

LARGE FILING SEPERATOR SHEET

CASE NUMBER: 07-856-TP-NAG

FILE DATE: 7/25/07

SECTION: 1 OF 2

NUMBER OF PAGES: 150

DESCRIPTION OF DOCUMENT:

NEW CASE - APPLICATION

NC

FILE

RECEIVED-DOCKETING DIV

2007 JUL 25



Cincinnati Bell

Gary Peddicord
Director - Carrier Operations

PUCO

221 East Fourth Street
Room 121-850
Cincinnati, Ohio 45202
gary.peddicord@cinbell.com
513-565-3800

July 23, 2007

VIA FEDERAL EXPRESS

Ms. Renee J. Jenkins
Docketing Division Chief
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215 - 3793

Re: In the Matter of the Joint Application of Cincinnati Bell Telephone Company LLC and KMC Data, LLC for Approval of an Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996, Case No. 07-856-TP-NAG

Dear Ms. Jenkins:

Enclosed for filing in the above-referenced proceeding are the original and 8 copies of: (1) Cincinnati Bell Telephone Company's ("CBT") Telecommunications Application Form, and (2) the Joint Application of CBT and KMC Data, LLC, ("CLEC") seeking Commission approval of an interconnection agreement pursuant to the Telecommunications Act of 1996.

Please date-stamp and return the extra copy of the above-referenced document to acknowledge your receipt of this filing.

Pursuant to the Commission's September 30, 1998 Entry in Case 96-463-TP-UNC, CBT will notify all parties who have requested interconnection with it, and all parties of record in CBT's most recent alternative regulation case, that this filing has been made.

Any questions regarding this filing should be directed to me at (513) 565-3800.

Respectfully submitted,

Gary Peddicord
Director - Carrier Operations

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician SM Date Processed 7/25/07

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

**In the Matter of the Joint Application For Approval
of An Amendment to the Agreement Between
Cincinnati Bell Telephone Company LLC and
KMC Data, LLC Pursuant to Section
252 of the Telecommunications Act of 1996.**

**JOINT APPLICATION FOR APPROVAL OF AN AGREEMENT
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

Cincinnati Bell Telephone Company LLC (“CBT”) and KMC Data, LLC (“CLEC”) (collectively referred to as the “Joint Applicants”) hereby file the attached amendment dated July 23, 2007 (“the Amendment”) between the Joint Applicants for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. 151 et. seq.), (“the Act”). This filing is being made pursuant to the Act, and Section III.D.2.d of the Commission’s Local Service Guidelines.

This Amendment has been arrived at through negotiations between the Joint Applicants as contemplated by Section 252(a) of the Act, and is being filed pursuant to the procedures set forth in Section 252(e) of the Act. Under Sections 252(e)(1) and (2), the Commission must approve the Amendment unless the Amendment or a portion thereof “. . . discriminates against a telecommunications carrier not a party to the agreement” or “. . . implementation of such agreement is not consistent with the public interest, convenience

and necessity.” Since the Amendment is the result of voluntary negotiations between the Joint Applicants, the Amendment is not subject to review under the standards set forth in Sections 251(b), 251(c) and 252(d) of the Act.

While the attached Amendment is nondiscriminatory, it does not preclude different arrangements with other providers. In addition, this Amendment does not impact any other company’s right to negotiate or arbitrate issues pursuant to the Act.

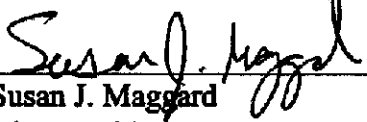
The attached Amendment is in the public interest, convenience and necessity because it establishes the terms and conditions for interconnection and mutual compensation. The Amendment represents the end product of good faith negotiations by the parties, which is exactly the type of private negotiation and agreement envisioned by the Congress when it crafted the Act. Thus, the implementation of the Amendment will be consistent with the public interest, convenience and necessity.

In accordance with Section 252(e)(4) of the Act, the Amendment will be deemed approved if the Commission does not act to approve or reject the Amendment within 90 days from the date of this Application. Under the Commission’s Guidelines for Mediation and Arbitration, as amended on March 27, 1997, the agreement shall be deemed approved on the 91st day after filing unless the Commission orders otherwise (Guideline VI.B).

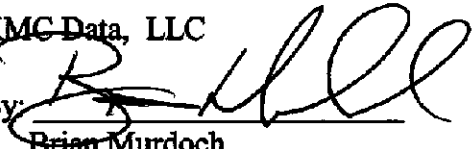
WHEREFORE, the Joint Applicants request that the Commission approve the attached Amendment.

Respectfully submitted,

Cincinnati Bell Telephone Company LLC

By: 
Susan J. Maggard
Vice President & General Manager -
Carrier Services
Cincinnati Bell Telephone Company LLC
221 East Fourth Street, 121-800
Cincinnati, Ohio 45202

KMC Data, LLC

By: 
Brian Murdoch
Director, Carrier Management
Hypercube, LLC
5300 Oakbrook Parkway
Suite 330
Norcross, GA 30093

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM

(Effective: 10/01/2004)

(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

In the Matter of the Application of Cincinnati Bell Telephone and
KMC Data, LLC to seek approval of an Interconnection)
Agreement pursuant to Section 252 of the Telecommunications)
Act of 1996)

Case No. 07 - 856 -TP - AIAG

Name of Registrant(s) Cincinnati Bell Telephone Company
DBA(s) of Registrant(s)
Address of Registrant(s) 221 East Fourth Street, Cincinnati Ohio 45201
Company Web Address www.cincinnati-bell.com
Regulatory Contact Person(s) Robert Wilhelm Phone 513-397-6858 Fax 513-421-1367
Regulatory Contact Person's Email Address Bob.Wilhelm@cinbell.com
Contact Person for Annual Report Tom McCloud Phone 513-397-1312
Consumer Contact Information Tom McCloud Phone 513-397-1312
Date January 25, 2005 TRF Docket No. _____ - _____ - CT-TRF or _____ - _____ - TP-TRF

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

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

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

☐ Other (explain) _____

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

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

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

- ☐ c. Withdrawal of service (0-day notice, 10 copies)
☐ 19 Other (explain) _____ (NOT automatic, 15 copies)

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

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

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

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

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

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a,(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

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

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

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

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

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- ☒ I+ IntraLATA Presubscription

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

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

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

Tom McCloud – Regulatory Specialist (513) 397-1312
Cincinnati Bell Telephone Company
221 East Fourth Street, Cincinnati Ohio 45202

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

Scott Ringo – Assistant Secretary & Director – Regulatory Affairs (513) 397-7540
Cincinnati Bell Telephone Company
221 E. Fourth Street, Cincinnati Ohio 45202

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

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer of the applicant corporation, _____, and am authorized to make this statement
(Name of Company)
on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Executed on _____ at _____
(Date) (Location)

*(Signature and Title)

(Date)

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

VERIFICATION

I, Susan J. Maggard, Vice President & General Manager – Carrier Services verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

Susan J. Maggard

(Signature and Title)

VP & GM – Carrier Services

7/23/07

(Date)

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

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

Public Utilities Commission of Ohio
Attention: Docketing Division *(or to the Telecommunications Division Chief if a prefiling submittal)*
180 East Broad Street, Columbus, OH 43215-3793

CERTIFICATE OF SERVICE

I hereby certify that the persons shown in the attached service list have been sent Notice of Filing with the Public Utilities Commission of Ohio by first class United States mail of an Interconnection Agreement, between Cincinnati Bell Telephone Company LLC and KMC Data, LLC.


Gary Peddicord

Public Utilities Commission of Ohio
Anne E. Henkener
Steven T. Nourse
Assistant Attorneys General
180 East Broad Street
Columbus, OH 43266-0573

Pamela H. Sherwood
Vice President of Regulatory
Time Warner Telecom
4625 West 86th St., Suite 500
Indianapolis, IN 46268

Airtouch Cellular, Inc.
C/o Verizon Wireless
Vice President, Network Services
5175 Emerald Parkway
Dublin, OH 43017

Mr. Landon D. Bell
Bell, Royer & Sanders Co., LPA
33 South Grant Avenue
Columbus, OH 43215-3927

SPRINT Spectrum, L.P.
Mr. Jack Weyforth
11880 College Boulevard, Suite 1080
Overland Park, KS 66210

Director – Interconnection Services
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

Douglas Kinkoph
Vice President, Regulatory and External Affairs
XO Ohio, Inc.
Two Easton Oval, Suite 300
Columbus, OH 43219

Office of the Consumers' Counsel
Thomas J. O'Brien
David C. Bergmann
77 South High Street, 15th Floor
Columbus, OH 43266

Germantown Independent Telephone Company
Thomas E. Lodge
Thompson Hine & Flory LLP
One Columbus
10 West Broad Street
Columbus, OH 43216

WorldCom
Director, Central Telco/Line Cost Management
205 N. Michigan Avenue, 11th Floor
Chicago, IL 60601

ICG Telecom Group, Inc.
Executive Vice President- Government and
External Affairs
161 Inverness Drive West
Englewood, Colorado 80112
Columbus, OH 43235-2798

SPRINT Communications Company, L.P.
Joseph Stewart
50 West Broad Street, Suite 3600
Columbus, OH 43215

W. Richard Morris
Sprint Communications Company, L.P.
7301 College Boulevard
Overland Park, KS 66210

Winstar Communications, LLC
1850 M Street, NW
Suite 300
Washington, DC 20036
Attn: Joe Sandri
Senior VP-Legal Regulatory Affairs

**Telecommunications Resellers Association
Sally W. Bloomfield
Bricker & Eckler
100 South Third Street
Columbus, OH 43215-4291**

**Williams Local Network, Inc.
Manager, Regulatory Affairs (Local)
One Williams Center
Tulsa, OK 74172**

**Nextel West
Manager - Carrier Relations
1768 Old Meadow Lane
McClean, VA 22102**

**Frontier Telemanagement, Inc.
Michael J. Shortley, III
Senior Attorney & Director - Regulatory Services
180 South Clinton Avenue
Rochester, NJ 14646**

**Tina Davis
Vice President, Deputy General Counsel
Time Warner Telecom
10475 Park Meadows Drive
Littleton, CO 80124**

**William J. Rooney, Jr.
Vice President and General Counsel
Global NAPs, Inc.
89 Access Road
Norwood, MA 02062**

**Daniel Webb
Chief Technology Officer
MAXCESS, Inc.
100 West Lucerne Circle, Suite 500
Orlando, FL 32801**

**Larry W. Seab
Now Communications, Inc.
1695 High Street, Suite B
Jackson, MS 39202**

**Todd Pfister
Chief Operating Officer
PNG Telecommunications, Inc.
4839 Business Center Way
Cincinnati, OH 45246**

**Steven Fenker, Vice President
Nexus Communications, Inc., d/b/a TSI
7830 North Central Drive, #C
Lewis Center, OH 43035**

