROVISIONING

6.1 * Ameritech-Ohio will not guarantee that the local loop(s) ordered will perform as desired by MCIm for xDSL-based services, but will guarantee, at the time of installation, basic metallic loop parameters, including continuity and pair balance. MCIm requested testing by Ameritech-Ohio beyond these parameters would be billed on a time and materials basis at the applicable tariffed rates. On loops where MCIm has not specifically requested that conditioning be performed, Ameritech-Ohio maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at MCIm's request, Ameritech-Ohio will verify continuity, the completion of all requested conditioning, and will repair at no charge to MCIm any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops under 12,000 feet, Ameritech-Ohio will remove load coils, repeaters, and excessive bridged taps at no charge to MCIm. Provisioning shall include conditioning (i.e., removal of load coils, repeaters, or excessive bridged taps) for xDSL loops less than 12,000 feet and any conditioning requested by MCIm for loops greater than 12,000 feet.

6.2 "Proof of Continuity" performed during Acceptance Testing shall be determined by performing a physical fault test, from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. The loop will be tested to meet basic metallic loop parameters, pair balance, and electrical characteristics such as electrical conductivity and capacitive and resistive balance. Internal test performed by Ameritech-Ohio at the Central Office during the provision process shall be done at no charge to MCIm. Ameritech-Ohio is not required to provide the results of this internal test to MCIm.

6.3 Ameritech-Ohio shall provide Acceptance Testing as outlined in Section 9 of this Appendix xDSL.

6.4 MCIm shall designate, at MCIm's sole option, what loop conditioning Ameritech-Ohio is to perform in provisioning the xDSL loop(s) and subloop(s) on the loop order. Conditioning may be ordered on loop(s) and subloop(s) of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop and subloop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitate and resistive balance. The provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

6.5 The provisioning and installation interval for xDSL-capable loops where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop) on orders for 1-20 loops per order or per end user customer location, will be 3-5 business days, or the provisioning and installation interval applicable to Ameritech-Ohio's tariffed xDSL-based services, or its affiliate's, whichever is shorter.

6.6 The provisioning and installation intervals for xDSL-capable loops, where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to Ameritech-Ohio's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is shorter. In the event MCIm's end user customer require conditioning during non-working hours, the due date may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply.

6.7 Orders for more than 20 loops per order or per end user customer location, where no conditioning is requested will have a provisioning and installation interval of ten (10) business days, or as agreed upon by the Parties. In the event MCIm's end user customer require conditioning during non-working hours, the due date may be adjusted consistent with end user customer release of circuit and out-of-hours charges may apply.

6.8 Orders for more than twenty (20) loops per order which require conditioning will have a provisioning and installation interval agreed by the Parties in each instance.

6.9 Subsequent to the initial order for a xDSL capable loop, subloop, additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, MCIM agrees that standard offered intervals do not constitute performance measurement commitments.

6.10 MCIm, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop when used to provision ADSL over a DSL-capable loop provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

6.11 Intentionally Omitted.

7 SERVICE QUALITY AND MAINTENANCE

7.1 * Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops greater than 12,000 will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where MCIm has requested that no conditioning be performed, Ameritech-Ohio's maintenance will be limited to verifying loop suitability based on POTS design criteria (TR-60, 1999). For loops having had partial or extensive conditioning performed at MCIm's request, Ameritech-Ohio will verify continuity, the completion of all requested conditioning, and will repair at no charge to MCIm any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops under 12,000 feet, Ameritech-Ohio will remove load coils, repeaters, and excessive bridged taps at no charge to MCIm. Provisioning shall include conditioning (i.e., removal of load coils, repeaters, or excessive bridged taps) for xDSL loops less than 12,000 feet and any conditioning requested by MCIm for loops greater than 12,000 feet.

7.2 MCIm will pay time and material charges when MCIm reports a suspected failure of a network element and Ameritech-Ohio dispatches personnel to the end user customer's demarcation, Ameritech-Ohio's central office or remote terminal, and the trouble was not caused by Ameritech-Ohio. These charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. When MCIm reports trouble to Ameritech-Ohio, and Ameritech-Ohio finds no trouble with its facilities or equipment, and subsequently, MCIm dispatches a technician and the trouble is Ameritech-Ohio's responsibility, then Ameritech-Ohio will pay the cost for dispatching MCIm's technician.