**TDS Telecom, Inc. agent for Little Miami
Communications Corporation
c/o TDS Telecommunications Corp.
P.O. Box 22995
725 Pellissippi Parkway, Suite 230
Knoxville, TN 37933-0995
Attn: Director-Carrier Relations**

**Brett Kirby
Carrier Liaison
Gabriel Communications of Ohio, Inc.
16090 Swingley Ridge Road, Suite 500
Chesterfield, MO 63017**

**Legal Department
MGC Communications, Inc.
d/b/a Mpower Communications Corp.
171 Sully's Trail, Suite 202
Pittsford, NY 14534**

**Director of Local Market Development-BA Region
National Integrated Services
Sprint Communications Company, L.P.
7301 College Boulevard
Overland Park, Kansas, 66213**

Brian Pedati
Qwest Communications Corp
4250 North Fairfax Drive
Arlington, VA 22203

Doug Carlen
Vice President, Legal & Corporate Affairs
Covad Communications Company
110 Rio Robles
San Jose, CA 95134

LSSI Corp.
Raritan Plaza III
101 Fieldcrest Avenue
Edison, NJ 08837
Attn: Ed Tierney, Vice President of Marketing

Cincinnati Bell Telephone Company
Christopher Wilson, Esq.
201 East Fourth Street, Rm. 620
Cincinnati, Ohio 45201-2301

Charlene H. Keys
Vice President, Interconnection Services
KMC Holdings, Inc.
1755 North Brown Road
Lawrenceville, GA 30043

Sprint PSC
Legal/Regulatory Department
6160 Sprint Parkway, 4th floor
MS KSOPHI0414
Overland Park, Kansas 66251

Cat Communications International
Steve Fralin, VP Operations
3435 Chip Drive NE
Roanoke, VA 24022

Mr. Alan Brecher, COO
City Signal Communications, Inc.
965 Thomas Drive
Warminster, PA 18974

David Hammock
SBC Telecom, Inc.
Executive Director-Interconnection
308 South Akard, Suite 1502
Dallas, TX 75202

Attn: CEO, Scott Schaefer
QuantumShift Communications, Inc.
88 Rowland Way
Novato, CA 94945

David A. Miller
Vice President of Legal Affairs
VoiceStream Wireless Corporation
12920 S.E. 38th Street
Bellevue, WA 98006

Intelcom, Inc.
Attn: Ekra Miezian
1335 Dublin Road
Suite 200-A
Columbus, Ohio 43215

NuVox Communications of Ohio, Inc.
16090 Swingley Ridge Road, Suite 500
Chesterfield, Missouri 63017
Attn: Ed Cadieux
Executive Director, Regulatory and Public Affairs

Metrocall, Inc.
6677 Richmond Highway
Alexandria, VA 22306
Attn: Ken Goldstein, Sr. VP

Budget Phone
Attn: Ron Munn
6901 W. 70th Street
Shreveport, LA 71129

AltComm, Inc.
115 Shawmut Road
Canton, MA 02021
Attn: Regulatory Department

Alston & Bird LLP
601 Pennsylvania Avenue, NW
North Building, 10th Floor
Washington, DC 20004-2601
Attn: Frederick M. Joyce, Esq

Katherine K. Mudge
Senior Counsel
Covad Communications Company
100 Congress Avenue, Suite 2000
Austin, Texas 78701

Director – State Regulatory Affairs
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

Regulatory – Susanne Sing
Cinergy Communications Company
1419 W. Lloyd Expressway, Suite 100
Evansville IN 47710

John P Cinelli
Cinergy Communications Company
1419 W. Lloyd Expressway, Suite 100
Evansville IN 47710

Citynet Ohio, LLC
Mickey S. Moon
2 West Second Street, Suite 1600
Tulsa, OK 74103-3123

Attn: David Stevanovski
ACN Communication Services, Inc.
32991 Hamilton Court
Farmington Hills, Michigan 48334

Cinergy Telecommunication Networks
1419 W. Lloyd Expressway, Suite 100
Evansville IN 47710
Attn Legal

Quick-Connect Communications, LLC
Attn: Muayad Abu-Saleh
1320 Madison Avenue
Covington, Kentucky 41011

Neutral Tandem-Michigan, LLC
Attn: Ron Gavillet – Executive Vice President
Two North LaSalle Street
Suite 1645
Chicago, Illinois 60602

Director of Carrier Relations
234 Copeland Street
Quincy, MA 02169

Budget Phone
Attn: Art Magee
6901 W. 70th Street
Shreveport, LA 71129

Tamara L. Clevenger
Cricket Wireless
2827 Culver Ave
Ketering, Ohio 45429

Julie Y Patterson
Vice President and Chief Counsel, Telephony
Time Warner Cable
290 Harbor Drive
Stamford , CT 06902

Dan Graf
Leap Wireless
10307 Pacific Center Court
San Diego, CA 92121

Mart McCann
Pac-West Telecom
1776 West March Lane
Suite 250
Stockton, CA 95207

Quality Telephone, Inc.
James J. Houghtlin
2777 North Stemmons Freeway

ALEC, Inc.
Attn: Mr. Mark Hayes, President
250 West Main Street, Suite 1920
Lexington, KY 40507

McDaniel, Tinsley & Associates, Inc.
Attn: Richard McDaniel
1170 Buckhead Drive
Greensboro, GA 30642
Facsimile: (678) 623-3633

Elaine Critides
Counsel – Interconnection, Regulatory Matters
Verizon Wireless, on behalf of Vista PCS, LLC as
Manager
1300 I Street, NW Suite 400 West
Washington, DC 20005
Telephone Number: (202)589-3756
Facsimile Number: (202)589-3750

Associate Director – Contract Negotiations
Verizon Wireless, on behalf of Vista PCS, LLC as
Manager
1120 Sanctuary Parkway, STE 150 – Mail Code
GASA5ICT
Alpharetta, GA 30004
Telephone Number: (770)797-1224
Facsimile Number: (770)797-1037

Brian Murdoch
Director, Carrier Management
Hypercube, LLC
5300 Oakbrook Parkway, Suite 330
Norcross, GA 30093

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

Dated as of , 2007

by and between

CINCINNATI BELL TELEPHONE COMPANY LLC

and

KMC Data, LLC

for

OHIO

TABLE OF CONTENTS

RECITALS	1
ARTICLE I DEFINITIONS AND CONSTRUCTION	1
1.1 STRUCTURE	1
1.2 DEFINED TERMS	1
1.3 INTERPRETATION	1
1.4 JOINT WORK PRODUCT	2
ARTICLE II GENERAL SERVICE-RELATED PROVISIONS	2
2.1 INTERCONNECTION ACTIVATION DATE	2
2.2 BONA FIDE REQUEST	2
2.3 TECHNICAL REFERENCES	2
2.4 AVAILABILITY OF SERVICES	3
ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(C)(2)	3
3.1 SCOPE	3
3.2 INTERCONNECTION POINTS AND METHODS	3
3.3 FIBER-MEET	4
3.4 ADDITIONAL INTERCONNECTION IN EXISTING LATA	5
3.5 NONDISCRIMINATORY INTERCONNECTION	6
3.6 NETWORK MANAGEMENT	6
3.7 STANDARDS OF PERFORMANCE	7
3.8 E9-1-1 SERVICE	7
ARTICLE IV TRANSMISSION AND ROUTING OF TRAFFIC PURSUANT TO SECTION 251(C)(2) 10	10
4.1 SCOPE OF TRAFFIC	10
4.2 LIMITATIONS	10
4.3 TRUNK GROUP ARCHITECTURE AND TRAFFIC ROUTING	10
4.4 SIGNALING	11
4.5 GRADES OF SERVICE	12
4.6 MEASUREMENT AND BILLING	12
4.7 RECIPROCAL COMPENSATION ARRANGEMENTS -- SECTION 251(B)(5).	12
ARTICLE V TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(C)(2) 13	13
5.1 SCOPE OF TRAFFIC	13
5.2 TRUNK GROUP ARCHITECTURE AND TRAFFIC ROUTING	13
5.3 LOGICAL TRUNK GROUPS	14
5.4 END OFFICE ACCESS	14
ARTICLE VI MEET-POINT BILLING ARRANGEMENTS	14
6.1 MEET-POINT BILLING SERVICES	14
6.2 DATA FORMAT AND DATA TRANSFER	15
6.3 ERRORS OR LOSS OF ACCESS USAGE DATA	16
6.4 PAYMENT	16
6.5 ADDITIONAL LIMITATION OF LIABILITY APPLICABLE TO MEET-POINT BILLING ARRANGEMENTS	16
ARTICLE VII BLV/BLVI TRAFFIC	16
7.1 BUSY LINE VERIFICATION	16
7.2 BUSY LINE VERIFICATION INTERRUPT	16
7.3 BLV/BLVI TRAFFIC	16
7.4 BLV/BLVI COMPENSATION	17
ARTICLE VIII TRANSIT SERVICE	17

8.1	TRANSIT SERVICE	17
8.2	TRANSIT SERVICE DEFINED	17
8.3	COMPENSATION FOR TRANSIT SERVICE	17
8.4	DURATION OF OBLIGATION	18
8.5	SIGNALING	18
8.6	OBLIGATIONS OF TERMINATING CARRIER	18
ARTICLE IX UNBUNDLED ACCESS – SECTION 251(C)(3)		18
9.1	ACCESS TO NETWORK ELEMENTS	18
9.2	NETWORK ELEMENTS	19
9.3	COMBINATION OF NETWORK ELEMENTS	20
9.4	NONDISCRIMINATORY ACCESS TO AND PROVISION OF NETWORK ELEMENTS	21
9.5	PROVISIONING OF NETWORK ELEMENTS	21
9.6	AVAILABILITY OF ADDITIONAL OR DIFFERENT QUALITY NETWORK ELEMENTS	22
9.7	PRICING OF UNBUNDLED NETWORK ELEMENTS	22
9.8	BILLING	22
9.9	MAINTENANCE OF UNBUNDLED NETWORK ELEMENTS	22
9.10	STANDARDS OF PERFORMANCE	23
ARTICLE X RESALE AT WHOLESALE RATES – SECTION 251(C)(4) RESALE AT RETAIL RATES – SECTION 251(B)(1)		23
10.1	TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE AT WHOLESALE RATES	23
10.2	TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE AT RETAIL RATES	24
10.3	LIMITATIONS ON AVAILABILITY OF RESALE SERVICES	24
10.4	ADDITIONAL CHARGES FOR RESALE SERVICES	25
10.5	RESTRICTIONS ON RESALE SERVICES	25
10.6	NEW RESALE SERVICES; CHANGES IN PROVISION OF RESALE SERVICES	26
10.7	OPERATIONS SUPPORT SYSTEMS FUNCTIONS	26
10.8	NONDISCRIMINATORY PROVISION OF RESALE SERVICES	27
10.9	STANDARDS OF PERFORMANCE	27
10.10	BRANDING	27
10.11	PRIMARY LOCAL EXCHANGE AND INTEREXCHANGE CARRIER SELECTIONS	29
10.12	FUNCTIONALITY REQUIRED TO SUPPORT RESALE SERVICE	30
10.13	SERVICE FUNCTIONS	31
10.14	RESPONSIBILITIES OF CLEC	32
10.15	RESPONSIBILITIES OF CBT	33
10.16	EXCHANGE OF BILLING INFORMATION	34
10.17	USE OF SERVICE	34
ARTICLE XI NOTICE OF CHANGES – SECTION 251(C)(5)		35
ARTICLE XII COLLOCATION – SECTION 251(C)(6)		35
12.1	PHYSICAL COLLOCATION	35
12.2	VIRTUAL COLLOCATION IN PHYSICAL COLLOCATION SPACE	38
12.3	VIRTUAL COLLOCATION IN VIRTUAL COLLOCATION SPACE	39
12.4	NONDISCRIMINATORY COLLOCATION	39
12.5	ELIGIBLE EQUIPMENT	39
12.6	TRANSMISSION FACILITY OPTIONS	41
12.7	INTERCONNECTION WITH OTHER COLLOCATED CARRIERS	41
12.8	INTERCONNECTION POINTS AND CABLES	41
12.9	ALLOCATION OF COLLOCATION SPACE	41
12.10	PROTECTION OF SERVICE AND PROPERTY	43
12.11	SUBCONTRACTOR AND VENDOR APPROVAL	44
12.12	DELIVERY OF COLLOCATED SPACE	44
12.13	TERMS OF COLLOCATION	49
12.14	TERMS OF VIRTUAL COLLOCATION	50