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

8 SPECTRUM MANAGEMENT

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

8.1 * Ameritech-Ohio agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. Ameritech-Ohio will attempt to assign loops so as to minimize interference between and among advanced services, including xDSL-based services, and other services. Ameritech-Ohio may not segregate xDSL technologies into designated binder groups without specific state commission review and approval, or approved industry standard. In all cases, Ameritech-Ohio will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by MCIm or by Ameritech-Ohio as well as competitively neutral as between different xDSL services. Where disputes arise, Ameritech-Ohio and MCIm will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, Ameritech-Ohio will, upon request from MCIm, disclose within 3-5 days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved Parties may examine the deployment of services within the affected loop plant.

8.2 In the event that a loop technology without industry standards for spectrum management is deployed, Ameritech-Ohio, MCIm and the specific state commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services based on the FCC, T1E1.4, and ITU spectral management rules and guidelines. These standards are to be used until such time as industry standards exist. When MCIm offers xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the specific state commission, or by the specific state commission in the absence of industry agreement, it may order local loops based on agreed-to performance characteristics. Ameritech-Ohio will assign the local loop consistent with the agreed-to spectrum management standards.

8.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix xDSL, Ameritech-Ohio and MCIm agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

8.4 Within ninety (90) days after general availability of equipment conforming to industry spectrum management standards or the mutually agreed upon standards developed by the industry in conjunction with the specific state commission or FCC, if Ameritech-Ohio and/or MCIm is providing xDSL technologies or other advanced services for which there is no spectrum management standard, then Ameritech-Ohio and/or MCIm must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such new standards at its own expense. If the development of these procedures is not completed within ninety (90) days after MCIm's request to develop these procedures, Ameritech-Ohio and MCIm will jointly seek expedited resolution by the Commission of all remaining issues.

9 ACCEPTANCE TESTING

9.1 Ameritech-Ohio and MCIm agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery.

9.2 Should MCIm desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

9.2.1 If the LSR was placed without a request for Acceptance Testing, and MCIm should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

9.3 Acceptance Testing Procedure:

9.3.1 Upon delivery of a loop to/for MCIm, Ameritech-Ohio's field technician will call the LOC and the LOC tester will call a toll free number provided by MCIm to initiate performance of a series of Acceptance Tests.

9.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the Ameritech-Ohio field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

9.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the Ameritech-Ohio field technician will not perform a short or open circuit due to technical limitations.

9.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, MCIm will provide Ameritech-Ohio with a confirmation number and Ameritech-Ohio will complete the order. MCIm will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

9.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with MCIm on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the MCIm representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, Ameritech-Ohio will re-contact the MCIm representative to repeat the Acceptance Test. When the aforementioned test parameters are met, MCIm will provide Ameritech-Ohio with a confirmation number and Ameritech-Ohio will complete the order. If MCIm xDSL service does not function as desired, yet test parameters are met, Ameritech-Ohio will still close the order. Ameritech-Ohio will not complete an order that fails Acceptance Testing.

9.3.4 Until such time as MCIm and Ameritech-Ohio agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, MCIm agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, Ameritech-Ohio agrees that should MCIm open a trouble ticket and an Ameritech-Ohio network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an Ameritech-Ohio fault), Ameritech-Ohio, upon MCIm request, will adjust MCIm's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

9.3.5 Ameritech-Ohio will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. Ameritech-Ohio may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm as if the Acceptance Test had been completed and the loop accepted, subject to Section 9.4 below.

9.3.6 If, however, a trouble ticket is opened on the loop within twenty-four (24) hours and the trouble resulted from Ameritech-Ohio error as determined through standard testing procedures, MCIm will be credited for the cost of the Acceptance Test. Additionally, MCIm may request Ameritech-Ohio to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 9.4 below.

9.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

9.4 Acceptance Testing Billing

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

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

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

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

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

9.5 Prices for Acceptance Testing are set forth in Appendix Pricing

10 INTENTIONALLY OMITTED

11 RATES *

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

12 INTENTIONALLY OMITTED

13 OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

13.1 General: Ameritech-Ohio will provide MCIm with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in Ameritech-Ohio's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, MCIm will be given nondiscriminatory access to the same loop makeup information that Ameritech-Ohio is providing any other CLEC and/or Ameritech-Ohio's retail operations or its advanced services affiliate.