12.15	COMMON REQUIREMENTS	51
12.16	ADDITIONAL PHYSICAL COLLOCATION REQUIREMENTS	54
12.17	INDEMNIFICATION	55
12.18	PRICING	55
12.19	CANCELLATION	55
ARTICLE XIII	NUMBER PORTABILITY -- SECTION 251(B)(2)	55
13.1	PROVISION OF LOCAL NUMBER PORTABILITY	55
13.2	PROCEDURES FOR PROVIDING LNP	56
ARTICLE XIV	DIALING PARITY -- SECTION 251(B)(3)	57
ARTICLE XV	DIRECTORY LISTINGS -- SECTION 251(B)(3) AND DIRECTORY ASSISTANCE LISTINGS	57
15.1	DIRECTORY LISTINGS	57
15.2	DIRECTORY ASSISTANCE LISTINGS	59
ARTICLE XVI	ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(B)(4) AND 224 61	
16.1	STRUCTURE AVAILABILITY	61
16.2	FRANCHISES, PERMITS AND CONSENTS	62
16.3	ACCESS AND MODIFICATIONS	62
16.4	INSTALLATION AND MAINTENANCE RESPONSIBILITY	63
16.5	EMERGENCY REPAIRS	63
16.6	INSTALLATION AND MAINTENANCE STANDARDS	63
16.7	IMPLEMENTATION TEAM	63
16.8	ACCESS REQUESTS	64
16.9	UNUSED SPACE	64
16.10	MAINTENANCE DUCTS	64
16.11	APPLICABILITY	64
16.12	OTHER ARRANGEMENTS	64
16.13	COST OF CERTAIN MODIFICATIONS	64
16.14	MAPS AND RECORDS	64
16.15	CLEC ACCESS	64
16.16	OCCUPANCY PERMIT	65
16.17	INSPECTIONS	65
16.18	DAMAGE TO ATTACHMENTS	65
16.19	CHARGES	65
16.20	NONDISCRIMINATION	66
16.21	INTERCONNECTION	66
16.22	COST IMPUTATION	66
16.23	STRUCTURE LEASING COORDINATOR	66
16.24	STATE REGULATION	66
16.25	ABANDONMENTS, SALES OR DISPOSITIONS	66
ARTICLE XVII	SERVICE PERFORMANCE MEASUREMENT AND CREDITS	66
ARTICLE XVIII	IMPLEMENTATION TEAM	70
ARTICLE XIX	GENERAL RESPONSIBILITIES OF THE PARTIES	71
19.1	COMPLIANCE WITH IMPLEMENTATION SCHEDULE	71
19.2	COMPLIANCE WITH APPLICABLE LAW	71
19.3	NECESSARY APPROVALS	71
19.4	ENVIRONMENTAL HAZARDS	71
19.5	FORECASTING REQUIREMENTS	71
19.6	CERTAIN NETWORK FACILITIES	72

19.7	TRAFFIC MANAGEMENT AND NETWORK HARM	72
19.8	INSURANCE	73
19.9	LABOR RELATIONS	73
19.10	GOOD FAITH PERFORMANCE	73
19.11	RESPONSIBILITY TO CUSTOMERS	73
19.12	UNNECESSARY FACILITIES	73
19.13	COOPERATION	73
19.14	NXX CODE ADMINISTRATION	73
19.15	LERG LISTINGS	73
19.16	LERG USE	73
19.17	SWITCH PROGRAMMING	73
19.18	TRANSPORT FACILITIES	74
ARTICLE XX	PROPRIETARY INFORMATION	74
20.1	DEFINITION OF PROPRIETARY INFORMATION	74
20.2	DISCLOSURE AND USE	75
20.3	GOVERNMENT DISCLOSURE	76
20.4	OWNERSHIP	77
20.5	EQUITABLE RELIEF	77
ARTICLE XXI	TERM AND TERMINATION	78
21.1	TERM	78
21.2	RENEGOTIATION OF CERTAIN TERMS	78
21.3	DEFAULT	78
21.4	TRANSITIONAL SUPPORT	79
21.5	PAYMENT UPON EXPIRATION OR TERMINATION	79
ARTICLE XXII	DISCLAIMER OF REPRESENTATIONS AND WARRANTIES	79
ARTICLE XXIII	CANCELLATION CHARGES	79
ARTICLE XXIV	SEVERABILITY	80
24.1	SEVERABILITY	80
24.2	NON-CONTRAVENTION OF LAWS	80
ARTICLE XXV	INDEMNIFICATION	80
25.1	GENERAL INDEMNITY RIGHTS	80
25.2	INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION	81
25.3	ENVIRONMENTAL CONTAMINATION	81
25.4	INDEMNIFICATION PROCEDURES	81
ARTICLE XXVI	LIMITATION OF LIABILITY	82
26.1	LIMITED RESPONSIBILITY	82
26.2	APPORTIONMENT OF FAULT	82
26.3	DAMAGES	82
26.4	REMEDIES	82
ARTICLE XXVII	BILLING	83
27.1	BILLING	83
27.2	RECORDING	84
27.3	PAYMENT OF CHARGES	84
27.4	LATE PAYMENT CHARGES	84
27.5	FAILURE TO PAY	84
27.6	TERMINATION FOR NONPAYMENT	84
27.7	ADJUSTMENTS	85
27.8	INTEREST ON UNPAID OR OVERBILLED AMOUNTS	85

27.9	SINGLE POINT OF CONTACT	85
ARTICLE XXVIII DISPUTED AMOUNTS, AUDIT RIGHTS AND DISPUTE RESOLUTION		85
28.1	DISPUTED AMOUNTS	85
28.2	AUDIT RIGHTS	86
28.3	DISPUTE ESCALATION AND RESOLUTION	88
28.5	EQUITABLE RELIEF	88
ARTICLE XXIX REGULATORY APPROVAL		89
29.1	COMMISSION APPROVAL	89
29.2	TARIFFS	89
29.3	AMENDMENT OR OTHER CHANGES TO THE ACT; RESERVATION OF RIGHTS	89
29.4	REGULATORY CHANGES	90
29.5	INTERIM RATES	90
ARTICLE XXX REFERRAL ANNOUNCEMENT		90
ARTICLE XXXI MISCELLANEOUS		90
31.1	AUTHORIZATION	90
31.2	DESIGNATION OF AFFILIATE	91
31.3	SUBCONTRACTING	91
31.4	INDEPENDENT CONTRACTOR	91
31.5	FORCE MAJEURE	91
31.6	GOVERNING LAW	92
31.7	TAXES	92
31.8	NON-ASSIGNMENT	92
31.9	NON-WAIVER	93
31.10	NOTICES	93
31.11	PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS	94
31.12	NONEXCLUSIVE DEALINGS	94
31.13	SECTION 252(i) OBLIGATIONS	94
31.14	NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY	94
31.15	NO LICENSE	94
31.16	SURVIVAL	94
31.17	SCOPE OF AGREEMENT	95
31.18	COUNTERPARTS	95
31.19	RESERVATION OF RIGHTS	95
31.20	ENTIRE AGREEMENT	95

LIST OF SCHEDULES

SCHEDULE 1.2	DEFINITIONS
SCHEDULE 2.1	IMPLEMENTATION SCHEDULE OHIO
SCHEDULE 2.2	BONA FIDE REQUEST PROCESS
SCHEDULE 2.3	TECHNICAL REFERENCE SCHEDULE
SCHEDULE 3.7	CBT INTERCONNECTION PERFORMANCE BENCHMARKS
SCHEDULE 4.7	CONNECTIVITY BILLING AND RECORDING
SCHEDULE 6.0	MEET-POINT BILLING RATE STRUCTURE
SCHEDULE 9.2.1	LOCAL LOOPS
SCHEDULE 9.2.2	UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES
SCHEDULE 9.2.4	INTEROFFICE TRANSMISSION FACILITIES
SCHEDULE 9.2.6	OPERATIONS SUPPORT SYSTEMS FUNCTIONS
SCHEDULE 9.2.7	SUBLOOPS
SCHEDULE 9.3.2	COMBINATIONS
SCHEDULE 9.5	PROVISIONING OF NETWORK ELEMENTS
SCHEDULE 9.5.4	COORDINATED INSTALLATION PROCESS FOR UNBUNDLED LOOPS
SCHEDULE 9.10	NETWORK ELEMENT PERFORMANCE BENCHMARKS AND PARITY MEASUREMENTS
SCHEDULE 10.1	WHOLESALE RESALE SERVICES
SCHEDULE 10.3.1	GRANDFATHERED SERVICES OHIO
SCHEDULE 10.3.2	SCHEDULED TO BE WITHDRAWN SERVICES OHIO
SCHEDULE 10.9	RESALE PERFORMANCE BENCHMARKS AND PARITY MEASUREMENTS
SCHEDULE 10.11.1	FORM OF REPRESENTATION OF AUTHORIZATION
SCHEDULE 10.12.5	LAW ENFORCEMENT INTERFACES
SCHEDULE 10.13	RESALE MAINTENANCE PROCEDURES
SCHEDULE 10.13.2	SERVICE ORDERING AND PROVISIONING PROCEDURES AND INTERFACE FUNCTIONALITY
SCHEDULE 10.16	BILLING INFORMATION
SCHEDULE 15	DIRECTORY LISTINGS

SCHEDULE 17.2.4 INCIDENT RELATED SERVICE CREDITS

PRICING SCHEDULE

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

This Interconnection Agreement, under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the ____ day of _____ 2007 (the "Effective Date"), by and between Cincinnati Bell Telephone Company LLC, an Ohio limited liability company with offices at 221 E. Fourth Street, Cincinnati, Ohio 45202 ("CBT"), and KMC Data, LLC company, a Delaware corporation, with offices at 5300 Oakbrook Parkway, Suite 330, Norcross, Georgia 30093 ("CLEC").

RECITALS

A. CBT is an Incumbent Local Exchange Carrier, as defined by the Act, authorized to provide certain Telecommunications Services within the state of Ohio, more particularly described as LATA 922.

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

C. CLEC has been granted authority to provide certain local Telephone Exchange Services within the areas of Ohio where it intends to provide services pursuant to this Agreement and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to provide for compliance with their respective obligations under the Act, including Interconnection of their facilities and equipment so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.

NOW, THEREFORE, in consideration of the promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and CBT hereby agree as follows:

ARTICLE I DEFINITIONS AND CONSTRUCTION

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

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

1.3 Interpretation.

- (a) The definitions in Schedule 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require,

any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement, and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.

- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement, unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

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

ARTICLE II GENERAL SERVICE-RELATED PROVISIONS

2.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Articles III and IV for the transmission and routing of Telephone Exchange Service traffic, Information Access Traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide CLEC access to CBT's unbundled Network Elements pursuant to Article IX, shall be established on or before the corresponding "Interconnection Activation Date" shown for each Interconnection Point set forth on Schedule 2.1. CLEC may seek additional Interconnection Points or revise any estimated or new Interconnection Activation Dates according to the principles set forth in Section 3.4. Schedule 2.1 shall be revised and supplemented from time to time to reflect additional Interconnection Points, by attaching one or more supplementary schedules to such Schedule.

2.2 Bona Fide Request. Any request by a Party for services, including features, capabilities, functionality, Network Elements or Combinations that are not otherwise provided by the terms of this Agreement at the time of such request, shall be made pursuant to the Bona Fide Request ("BFR") process set forth on Schedule 2.2.

2.3 Technical References. The Parties agree that the Technical References listed on Schedule 2.3 (the "Technical Reference Schedule"), are generally accepted guidelines for interface and performance parameters of equipment and facilities used by LEC's in the United States for delivering Telephone Exchange Service. These Technical References are used by the Parties in specifying suitable equipment and facilities components for use in their respective

networks, and for assuring interoperability between components that collectively comprise such networks. Each Party will strive to their utmost ability to comply with these industry standards, but will not be liable for any non-compliance by any vendor furnishing such equipment or facilities, provided that such equipment/facilities are of a type generally deployed throughout the industry, currently or at the time deployed. Nothing in this Section shall require a Party to deliver performance, functionality or capabilities from specific equipment or facilities beyond that intended by its vendor. CLEC is entitled to request through the BFR process functions and capabilities described in the Technical References listed in Schedule 2.3 which CBT has not deployed or activated in its own network.

2.4 Availability of Services. CBT agrees not to discontinue or refuse to provide any service provided or required hereunder other than in accordance with the terms of this Agreement, or unless required by the Commission.

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

3.1 Scope. Article III describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic, Information Access Traffic and Exchange Access traffic (including intraLATA and interLATA traffic) between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Each Party shall make available to the other Party the same Interconnection methods on the same rates, terms and conditions. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Articles IV and V prescribe the specific logical trunk groups (and traffic routing parameters) that will be configured over the physical Interconnections described in this Article III related to the transmission and routing of Telephone Exchange Service traffic, Information Access Traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

3.2 Interconnection Points and Methods.

3.2.1 In the LATA identified on Schedule 2.1, CLEC and CBT shall Interconnect their networks at the correspondingly identified Interconnection Points on Schedule 2.1 for the transmission and routing within that LATA of Telephone Exchange Service traffic, Information Access Traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

3.2.2 Interconnection in the LATA shall be accomplished at any technically feasible point of Interconnection (an "Interconnection Point") by any technically feasible means, including (i) a Fiber-Meet as provided in Section 3.3, or (ii) Collocation at any technically feasible Premise as provided in Article XII. For Interconnection methods other than a Fiber-Meet, CLEC will have the right to designate the Interconnection Point(s) in the LATA. For Interconnection by Fiber-Meet, the Parties shall mutually agree on the Interconnection Point(s). There will be at least one (1) Interconnection Point within the LATA; however, CLEC

may designate additional Interconnection Points in the LATA, subject to the terms and conditions of this Article III.

3.2.3 If CLEC elects Collocation as an Interconnection method or elects a network architecture that requires CBT to Interconnect with CLEC's facilities via Collocation, CLEC agrees to provide to CBT Collocation for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions to be negotiated by the Parties under a separate agreement that are no less favorable than either (i) CBT provides to CLEC hereunder or (ii) unless the Commission finds otherwise.

3.2.4 Within ten (10) Business Days of a Party's request of any Interconnection Point, the other Party shall provide any information in its possession or of which it is actually aware regarding the environmental conditions of the Interconnection Point, including the existence and condition of asbestos, lead paint, hazardous substance contamination or radon. The Parties acknowledge that a Party's obligation under this Section 3.2.4 shall only require such Party to review any existing internal records of such Party. Nothing in this Section 3.2.4 shall require a Party to investigate and/or monitor, contain, clean, remove, restore or perform any remedial work of any kind or nature with respect to any environmental condition in or on such Interconnection Point, other than as required by Applicable Law.

3.3 Fiber-Meet.

3.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be configured, engineered, installed, and maintained as described in this Article III and agreed to by the Implementation Team.

3.3.2 CBT shall, wholly at its own expense, procure, install and maintain the Optical Line Terminating Multiplexer ("OLTM") equipment in the CBT Interconnection Wire Center ("CIWC") identified for each LATA set forth on Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

3.3.3 CLEC shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the CLEC Interconnection Switching Center ("MISC") identified for that LATA in Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

3.3.4 CBT shall designate a manhole or other suitable entry-way immediately outside the CIWC as a Fiber-Meet entry point and shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the CIWC. CLEC shall deliver and maintain such strands wholly at its own expense. Upon verbal request by CLEC to CBT, CBT will allow CLEC access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after CBT's receipt of such request.

3.3.5 CLEC shall designate a manhole or other suitable entry-way immediately outside the MISC as a Fiber-Meet entry point and shall make all necessary preparations to receive, and to allow and enable CBT to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLT equipment in the MISC. CBT shall deliver and maintain such strands wholly at its own expense. Upon verbal request by CBT to CLEC, CLEC will allow CBT access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after CLEC's receipt of such request.

3.3.6 CLEC shall pull the fiber optic strands from the CLEC-designated manhole/entry-way into the MISC and through appropriate internal conduits CLEC utilizes for fiber optic facilities and shall connect the CBT strands to the OLT equipment CLEC has installed in the MISC.

3.3.7 CBT shall pull the fiber optic strands from the CBT-designated manhole/entry-way into the CIWC and through appropriate internal conduits CBT utilizes for fiber optic facilities and shall connect the CLEC strands to the OLT equipment CBT has installed in the CIWC.

3.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Switching Center or Wire Center through a point separate from that through which such Party's own fiber exited. CBT shall consider the construction of a separate entrance facility as a means to achieve requested redundancy but CBT is not obligated to agree to such construction.

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

3.4 Additional Interconnection in Existing LATA. If CLEC wishes to establish additional Interconnection Points in any LATA, then CLEC will provide notice to CBT consistent with the notice provisions of Section 3.4.1 and Section 3.4.2. The Interconnection Activation Date shall be consistent with the provisions of Section 3.4.2. If CLEC deploys additional switches in the LATA after the Effective Date or otherwise desires to establish Interconnection with additional CBT Central Offices, CLEC shall be entitled to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnections. If either Party establishes an additional Tandem Switch within the LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices that serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

3.4.1 Except for when CLEC elects Collocation as an Interconnection method or elects a network architecture that requires CBT to Interconnect with CLEC's facilities via Collocation (such Collocation by CBT to be established under a separate agreement as set forth in Section 3.2.3), CLEC shall provide written notice to CBT of its need to establish Interconnection in such LATA pursuant to this Agreement, if CLEC desires to establish additional Interconnection Points within the LATA .

3.4.2 The notice provided in Section 3.4.1 shall include (i) the Interconnection Point CLEC has designated (or if such Interconnection is pursuant to a Fiber-Meet, the Interconnection Point CLEC requests); (ii) CLEC's requested Interconnection Activation Date; and (iii) a binding forecast of CLEC's trunking requirements, pursuant to Section 19.5 of this Agreement. Unless otherwise agreed by the Parties, each new Interconnection Activation Date shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is no more than ninety (90) days after the date on which CLEC delivered notice to CBT pursuant to Section 3.4.1. Within ten (10) Business Days of CBT's receipt of CLEC's notice specified in Section 3.4.1, CBT and CLEC shall confirm the Interconnection Point and the Interconnection Activation Date by attaching a supplementary schedule to Schedule 2.1.

3.5 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this Section 3.5, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network. If CLEC requests an Interconnection that is of a different quality than that provided by CBT to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

3.6 Network Management.

3.6.1 CLEC and CBT shall work cooperatively to install and maintain a reliable network. CLEC and CBT shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, and such other information as the Parties shall mutually agree) to achieve this desired reliability.

3.6.2 CLEC and CBT shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.6.3 CBT shall, upon the request of CLEC, provide the following network information, subject to any necessary privacy or proprietary safeguards:

- (a) Points of Interconnection available on the CBT network;
- (b) List of all local exchanges, and for each local exchange, the NXXs that are defined as within CBT's "local calling areas";
- (c) Switch locations (including Tandems and End Offices);

3.7 Standards of Performance.

3.7.1 Each Party shall provide the other Party Interconnection in accordance with Section 3.5 and as required in Schedule 3.7, (collectively, the "Interconnection Performance Benchmarks").

3.7.2 To determine CBT's compliance with the Performance Benchmarks, CBT shall maintain performance records and provide reports in accordance with the terms in Section 17.1 and the criteria in Schedule 3.7.

3.7.3 CLEC will be eligible for "Incident Related Service Credits" in accordance with the terms and restrictions described in Section 17.2 and "Non-Performance Service Credits" as described in Section 17.2.5.

3.7.4 Upon mutual agreement of parties, the Interconnection Performance Benchmarks (Schedule 3.7) may be updated periodically to ensure compliance with Section 3.5.

3.8 E9-1-1 Service.

3.8.1 CBT shall provide E9-1-1 Service to CLEC's Customers on the same basis that CBT provides E9-1-1 Service to its own Customers in the municipality where such E9-1-1 Service is provided pursuant to the terms and conditions set forth in this Section 3.8 in each Rate Center in which (i) CLEC is authorized to provide local exchange services and (ii) CBT is the E9-1-1 service provider.