13.2 Loop Pre-Qualification: Subject to 13.1 above, Ameritech-Ohio's pre-qualification will provide a near real time response to MCIm queries. Until replaced with OSS access as provided in 13.1, Ameritech-Ohio will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to MCIm and is available at no charge.

13.3 Loop Qualification: Subject to 13.1 above, Ameritech-Ohio will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow MCIm's, as well as Ameritech-Ohio's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

13.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 13.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in Ameritech-Ohio's electronic databases. MCIm will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

13.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. MCIm will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.

13.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 13.3.2 above. MCIm will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.

13.4 All three categories of loop qualification are subject to the following:

13.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to MCIm.

13.4.2 If MCIm elects to have Ameritech-Ohio provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to Ameritech-Ohio's affiliate, whichever is less.

13.4.3 If the results of the loop qualification indicate that conditioning is available, MCIm may request that Ameritech-Ohio perform conditioning at charges set forth in Appendix Pricing. MCIm may order the loop without conditioning or with partial conditioning if desired.

13.4.4 For HFPL, if MCIm's requested conditioning will degrade the customer's analog voice service, Ameritech-Ohio is not required to condition the loop. However, should Ameritech-Ohio refuse MCIm's request to condition a loop, Ameritech-Ohio will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

Attachment A

xDSL Technologies Presumed Acceptable for Deployment

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

The following technologies currently have a national standard in place:

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

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

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

800 DATABASE

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1 INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for access to the Toll Free Calling Database provided by Ameritech-Ohio to MCIm.

2 DESCRIPTION

2.1 Intentionally Omitted.

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

2.3 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.

2.4 There are three optional features available with 800 service:

2.4.1 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, Ameritech-Ohio will deliver the designated 10-digit number.

2.4.2 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:

2.4.2.1 Time of Day

2.4.2.2 Day of Week

2.4.2.3 Day of Year

2.4.2.4 Allocation of Traffic by Percentage

2.4.2.5 NPA-NXX-XXXX

2.4.3 The Call Validation feature List Turnaround feature applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

3 GENERAL TERMS AND CONDITIONS

3.1 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.

3.2 MCIm shall address its queries to Ameritech-Ohio's database to the alias point code of the STP pair identified by Ameritech-Ohio. MCIm's queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. MCIm acknowledges that such subsystem number and translation type values are necessary for Ameritech-Ohio to properly process queries to its 800 database.

3.3 Each Party agrees to comply with all relevant industry standards.

3.4 CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Ameritech-Ohio's CCS/SS7 network and its 800 database. Ameritech-Ohio may employ certain automatic and/or manual overload controls within Ameritech-Ohio's CCS/SS7 network to guard against these detrimental effects, and Ameritech-Ohio shall employ such overload controls such as they shall impact MCIm, Ameritech-Ohio, Ameritech-Ohio affiliate or affiliates and other third party purchasers in a non-discriminatory manner. Ameritech-Ohio shall report to MCIm any instances where overload controls are invoked due to MCIm's CCS/SS7 network. MCIm shall take immediate corrective actions as are necessary (to the extent that Ameritech-Ohio, its affiliate(s) and third party purchasers are also required to take such action) to cure the conditions causing the overload situation.

3.5 During periods of 800 database system congestion, Ameritech-Ohio shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of Ameritech-Ohio's 800 database. The automatic code gapping procedure used by Ameritech-Ohio shall notify MCIm's switch of the gap length (how long MCIm's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell Ameritech-Ohio's 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of Ameritech-Ohio's 800 database. Ameritech-Ohio reserves the right to manually invoke the automatic code gapping procedure to control congestion.

3.6 Prior to Ameritech-Ohio initiating service under this Appendix, MCIm shall provide an initial forecast of busy hour query volumes. MCIm shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. MCIm will use commercially reasonable efforts to update its' forecast if MCIm anticipates that the number of forecasted queries will substantially increase. As the Parties may determine by agreement, MCIm may from time to time provide additional forecasted information as deemed necessary for network planning in connection with this offering.

3.7 Ameritech-Ohio shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) in accordance with applicable industry standards.

3.8 * Ameritech-Ohio shall provide nondiscriminatory access to the Toll Free Calling Database for the provision of any telecommunication service. SBC shall provide access to its Toll Free Calling Database by means of special access at the signaling transfer point linked to the unbundled database for the purposes of switch query and database response through a signaling network. This data shall also be provided at TELRIC and on the same terms and conditions as Ameritech-Ohio provides to itself. MCIm will designate a technically feasible point at which the data will be provided.