3.8.2 Service and Facilities Provided.

- (a) CBT will provide CLEC with multiplexing at a designated CBT Central Office at the rates set forth at in the Pricing Schedule. CBT will also provide CLEC with trunking from the CBT Central Office to the designated CBT Control Office(s) with sufficient capacity to route CLEC's originating E9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth in Pricing Schedule. If CLEC forwards the ANI information of the calling party to the Control Office, CBT will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by CLEC, CBT will display a Central Office identification code for display at the PSAP.
- (b) CLEC will provide itself, or lease from a third person, the necessary trunking to route originating E9-1-1 traffic from CLEC's Switches to the CBT Control Office(s). The point of Interconnection for CLEC's Primary and Diverse Routes, where available, to the multiplexer collocation space and E9-1-1 Control Offices is at the CBT Central Office. If Diverse Routes are not available, CBT shall, at the request of CLEC, provide diversity to CLEC, and CLEC shall pay local channel mileage charges for

Diverse Routes as set forth in the Pricing Schedule. CLEC will be responsible for determining the proper quantity of trunks from its switches to the CBT Central Office(s). Trunks between the CBT Central Office and the CBT Control Office shall be delivered consistent with time frames that CBT provides itself or other customers, but in no case shall it exceed thirty (30) days. Following delivery, CLEC and CBT will cooperate to promptly test all transport facilities between CLEC's network and the CBT Control Office to assure proper functioning of the E9-1-1 service.

- (c) CBT will provide to CLEC in paper, on diskette or mechanized format information (the "E9-1-1 A&R Information"), and will seek the appropriate governmental approval if required that will (i) enable CLEC to make pre-edits to validate the street addresses of CLEC Customers and (ii) specify which E9-1-1 Control Office serves as the jurisdictional E9-1-1 answering point for Customers within the Exchange Areas served by CLEC. The E9-1-1 A&R Information will be provided by exchange rate center or community upon request. Until such time as a mechanized process for provision of this information is made available by CBT, CBT shall provide to CLEC in a paper format any updates to the E9-1-1 A&R Information on a quarterly basis or as soon as reasonably practicable after such updates occur. CBT will provide CLEC the format rules and definitions of E9-1-1 A&R Information at the time it provides such E9-1-1 A&R Information.
- (d) CBT will coordinate access to the CBT ALI database for the initial loading and updating of CLEC Customer information. Access coordination will include:
 - (1) CBT-provided format requirements and a delivery address for CLEC to supply an electronic version of Customer telephone numbers, addresses and other information, both for the initial load and, where applicable, daily updates. CBT shall confirm receipt of this data as described in Section 3.8.2(g);
 - (2) Coordination of error resolution involving entry and update activity;
 - (3) Provisioning of specific E9-1-1 routing information on each access line;
 - (4) Updating the CBT ALI database from paper records of service order activity supplied by CLEC is optional. The charge for this service is separate and set forth in the Pricing Schedule under the category "Optional Manual Update"; and
 - (5) Providing CLEC with reference data required to ensure that CLEC's Customer will be routed to the correct Control Office when originating a E9-1-1 call.

- (e) In the event of a CBT or CLEC E9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the E9-1-1 Service between the Parties.
- (f) CBT will provide the order number and circuit identification code in advance of the service due date.
- (g) CLEC or its third-party agent will provide CNA data to CBT for use in entering the data into the E9-1-1 database. The initial CNA data will be provided to CBT in a format prescribed by CBT. CLEC is responsible for providing CBT updates to the CNA data and error corrections that may occur during the entry of CNA data to the CBT E9-1-1 Database System. CLEC shall reimburse CBT for any additional database charges, if any, incurred by CBT for errors in CNA data updates caused by CLEC or its third party agent. CBT will confirm receipt of such data and corrections by the next Business Day by providing CLEC with a report of the number of items sent, the number of items entered correctly, and the number of errors.
- (h) CLEC will monitor the E9-1-1 circuits for the purpose of determining originating network traffic volumes. CLEC will notify CBT if traffic study information indicates that additional circuits are required to meet the current level of E9-1-1 call volumes.
- (i) Incoming trunks for E9-1-1 shall be engineered to assure minimum P.01 grade of service, as measured using the "busy day/busy hour" criteria.
- (j) All E9-1-1 trunks must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDD"s).
- (k) CLEC shall report errors, defects and malfunctions to CBT. CBT shall provide CLEC with the point of contact for reporting errors, defects and malfunctions in the service and shall also provide escalation contacts.

3.8.3 Compensation.

In addition to the amounts specified in Section 3.8.2, CLEC shall compensate CBT as set forth in the Pricing Schedule.

3.8.4 Additional Limitations of Liability Applicable to E9-1-1 Service.

- (a) CBT is not liable for the accuracy and content of CNA data that CLEC delivers to CBT. CLEC is responsible for maintaining the accuracy and content of that data as delivered. However, as custodian of the data CBT must exercise reasonable care of the data.
- (b) Notwithstanding anything to the contrary contained herein, CBT's liability to CLEC and any third person shall be limited to the maximum extent permitted by Section 4931.49 Ohio Revised Code.

3.8.5 Database and Network Requirements.

The Implementation Team shall identify that information that CLEC must provide CBT so that CBT can provide CLEC with the E9-1-1 services described herein.

3.8.6 CBT shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from CLEC.

ARTICLE IV

TRANSMISSION AND ROUTING OF TRAFFIC PURSUANT TO SECTION 251(c)(2)

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

4.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated Toll Free traffic (e.g., 800/888) over Local/IntraLATA Interconnection Trunks.

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

4.3.1 The Parties shall mutually agree to initially configure either a one (1)-way or two (2)-way trunk group as a direct transmission path through the Interconnection Point(s) specified in Schedule 2.1. CLEC shall specify the Digital Signal Level of the trunk facilities (e.g., DSO, DS1 or higher, where available) consistent with the forecasting requirements in Section 19.5.2.

4.3.2 CBT shall ensure that each Tandem connection permits the transport of traffic to all End Offices that sub-tend such Tandem to which transport is technically feasible. Each Party shall establish and maintain separate logical trunk groups connected to each CBT Tandem that serves, or is sub-tended by End Offices that serve, Customers within the Exchange Areas served by such Tandem Switches. Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

4.3.3 Tandem Exhaust. If a Tandem through which the Parties are Interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any Busy Season, the Parties will mutually agree on an End Office trunking plan that will alleviate the Tandem capacity shortage and ensure completion of traffic between CLEC and CBT Customers. For purposes of this Agreement, "Busy Season" means any three (3) consecutive month period.

4.3.4 Traffic Volume. The Parties will install and retain direct End Office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between an CLEC switching center and an CBT End Office where traffic exceeds or is forecast to exceed five hundred (500) Busy Hour CCS or nine hundred (900) busy hour minutes of use for a six (6)-week period. The Parties will install additional capacity between such points when overflow traffic between the CLEC switching center and CBT access Tandem exceeds or is forecast to exceed five hundred (500) Busy Hour CCS or nine hundred (900) busy hour minutes of use for such six (6)-week period.

4.3.5 Mutual Agreement. As mutually agreed upon by the Parties, the Parties may install additional direct End Office trunking in the absence of the conditions set forth in Sections 4.3.3 and 4.3.4 above.

4.4 Signaling.

4.4.1 Where available, Common Channel Interoffice Signaling ("CCIS") signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number ("CPN") within the SS7 signaling message, if available. If CCIS is unavailable, MF ("Multi-Frequency") signaling shall be used by the Parties. Each Party is responsible for providing its portion of the signaling links and ports on its STPs necessary to provide CCIS signaling to support the exchange of traffic under this Agreement.

4.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs where traffic will be exchanged or shall arrange for signaling connectivity through a third-party provider that is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

4.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters where applicable will be provided, including Calling Party Number ("CPN"), Originating Line Information ("OLI"), calling party category and charge number. For terminating Exchange Access, such information shall be passed by a Party to the extent that such information is provided to such Party.

4.4.4 Where available, and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64-

Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

4.5 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups as agreed by the Implementation Team. A blocking standard of one-half of one percent (0.005) for all final trunk group traffic via tandem and a blocking standard of one percent (0.01) during the average busy hour for all other final trunk group traffic, as defined by industry standards, shall be maintained.

4.6 Measurement and Billing. The Parties shall measure Interconnection in accordance with this Section 4.6 and bill in accordance with Article XXVII and this Section 4.6.

4.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on each call that it originates over the Local/IntraLATA Trunks; provided that all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage ("PLU") factor calculated based on the amount of actual volume during the preceding three (3) months. The factors will be reevaluated every three (3) months and provided to the other Party within twenty (20) calendar days after the end of each quarter. If a PLU factor is not provided, the one already in effect stays in effect (i.e., no default). If either Party fails to pass at least ninety percent (90%) of calls with CPN that it originates within a monthly period on a specific trunk, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic and, if applicable, Exchange Access Traffic be established for that specific trunk.

4.6.2 CLEC and CBT agree to exchange such reports and/or data as provided in this Section 4.6 to facilitate the proper billing of traffic. Either Party may request an examination pursuant to Section 28.2 of such usage reports upon thirty (30) days written notice. Such examination shall be requested within six (6) months of having received the PLU factor and usage reports from the other Party and shall be performed during Normal Business Hours.

4.6.3 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time for Local Traffic and Information Access Traffic, and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic. The total conversation seconds will be totaled for the entire monthly bill cycle and then rounded to the next whole minute.

4.7 Reciprocal Compensation Arrangements -- Section 251(b)(5). Compensation for the transport and termination of Local Traffic, Information Access Traffic and IntraLATA Toll Traffic shall be pursuant to this Section 4.7. Compensation for the transport and termination of any Exchange Access Traffic shall be pursuant to Article VI.

4.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic and Information Access Traffic billable by CBT or CLEC that a Telephone Exchange Service Customer originates on CBT's or CLEC's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rates provided in this Section 4.7; provided, however, that compensation for Local Traffic and Information Access Traffic will be reciprocal and symmetrical.

4.7.1.1 Compensation for Local Traffic and Information Access Traffic will be rated at \$.0007/mou until further action by the FCC to establish rates for the exchange of Information Access Traffic. Any change by the FCC in the manner or rate of compensation for Information Access Traffic shall apply prospectively only.

4.7.1.2 For each month, during the term of this Agreement (each a "Calculation Period"), each party shall calculate the total Local Traffic and Information Access Traffic delivered to the other Party during that Calculation Period and provide the calculation in written form to the other Party, within thirty (30) days after the end of the Calculation Period.

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

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

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

5.1 Scope of Traffic. Article V prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and non-translated 800 traffic between CLEC Telephone Exchange Service Customers and Interexchange Carriers. Notwithstanding anything to the contrary contained herein, compensation for routing of Exchange Access traffic shall be pursuant to Article VI.

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 The Parties shall jointly establish Access Toll Connecting Trunks between CLEC and CBT by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to CLEC's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access and non-translated Toll Free traffic (e.g., 800/888) to allow CLEC's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to the CBT access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be one-way or two-way trunks, as mutually agreed, connecting an End Office Switch that CLEC utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in the given LATA to an access Tandem Switch CBT utilizes to provide Exchange Access in the LATA.

5.3 **Logical Trunk Groups.** In the LATA identified on Schedule 2.1, each CLEC Switching Center Switch in that LATA shall subtend the CBT access Tandem in that LATA via logical trunk groups, as provided in Section 4.3.2.

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

ARTICLE VI MEET-POINT BILLING ARRANGEMENTS

6.1 Meet-Point Billing Services.

6.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in an CLEC/CBT MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC code.

6.1.2 CLEC shall designate the access Tandem or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem designated, the Parties shall mutually agree upon a billing percentage as set forth in Schedule 6.0 and shall further agree, within thirty (30) days of the Effective Date, upon billing percentages for additional routes, which billing percentages shall be set forth in Schedule 6.0 as amendments hereto. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

6.1.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.

6.1.4 Each Party shall implement the "Multiple Bill/Multiple Tariff" option in order to bill the IXC for each Party's own portion of jointly provided Telecommunications Service.

6.2 Data Format and Data Transfer.

6.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer using the Exchange Message Record ("EMR") format. CBT has two (2) billing systems, each of which has a fixed billing period. Resale and Unbundled Ports will be in the 1st CRIS billing period every month; and, unbundled loops will be in the 7th CABS billing period every month. These billing periods coincide with current CABS and CRIS billing procedures. CABS bills are currently received via NDM and CRIS bills will be sent via NDM, if requested by CLEC. Bill Data Tapes will be shipped overnight.

6.2.2 CLEC shall provide to CBT, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records), via electronic data transfer using a mutually agreed upon format.

6.2.3 CBT shall provide to CLEC, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) via daily electronic data transfer via dedicated dial-up, using EMR format. In any event, CBT shall provide the information on magnetic tape no later than ten (10) calendar days from the usage recording date.. CBT and CLEC shall use best efforts to utilize electronic data transfer.

6.2.4 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 Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

6.2.5 When CBT records on behalf of CLEC and Access Detail Usage Data is not submitted to CLEC by CBT in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined and if as a result CLEC is delayed in billing IXC, then late payment charges will be payable by CBT to CLEC. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

6.2.6 If Summary Access Usage Data is not submitted to CBT in a timely fashion or if it is not in proper format as previously defined and if as a result CBT is delayed in billing IXC, then late payment charges will be payable by CLEC to CBT. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by the subsequent billing company in a timely fashion.

6.3 Errors or Loss of Access Usage Data.

6.3.1 Errors may be discovered by CLEC, the IXC or CBT. Each Party agrees to use reasonable efforts to provide the Other Party with notification of any discovered errors within two (2) Business Days of such discovery. A Party may recover against the other Party due to errors or loss of access usage whenever a Party's IXC customer successfully asserts any claim for which the Party making the error is responsible.

6.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on three (3) months of prior usage data. In the event three (3) months of prior usage data is not available, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

6.4 **Payment.** The Parties shall not charge one another for the services rendered pursuant to this Article VI.

6.5 **Additional Limitation of Liability Applicable to Meet-Point Billing Arrangements.** In the event of errors, omissions, or inaccuracies in data received from a Party, the Party providing such data shall provide corrected data. If data is lost, such providing Party will develop a substitute based on past usage, as set forth in Section 6.3.2; provided, however, that the Party responsible for the lost data shall credit the other Party for any amounts billed pursuant to data developed as described in Section 6.3.2 and not paid by the IXC to whom such usage has been billed.

ARTICLE VII BLV/BLVI TRAFFIC

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

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

7.3 **BLV/BLVI Traffic.** Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between

the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Article III.

7.4 BLV/BLVI Compensation. Each Party shall compensate the other Party for BLV/BLVI traffic as set forth in the pricing schedule.

ARTICLE VIII TRANSIT SERVICE

8.1 Transit Service. CBT shall provide CLEC Transit Service as provided in this Article VIII.

8.2 Transit Service Defined. "Transit Service" means the delivery of Local Traffic, Information Access Traffic and IntraLATA Toll Traffic between CLEC and a third-party LEC or CMRS provider by CBT over the Local/IntraLATA Trunks.

8.3 Compensation for Transit Service. The Parties shall compensate each other for Transit Service as follows:

- (a) (a) Each party acknowledges that CBT has no responsibility to pay any third party LEC or CMRS provider for termination of any transit traffic. CBT will not pay such charges on behalf of the originating party unless CBT acts as the primary toll carrier ("PTC"), see (c)(1) below. The Parties agree to enter into their own agreements with third party Telecommunications Carriers. In the event one Party originates traffic that transits the other Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic interchange agreement, then the originating Party will indemnify the other 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.
- (b) (b) For Local Traffic, Information Access Traffic and IntraLATA Toll Traffic originating from CLEC that is delivered over the Transit Service ("Transit Traffic") CLEC shall pay to CBT a Transit Service charge as set forth in the Pricing Schedule. CLEC is responsible for paying any termination charges imposed by the third party carrier Transit Traffic as used in this Article VIII refer to a switching and transport function which applies when one Party sends Local Traffic to a third party's network through the other Party's Tandem and does not apply when calls originate with or terminate to the transit Party's End User. The Transit service rate set forth in the Pricing Schedule will apply to Transit Traffic. The originating Party is responsible for the appropriate rates unless otherwise specified.
- (c) The following applies to Local Traffic, Information Access Traffic and IntraLATA Toll Traffic originating from a third party LEC or CMRS provider that is delivered to CLEC over the Transit Service.

- (1) For IntraLATA Toll Traffic that is subject to a PTC arrangement, CBT shall deliver such IntraLATA Toll Traffic to CLEC in accordance with the terms and conditions of such PTC arrangement;
- (2) For Local Traffic, Information Access Traffic and IntraLATA Toll Traffic where CBT has a transiting arrangement with such third-party LEC or CMRS provider that authorizes CBT to deliver such traffic to CLEC ("Other Party Transit Agreement"), then CBT shall deliver such traffic to CLEC in accordance with the terms and conditions of such Other Party Transit Agreement, and such third-party LEC or CMRS provider (and not CLEC) shall be responsible to pay CBT the applicable Transit Service charge. CLEC is to bill any termination charges solely to the third party carrier.

8.4 Duration of Obligation The Parties agree that it is the responsibility of each third-party LEC or CMRS provider to enter into arrangements with other LECs or CMRS providers to deliver Local Traffic and IntraLATA Toll Traffic where CBT does not act as the PTC for the originating LEC. Notification of effective third party agreements must be provided to CBT. The parties acknowledge that such agreements and actual measuring capability may not be currently in place. In the interim, therefore, if the terminating party is unable to determine the originator of the transit traffic, the terminating party may request that CBT provide billing information to permit billing the third party (i.e., the call originator). To the extent CBT incurs additional cost in providing billing data, CBT will provide an estimate of those costs. If the receiving party accepts the estimate and agrees to reimburse CBT, the billing data will be provided.

8.5 Signaling. To the extent that networks involved in transit traffic deliver calls with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message, CBT will deliver such information to the terminating third-party LEC or CMRS provider. In all cases, CLEC is responsible to follow the EMR standard and exchange records with both CBT and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

8.6 Obligations of Terminating Carrier As provided in this Article VIII, CBT, as the transit service provider, will not pay any terminating charges behalf of the originating LEC or CMRS provider. The terminating LEC or CMRS provider is responsible for billing the originator of the traffic, and not CBT, for terminating charges.

ARTICLE IX UNBUNDLED ACCESS -- SECTION 251(c)(3)

9.1 Access to Network Elements.

9.1.1 CBT shall provide CLEC access to CBT's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this Article IX. CBT shall provide CLEC access to each unbundled Network Element, along with all of such unbundled Network Element's features, functions and capabilities in accordance with the terms and conditions of Article II, in a manner that shall allow CLEC to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

9.1.2 Notwithstanding anything to the contrary in this **Article IX**, CBT shall not be required to provide Network Elements to CLEC if:

(1) The Commission concludes that:

- (a) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to CLEC on an unbundled basis; and
- (b) CLEC could offer the same proposed Telecommunications Service through the use of other, nonproprietary means; or

(2) The Commission concludes that the failure of CBT to provide access to such Network Element would not impair the ability of CLEC to provide the Telecommunications Service CLEC seeks to offer.

9.1.3 CBT shall be required to make available Network Elements, including facilities and software necessary to provide such Network Elements, where available. If CBT makes available Network Elements that require special construction, CLEC shall pay to CBT any applicable special construction charges, as determined in accordance with the Act. The Parties shall mutually agree on the nature and manner of any required special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on **Schedule 9.10**.

9.1.4 CBT shall permit CLEC to connect CLEC's facilities or facilities provided to CLEC by third parties with each of CBT's unbundled Network Elements at any point on CBT's network designated by CLEC that is technically feasible.

9.1.5 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.

9.2 Network Elements. At the request of CLEC, CBT shall provide CLEC access to the following Network Elements on an unbundled basis:

9.2.1 Local Loops, as more fully described on **Schedule 9.2.1**;

9.2.2 The Network Interface Device, as more fully described on **Schedule 9.2.2**;

9.2.3 Reserved for future use;

9.2.4 Interoffice Transmission Facilities, as more fully described on **Schedule 9.2.4**;

9.2.5 Reserved for future use;

9.2.6 Operations Support Systems (“OSS”) functions as more fully described on Schedule 9.2.6; and

9.2.7 Subloops, as more fully described on Schedule 9.2.7.

9.3 Combination of Network Elements.

9.3.1 CBT shall provide Network Elements as specified in Schedule 9.3.2 to CLEC in a manner that shall allow CLEC to combine such Network Elements (a “Combination”) with CLEC services or elements in order to provide a Telecommunications Service.

9.3.2 CBT shall make available to CLEC the following Combinations as described in Schedule 9.3.2 at the rates set forth in the Pricing Schedule for so long as CBT provides the same Combinations pursuant to a previously executed interconnection agreement with another carrier, or as otherwise ordered by the Commission. Combinations that include the “Unbundled Local Loop” will be priced and configured with the Two Wire Analog Voice Grade Loop Element as described in Schedule 9.2.1.

9.3.2.1 Loop Combination.

9.3.2.2 Loop/Transport Combination #1 (EEL #1). (VG Interface)

9.3.2.3 Loop/Transport Combination #2 (EEL #2). (DS1 Interface)

9.3.3 Any request by CLEC for CBT to provide any Combination other than as set forth in Section 9.3.2, to combine the unbundled Network Elements of CBT with CLEC or to perform any other function under this Section 9.3 shall be made by CLEC in accordance with Section 9.6.

9.3.4 CBT shall not separate requested network elements that CBT currently combines.

9.3.5 Upon request, CBT shall perform the functions necessary to combine unbundled network elements in any manner, even if those elements are not ordinarily combined in the CBT’s network, provided that such combination:

- (1) Is technically feasible; and
- (2) Would not undermine the ability of other carriers to obtain access to unbundled network elements or to interconnect with CBT’s network.