3.9 The Parties shall ensure that they have sufficient link capacity and related facilities to handle their signaling and toll free traffic without adversely affecting other network subscribers.

3.10 * Ameritech-Ohio shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for MCIm's activities on behalf of its local service customers where Ameritech-Ohio is the incumbent local exchange carrier. MCIm agrees that any other use of Ameritech-Ohio's Toll Free Calling Database for the provision of 800 database service by MCIm will be pursuant to the terms, conditions, rates, and charges of Ameritech-Ohio's effective tariffs, as revised, for 800 Database services.

3.11 Ordering and Billing Inquiries

3.11.1 Ordering and billing inquires for the elements described herein shall be directed to:

3.11.1.1 Intentionally Omitted.

3.11.1.2 For Ameritech-Ohio - the AIIS Service Center in Milwaukee, Wisconsin.

4 RATES

4.1 MCIm shall pay a Local Service Order Request Charge for each MCIm request for service order activity to establish Access to the Toll Free Calling Database in the Ameritech-Ohio region.

4.2 The prices at which Ameritech-Ohio agrees to provide MCIm with Access to the Toll Free Calling Database are contained in the applicable Appendix Pricing.

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

4.4 Rate Elements

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

4.4.1 Basic Toll Free Access Query Rate Element

4.4.2 Designated 10-Digit Translation Rate Element (referred to as POTS Translations in Ameritech-Ohio)

4.4.3 Call Validation Rate Element (referred to as Multiple Destination Routing Rate Element).

4.4.4 Call Handling and Destination Rate Element (referred to 800 Database Vertical Feature in Ameritech-Ohio).

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

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1 INTRODUCTION

1.1 This Appendix sets forth terms and conditions for E911 Service provided by Ameritech-Ohio to MCIm.

1.2 Intentionally Omitted.

1.3 Intentionally Omitted.

1.4 Intentionally Omitted.

1.5 Intentionally Omitted.

1.6 Intentionally Omitted.

1.7 The prices at which Ameritech-Ohio agrees to provide MCIm with E911 Service are contained in the applicable Appendix Pricing.

2 DEFINITIONS

2.1 Intentionally Omitted.

2.2 "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.3 Intentionally Omitted.

2.4 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.5 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

2.6 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

2.7 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

2.8 "Emergency Services" means police, fire, ambulance, rescue, and medical services.

2.9 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

2.10 "MSAG" means Master Street Address Guide: MSAG contains street names and house number ranges within their associated communities defining particular geopgraphic areas and their associated ESNs to enable proper routing of 911 calls.

2.11 "National Emergency Number Association" or "NENA" means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.12 "Public Safety Answering Point" or "PSAP" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.13 "Selective Routing" and "Selective Router" or "SR" means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3 BASIC 911 AND E911 GENERAL REQUIREMENTS

3.1 When Ameritech-Ohio is the 911service provider, Ameritech-Ohio shall provide MCIm with access to and service for 911 and E911.

3.2 Basic 911 and E911 provides a caller who dials a 3-digit universal telephone number (911) access to the appropriate emergency service bureau.

3.3 E911 provides additional routing flexibility for 911 calls. E911 uses Customer data derived from the ALI/DMS to determine to which PSAP to route the call.

3.4 Basic 911 and E911 database service provided to MCIm will be at Parity with the 911 and E911 service that Ameritech-Ohio provides to itself and others.

3.5 Upon written request, Ameritech-Ohio shall provide to MCIm, within thirty (30) days, a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

3.6 Ameritech-Ohio and MCIm shall comply with all Applicable Laws concerning 911/E911 services.

3.7 Ameritech-Ohio shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when Ameritech-Ohio is the 911 Service Provider. Ameritech-Ohio shall provide 911 Service to MCIm as

described this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and Ameritech-Ohio is the 911 Service Provider.

3.8 Where Ameritech-Ohio has obligations under existing agreements as the 911 Service Provider of the 911/E911 system to a county, municipality, or state, MCIm shall participate in the provision of such system as follows:

3.8.1 Each Party shall be responsible for those portions of the 911/E911 system for which it has control, including any necessary maintenance to its portion of such system.