9.3.6 Reserved for future use.

9.3.7 Reserved for future use.

9.3.8 CBT shall allow CLEC to self-certify that it is providing a significant amount of local exchange service over combinations of unbundled network elements. For this purpose, a letter sent to CBT by CLEC shall be considered a practical method of certification. The letter shall indicate under what local usage option CLEC seeks to qualify.

9.3.9 To confirm reasonable compliance with the local usage requirements set forth in this section, CBT may conduct limited audits only to the extent reasonably necessary to determine a requesting carrier's compliance with the local usage options. CBT shall hire and pay for an independent auditor to perform the audit, and CLEC shall reimburse CBT if the audit uncovers non-compliance with the local usage options. CBT shall provide at least 30 calendar days written notice to CLEC that it will conduct an audit. At the same time CBT provides notice of an audit to CLEC, CBT should also send a copy of the notice to the FCC. CBT may not conduct more than one audit of CLEC in any calendar year unless an audit reveals non-compliance. Any audit shall not impose an undue financial burden on CLEC, and CBT shall verify CLEC's compliance using the records that CLEC keeps in the normal course of business. CBT shall not require CLEC to submit to an audit prior to provisioning EELs.

9.3.10 For purposes of conversion, CBT shall not disconnect the special access circuit and reconnect it.

9.3.11 If CBT charges CLEC for the conversion of special access circuits to EELs, such a charge shall be TELRIC-based and shall be submitted to the Commission for approval.

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 The quality of an unbundled Network Element, as well as the quality of the access to such unbundled Network Element that CBT provides to CLEC, shall be (i) the same for all Telecommunications Carriers requesting access to such Network Element; and (ii) at least equal in quality to that which CBT provides to itself, its subsidiaries, affiliates or any other person, unless CBT proves to the Commission that it is not technically feasible to provide the Network Element requested by CLEC, or access to such Network Element at a level of quality that is equal to that which CBT provides itself.

9.4.2 CBT shall provide CLEC access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which CBT provides such elements to itself, its subsidiaries, affiliates and any other person, including the time within which CBT provisions such access to Network Elements, except as may be provided by the Commission pursuant to Section 9.1.2.

9.5 Provisioning of Network Elements.

9.5.1 CBT shall provide CLEC unbundled Network Elements as set forth on Schedule 9.5.

9.5.2 CBT shall provide CLEC access to CBT's pre-ordering, ordering, provisioning, maintenance and repair, and billing functions that relate to the Network Elements that

CLEC purchases hereunder. Access to such functionalities for the Operations Support Systems functions shall be as provided in Schedule 9.2.6.

9.5.3 Prior to submitting an order for a Network Element that replaces, in whole or in part, a service offered by CBT or any other telecommunications provider for which CBT changes a primary local exchange carrier, CLEC shall comply with the requirements of Section 10.11.1.

9.5.4 CBT and CLEC shall coordinate cutover of customer lines as described in Schedule 9.5.4

9.6 **Availability of Additional or Different Quality Network Elements.** Any request by CLEC for access to a Network Element or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request, as described in Schedule 2.2, and shall be subject to the payment by CLEC of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, and install and provide such Network Element or access.

9.7 Pricing of Unbundled Network Elements.

9.7.1 CBT shall charge CLEC the non-recurring (including any applicable connection charges) and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for those specific Network Elements, service coordination fee and Cross-Connect charges) as specified in the Pricing Schedule. If CLEC requests or approves an CBT technician to perform services in excess of or not otherwise detailed in the Pricing Schedule, CBT may charge CLEC for any additional and reasonable labor charges to perform such services. For the purposes of this Agreement "Line Connection Service" means any non-recurring activity performed at the CBT Central Office or the CBT side of the network interface required to connect a specified Network Element to any Customer- or enduser-provided element or required to interconnect contiguous Network Elements.

9.7.2 If CLEC orders a Combination identified in Section 9.3.2 and the provision of any such Combination requires CBT to modify any of its existing systems, service development processes or its network (beyond that required for CBT to provision its own retail services) to provide access to such Combination, CLEC shall be required to compensate CBT for any costs incurred to provide access to such Combination.

9.7.3 Subject to Sections 29.3, 29.4 and 29.5 and subject to changes to tariff rates and charges which are incorporated by reference in this Agreement, the rates and charges set forth or identified in this Agreement are inclusive, and no other charges apply.

9.8 **Billing.** CBT shall bill CLEC for access to unbundled Network Elements pursuant to the requirements of Article XXVII to this Agreement.

9.9 Maintenance of Unbundled Network Elements.

9.9.1 If (i) CLEC reports to CBT a suspected failure of a Network Element, (ii) CLEC requests a dispatch, (iii) CBT dispatches a technician, and (iv) such trouble was not caused by

CBT's facilities or equipment, then CLEC shall pay CBT a maintenance of service charge as set forth in the Pricing Schedule.

9.9.2 CBT shall provide CLEC maintenance of unbundled Network Elements provided by CBT hereunder on terms and conditions no less favorable than CBT provides for itself, consistent with the Act.

9.10 Standards of Performance.

9.10.1 CBT shall provide to CLEC access to unbundled Network Elements in accordance with Section 9.3, and the performance criteria on Schedule 9.10 (including any service levels and intervals that may be requested by CLEC and agreed upon by the Parties pursuant to a Bona Fide Request), (collectively, the "CBT Network Element Performance Benchmarks").

9.10.2 As a Local Exchange Carrier, CLEC is required to provide end-user service to its customers which meets all applicable requirements of the PUCO's Minimum Telephone Service Standards ("MTSS") as set forth in Chapter 4901:1-5 of the Ohio Administrative Code. To the extent that CBT has obligations to CLEC under the MTSS as an "Underlying Carrier", such obligations shall be governed exclusively by Section 17.2 of this Agreement and CBT shall have no further indemnity obligations to CLEC under the MTSS other than to provide credits to CLEC in accordance with the requirements of Section 17.2.

9.10.3 To determine CBT's compliance with the Performance Benchmarks, CBT shall maintain performance records and provide reports in accordance with the terms in Section 17.1 and the criteria in Schedule 9.10.

9.10.4 CLEC will be eligible for "Incident Related Service Credits" in accordance with the terms and restrictions described in Section 17.2 and "Non-Performance Service Credits" as described in Section 17.2.5.

ARTICLE X

RESALE AT WHOLESALE RATES – SECTION 251(c)(4)

RESALE AT RETAIL RATES – SECTION 251(b)(1)

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

- (i) Local Service - Residence, as described in the applicable tariff;

- (ii) Local Service - Business, as described in the applicable tariff;
- (iii) Message Toll Service, as described in the applicable tariff;
- (iv) PBX Trunk, as described in the applicable tariff;
- (v) ISDN Basic Rate Interface ("BRI"), as described in the applicable tariff;
- (vi) ISDN Primary Rate Interface ("PRI"), as described in the applicable tariff;
- (vii) CBT Centrex Service and associated features and functionalities, as described in the applicable tariff;
- (viii) Dedicated Communications Services (i.e., special access), as described in the applicable tariff;
- (ix) DID Services, as described in the applicable tariff; and,
- (x) Customer Owned Pay Telephone Services, as described in the applicable tariff.

The Wholesale Resale Services shall be made available to CLEC at the wholesale discount set forth in the Pricing Schedule. The wholesale discount shall be applied to each rate element of any Telecommunications Services offered at wholesale rates.

10.2 Telecommunications Services Available for Resale at Retail Rates. Each Party shall make available to the other Party its Telecommunications Services for resale at retail rates ("Retail Resale Services") in accordance with Section 251(b)(1) of the Act, the Commission's Local Service Guidelines IXA.1 and IXB.1 and applicable tariffs. CBT may, at its sole discretion, make available to CLEC under this Agreement services other than those set forth in Section 10.1 (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

10.3 Limitations on Availability of Resale Services. The following limitations shall apply to both Wholesale Resale Services and Retail Resale Services (collectively, "Resale Services"):

10.3.1 Any Telecommunications Services that CBT offers to existing retail subscribers, but not to new subscribers ("Grandfathered Services"), are listed on Schedule 10.3.1. Schedule 10.3.1 may be revised or supplemented from time to time to include those additional services that CBT may, to the extent permitted by Applicable Law, classify as Grandfathered Services. CBT agrees to make Grandfathered Services available to CLEC for resale to any Customer of CBT that subscribes to a Grandfathered Service from CBT at the time of its selection of CLEC as its primary local exchange carrier; provided, however, that if such Grandfathered Services are provided under a Shared Tenant Service Agreement, such Grandfathered Services shall be available for resale by CLEC pursuant to the terms and conditions of such Shared Tenant Service Agreement to all tenants, existing or in the future, in the specific facility subject to such Shared Tenant Service Agreement. If a local Telecommunications Service is subsequently classified as a Grandfathered

Service by CBT, CBT agrees to continue to sell such Grandfathered Service (subject to the terms of **Section 10.3.2**) to CLEC for resale to CLEC's Customers that subscribe to such Grandfathered Service at the time it is so classified by CBT. Grandfathered Services shall be made available to CLEC at wholesale rates determined in accordance with the Act. Nothing in this **Section 10.3.1** shall prevent CLEC from taking a position before any regulatory body or court of law in opposition to any classification of a service by CBT as a Grandfathered Service.

10.3.2 Any Telecommunications Services that CBT currently intends to discontinue offering to any retail subscriber ("Withdrawn Services") are set forth on **Schedule 10.3.2**. **Schedule 10.3.2** may be revised or supplemented from time to time to include those additional Telecommunications Services that CBT may, to the extent permitted by Applicable Law, classify as Withdrawn Services. CBT agrees to make Withdrawn Services available to CLEC for resale to CLEC's Customers who are subscribers to the Withdrawn Service either from CBT or CLEC at the time so classified (subject to the provisions of **Section 10.3.1** if such Withdrawn Service was previously classified as a Grandfathered Service) until the date such service is discontinued. Nothing in this **Section 10.3.2** shall prevent CLEC from taking a position before any regulatory body or court of law in opposition to any such withdrawal of service by CBT.

10.3.3 Each Party acknowledges that Resale Services shall be available to CLEC on the same basis as offered by CBT to itself or to any subsidiary, affiliate or any other person to which CBT directly provides the Resale Services, including CBT's retail Customers and other resellers of CBT's Telecommunications Services (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by CBT to itself or to any subsidiary, affiliate or any other person, including CBT's retail Customers, and (ii) to the same extent as CBT's retail Telecommunications Services are subject to the availability of facilities.

10.4 Additional Charges for Resale Services. In addition to the rates set forth in the Pricing Schedule, CLEC shall pay CBT (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by CLEC, including channel charges, initial non-recurring charges and construction charges, and (ii) the applicable non-discounted end user common line charge, as set forth in F.C.C. No. 35, Section 4, as well as any other non-discounted end-user charges which may be set forth in Commission regulations.