3.8.2 MCIm and Ameritech-Ohio recognize that when Ameritech-Ohio is the 911/E911service provider, Ameritech-Ohio has a responsibility of maintaining and storing MCIm's end user 911/E911 records in the DBMS. MCIm, or its representative will electronically provide its access line customer records to Ameritech-Ohio.

3.9 MCIm may verify the accuracy of information regarding MCIm customers in the 911/E911 DBMS using methods and procedures mutually agreed to by the Parties.

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

3.11 Call Routing

3.12.1 Where Ameritech-Ohio is the 911 Service Provider, Ameritech-Ohio will transport 911 calls from each CLEC point of interconnection (POI) to the SR office of the E911 system.

3.12.2 Ameritech-Ohio will switch 911 calls through the SR to the designated primary PSAP or to the designated alternate locations, according to routing criteria specified by the PSAP.

4 BASIC 911 AND E911 ADDITIONAL REQUIREMENTS

4.1 Where Ameritech-Ohio is the 911/E911 Service Provider, Ameritech-Ohio shall cooperate with MCIm to ensure that 911/E911 service is fully available to all MCIm end user customers whose telephone numbers have been ported from Ameritech-Ohio. Ameritech-Ohio shall provide the necessary functionality for MCIm to update the 911/E911 database with customer information for lines that have been ported.

4.2 Ameritech-Ohio shall notify MCIm 48 hours in advance of any scheduled testing or maintenance affecting MCIm 911/E911 service. Ameritech-Ohio shall provide notification as soon as possible of any unscheduled outage affecting MCIm 911/E911 service. Ameritech-Ohio shall notify MCIm of major network changes impacting MCIm as soon as Ameritech-Ohio is aware of such changes.

4.3 Ameritech-Ohio shall provide MCIm with the point of contact for reporting errors, defects, and malfunctions in the 911/E911 service and shall also provide escalation contacts.

4.4 Ameritech-Ohio shall provide to MCIm sufficient planning information regarding anticipated moves to SS7 signaling at a minimum of ninety (90) days before each such anticipated move to SS7 signaling.

4.5 Where Ameritech-Ohio manages the 911/E911 database, Ameritech-Ohio shall provide MCIm with notification of any pending selective router moves at least thirty (30) days in advance.

4.6 Ameritech-Ohio shall establish within ten (10) days of the Effective Date any special operator-assisted calling requirements needed to support 911/E911.

4.7 Where Ameritech-Ohio is the 911/E911 Service Provider (primary provider of the 911/E911 system to a county, municipality or state), Ameritech-Ohio shall populate the ALI database with the appropriate new NPA codes for NPA splits, or other NPA changes.

5 BASIC 911 AND E911 DATABASE REQUIRMENTS

5.1 When Ameritech-Ohio is the 911/E911 Service Provider, Ameritech-Ohio manages the DBMS. The interface to the DBMS database must meet all applicable standards.

5.2 Where Ameritech-Ohio is the 911/E911 Service Provider and manages the E911 database, Ameritech-Ohio shall store MCIm's end user customer 911 Records [that is, the name, address, and associated telephone number(s) for each of MCIm's end user customers served by MCIm's exchange(s)] in the electronic data processing database for the E911 DBMS. MCIm or its representative(s) is responsible for electronically providing end user customer 911 Records and updating this information.

5.2.1 MCIm shall adopt use of Company ID on all CLEC end user 911/E911 record in accordance with NENA standards. The Company ID will identify the carrier of record facility configurations.

5.3 Ameritech-Ohio shall coordinate access to the Ameritech-Ohio E911 DBMS for the initial loading and updating of MCIm end user customer 911 Records. Ameritech-Ohio shall provide MCIm a data link to the ALI/DMS database or permit MCIm to provide its own data link to the ALI Gateway which interfaces to the ALI/DMS database. MCIm or its agent shall provide initial and on going updates of MCIm's end user 911/E911 records that are MSAG – valid in electronic format based upon established NENA standards. Ameritech-Ohio shall provide error reports from the ALI/DMS database to MCIm in accordance with NENA standards after MCIm inputs information into the ALI/DMS database. However, as custodian of the data, Ameritech-Ohio must exercise reasonable care of the data.

5.4 Ameritech-Ohio 's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

5.5 Ameritech-Ohio will update MCIm's end user customer 911 Records in the E911 DBMS. Ameritech-Ohio will then provide MCIm an error and status report. Ameritech-Ohio and MCIm shall arrange for the automated input and periodic updating of 911/E911 database information related to MCIm's customers.

5.6 Ameritech-Ohio shall update the database within two (2) business days after receiving the data from MCIm.

5.7 If Ameritech-Ohio detects an error in the MCIm provided data, the data shall be returned to MCIm within two (2) business days after it was provided to Ameritech-Ohio. MCIm shall respond to requests from Ameritech-Ohio to make corrections to database record errors by uploading corrected records within two (2) business days.

5.8 Manual entry shall be allowed only in the event that the system is not functioning properly.

5.9 MCIm's end user customer records will be updated in the DBMS via the DBMS electronic interface. The ALI and selective router databases will be subsequently updated via the DBMS once MCIm's end user customer records are updated in the DBMS. The DBMS will send completion information back to the electronic interface for retrieval by MCIm.

5.10 Ameritech-Ohio agrees to work expeditiously to correct any internal processing errors between the DBMS, selective router and ALI databases.

5.11 Ameritech-Ohio agrees to treat all data on MCIm's customers provided under this Attachment as strictly confidential and to use data on MCIm's customers only for the purpose of providing 911/E911 services.

5.12 Where MCIm is authorized to provide local telephone exchange service, Ameritech-Ohio shall identify which ALI databases cover which states, counties, or parts thereof, and identify and communicate a point of contact for each.

5.13 When Ameritech-Ohio is MCIm's 911/E911 Service Provider, Ameritech will provide notification when MCIm's records have been entered in the DBMS and selective router databases.

5.14 ALI discrepancy reports shall be jointly researched by Ameritech-Ohio and MCIm. The responsible Party shall take immediate corrective action.

5.15 Ameritech-Ohio shall provide MCIm with a file containing the Master Street Address Guide (MSAG) for MCIm's respective exchanges or communities within a timely manner but no more than twenty (20) days after MCIm requests. The MSAG will be provided on a routine basis but only for those areas where MCIm is authorized to do business as a local exchange service provider and Ameritech-Ohio is the 911/E911 Service Provider. The MSAG will be provided on an agreed upon format.

5.16 Where Ameritech-Ohio manages the DBMS, Ameritech-Ohio shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

6 MCIm RESPONSIBILITIES

6.1 Database

6.1.1 MCIm is responsible for providing Ameritech-Ohio updates to the ALI database; in addition, MCIm is responsible for maintaining the accuracy and content of that data as delivered.

6.1.2 The Parties shall be jointly responsible for providing test records and conducting call-through testing on all new exchanges.

6.2 Other

6.2.2 MCIm is responsible for collecting from its end user customers and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or end user customers by any municipality or other governmental entity within whose boundaries MCIm provides local exchange service.

7 METHODS AND PRACTICES

7.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations; (ii) any requirements imposed by any Governmental Authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA.

7.2 Ameritech-Ohio will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the end user customer's End Office Switch to Ameritech-Ohio's Selective Routing. Ameritech-Ohio will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined herein.

8 CONTINGENCY

8.1 The terms and conditions of this Appendix represent a negotiated plan for CLECs not currently providing E911 Service.

8.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by Ameritech-Ohio and MCIm. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. MCIm shall complete its portion of Exhibit I and submit it to Ameritech-Ohio not later than forty-five (45) days prior to the passing of live traffic. Ameritech-Ohio shall complete its portion of Exhibit I and return Exhibit I to MCIm not later than thirty (30) days prior to the passing of live traffic.

8.3 MCIm must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which MCIm's end user customers are located. MCIm shall provide documentation of all requisite approval(s) to Ameritech-Ohio prior to use of MCIm's E911 connection for actual emergency calls.

8.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the

geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. MCIm must obtain approval of each additional Exhibit I, as set forth herein, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with herein.

8.5 In Ameritech-Ohio, the state specific forms shall be submitted in lieu of the Exhibit 1 referenced herein.

9 BASIS OF COMPENSATION

9.1 Rates for access to E911 Services are set forth in Ameritech-Ohio's Appendix Pricing.

9.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

10 LIABILITY

10.1 In addition to the requirements of this Appendix 911, the Parties agree 911 services will be provided in accordance with applicable requirements of Sections 4931.40 through 4931.54 of the Ohio Revised Code.