10.5 Restrictions on Resale Services.

10.5.1 Unless provided by the Commission, CLEC may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from CBT. The same restrictions which apply to CBT's Retail Services will also apply to those same services when offered for resale.

10.5.2 In the case of promotional offerings, CBT shall apply the wholesale discount to the ordinary rate for a retail service, rather than a special promotional rate, only if:

- (a) Such promotions involve rates that will be in effect for no more than a total of ninety (90) cumulative days over any six (6) month period; and

- (b) Such promotional offerings are not used to evade the wholesale rate obligation.

10.5.3 Notwithstanding the foregoing, CBT is not required to offer the promotional rate to CLEC during the first ninety (90) days of a promotion that is in effect for more than ninety (90) days within any six (6) month period. If the promotion is in effect for more than ninety (90) days within any six (6) month period, CBT is required to offer the promotion to CLEC at the promotional rate, less the wholesale discount, for the period of the promotion in excess of ninety (90) days.

10.5.4 In the case of customer contracts, CBT is not required to resell such contracts at a discount, but shall resell such contracts at the contract rates. In the alternative, the individual services provided pursuant to such contracts may be purchased separately at the wholesale discount from the ordinary tariff rate for such service.

10.5.5 The Parties agree that applicable access charges, as established pursuant to methodologies approved by the FCC and/or the Commission, shall apply to Resale Services and shall be collected by CBT.

10.5.6 As provided in the Act, CLEC may not purchase Resale Services unless such services are resold to a person other than CLEC. CLEC may, at its option, purchase from CBT, at wholesale rates, all Telecommunications Services available for resale under the Act and resell at retail rates such Services to its affiliates and subsidiaries pursuant to the terms and conditions of this Agreement. To the extent that CBT provides Resale Services, at wholesale rates, to its affiliates and subsidiaries for internal purposes, CLEC may provide such Resale Services to its affiliates and subsidiaries on the same basis.

10.5.7 CBT may impose additional restrictions on CLEC's sale of Resale Services only as permitted by the Act, the Commission or the FCC.

10.6 New Resale Services; Changes in Provision of Resale Services. CBT shall, via tariff filings notify CLEC of any changes in the terms and conditions under which CBT offers Resale Services, including the introduction of any new features, functions, services or promotions, by serving CLEC with a copy of the tariff filing at the time it is submitted to the Commission. The wholesale rates set forth in the Pricing Schedule shall be adjusted to reflect the appropriate wholesale discount contemporaneous with any retail price change (excluding promotional offerings consistent with Section 10.5.2) by CBT.

10.7 Operations Support Systems Functions. CBT shall provide CLEC, upon CLEC's request, nondiscriminatory access to CBT's Operations Support Systems functions for pre-ordering, ordering, provisioning, maintenance and repair and billing, in accordance with the terms and schedules established in the Commission's Arbitration Award in Case No. 97-152-TP-ARB, August 14, 1997 ("Arbitration Award"). CBT shall provide CLEC advance written notice of any material changes to CBT operating support systems functions.

10.8 Nondiscriminatory Provision of Resale Services.

10.8.1 Resale Services made available by CBT for resale hereunder shall be equal in quality to that provided by CBT to itself or to any subsidiary, affiliate or any other person to which CBT directly provides the Resale Service, including CBT's retail Customers. Access to Operations Support Systems functions for ordering provisioning, repair, and maintenance and billing shall be of equivalent function to that provided by CBT to itself, or to any subsidiary, affiliate or any other person to which CBT directly provides such access.

10.8.2 CBT shall provision Resale Services with the same timeliness that such Resale Services are provisioned to CBT's subsidiaries, affiliates or other persons to whom CBT directly provides the Resale Service, including CBT's retail Customers.

10.8.3 CBT shall provide to CLEC equivalent functionality of blocking calls (e.g., 700, 900 and 976) and Billed Number Screening ("BNS"), including necessary LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls to the extent that such functionalities are provided to CBT's retail Customers.

10.9 Standards of Performance.

10.9.1 CBT shall provide Resale Services to CLEC (i) in accordance with Section 10.8, as determined by this Section 10.9, and (ii) as required by the Commission (collectively, the "Resale Performance Benchmarks").

10.9.2 As a Local Exchange Carrier, CLEC is required to provide end-user service to its customers which meets all applicable requirements of the PUCO's Minimum Telephone Service Standards ("MTSS") as set forth in Chapter 4901:1-5 of the Ohio Administrative Code. To the extent that CBT has obligations to CLEC under the MTSS as an "Underlying Carrier", such obligations shall be governed exclusively by Section 17.2 of this Agreement and CBT shall have no further indemnity obligations to CLEC under the MTSS other than to provide credits to CLEC in accordance with the requirements of Section 17.2.

10.9.3 To determine CBT's compliance with the Performance Benchmarks, CBT shall maintain performance records and provide reports in accordance with the terms in Section 17.1 and the criteria in Schedule 10.9.

10.9.4 CLEC will be eligible for "Incident Related Service Credits" in accordance with the terms and restrictions described in Section 17.2 and "Non-Performance Service Credits" as described in Section 17.2.5.

10.10 Branding.

10.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, then CBT shall unbrand or rebrand such features of such offered Resale Service as requested by CLEC for CLEC's Customers via separate trunk groups, line class codes or any other technically feasible method. If CBT demonstrates to the Commission that it cannot comply with CLEC's rebranding request, the Parties may propose to the Commission, for its approval, an

alternative solution (e.g., unbranding). Requests for additional customized routing shall be done via the BFR process.

10.10.2 Upon CLEC's request, CBT shall make available to CLEC the ability to route:

- (i) Local Directory Assistance calls dialed by CLEC's Customers directly to CLEC Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls dialed by CLEC Customers directly to the CLEC Local Operator Services platform. Such traffic shall be routed over trunk groups between CBT End Offices and the CLEC Local Operator Services platform, using standard Operator Services dialing protocols of 0-, to the extent such routing is technically feasible.

The routing capabilities described above will be implemented as agreed by the Implementation Team. To the extent technically feasible, all direct routing capabilities described in this Section 10.10.2 shall permit CLEC Customers to dial the same telephone numbers for CBT Directory Assistance and Local Operator Service that similarly situated CBT Customers dial for reaching equivalent CBT services.

10.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that CBT shall have no obligation to unbrand or rebrand its service technicians or trucks, any customer premises equipment, other customer-owned facilities or its outside plant.

10.10.4 CLEC shall not, without CBT's prior written consent, offer any Resale Service to any Customer under any brand name of CBT, its subsidiaries or its affiliates, nor shall CLEC state or imply that there is any joint business association or any similar arrangement with CBT in the provision of Resale Service to CLEC's Customers, except to the extent CLEC deems it necessary to advise its Customers that CBT's personnel will perform work on behalf of CLEC under this Agreement or that some facilities used in provisioning service are owned and maintained by CBT; provided, however, CLEC shall make no disparaging statements about such facilities or services.

10.10.5 In those instances where CLEC requires CBT personnel to interface directly with CLEC's Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as CBT's employees performing work for CLEC.

10.10.6 CBT shall identify any service call materials, including "no access" cards and time-and-materials invoices furnished during service calls by CBT personnel to CLEC's Customers by using preprinted cards or stickers provided by CLEC, that contain CLEC's name/logo, CLEC's address, and CLEC's customer service telephone number.

10.10.7 In no event shall CBT personnel acting on behalf of CLEC pursuant to this Agreement provide information to any existing CLEC Customer about CBT products or services,

unless mutually agreed in writing by the Parties, or disparage CLEC and/or CLEC service or products. Upon an inquiry initiated by the customer, CBT personnel may refer the customer to CBT's business office, but in no instance shall CBT personnel provide written literature.

10.10.8 CLEC shall pay CBT's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding under this Section 10.10.

10.11 Primary Local Exchange and Interexchange Carrier Selections.

10.11.1 The Parties shall apply all of the principles set forth in 47 C.F.R. §64.1100 to the process for Customer selection of a primary local exchange carrier. CBT shall not require a disconnect order from an CLEC Customer or another LEC in order to process an CLEC order for Resale Service for an CLEC Customer. CBT shall advise CLEC whenever an CLEC Customer has selected another primary local exchange carrier by giving notice via an electronic interface within twenty-four (24) hours of the change being provisioned by CBT. Until the FCC or the Commission adopts final rules and procedures regarding selection of a primary local exchange carrier, CLEC shall deliver to CBT a representation of authorization in the form set forth on Schedule 10.11.1 that applies to all orders submitted by CLEC under this Agreement that require a primary local exchange carrier change. Such representation of authorization shall be delivered to CBT prior to the first order submitted by CLEC hereunder. CLEC shall retain on file all applicable Documentation of Authorization (as defined in Schedule 10.11.1), including letters of agency or any other method permitted by Applicable Law relating to the Customer's selection of CLEC as its primary local exchange carrier. Such documentation shall be available for inspection by a Party or the Commission at its request during Normal Business Hours, when such documentation is at issue.

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

- (a) If a Customer denies authorizing a change in his or her primary local exchange carrier selection to a different LEC ("Unauthorized Switching"), the Party that initiated the change shall switch that Customer back to the specified Carrier. In the case of unauthorized changes of any Customers, the Commission's Guideline XVII.C.3 applies.
- (b) If CBT reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other governmental entity, CBT agrees to report on CLEC unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.
- (c) The Parties agree that in the event that either (i) the Resale Tariff is withdrawn by CBT or materially revised, or (ii) there is no other Applicable Law relating to Local Exchange Carrier selection disputes, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the

negotiations, the dispute resolution procedures set forth in Section 28.3 will be implemented.

10.11.3 When CBT receives an order for Resale Service from CLEC for CLEC's Customer and CBT currently provides resale local exchange Telecommunications Services to another carrier ("Carrier of Record") for the same Customer, CBT shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and CLEC to resolve any issues related to that Customer. CLEC agrees to indemnify and hold CBT harmless against any and all Losses that may result from CBT acting under this Section 10.11.3 to change a Customer to CLEC at CLEC's direction, if such order is demonstrated to be an Unauthorized Switch.

10.11.4 When notified by CLEC or through the Customer Access Record Exchange system ("CARE") that a Customer has changed its primary interexchange carrier ("PIC") selection only from one IXC to another IXC, CBT shall only provision the PIC change. CBT may modify its process to conform with industry-accepted standards and shall conform with the requirements of the FCC or the Commission. CBT shall bill CLEC, not the end-user customer, for the PIC change charge.

10.12 Functionality Required To Support Resale Service.

10.12.1 Directory Listing Requirements. CBT shall make available to CLEC for CLEC Customers directory listings in accordance with the provisions of Article XV.

10.12.2 LEC-Assigned Telephone Calling Card Numbers. Should CBT during the term of this agreement provide LEC assigned telephone calling card numbers, effective thirty (30) days after the date of a Customer's subscription to CLEC's service, CBT will block the LEC-assigned telephone line calling card number Line Identification Database ("LIDB"), unless otherwise agreed to by the Implementation Team.

10.12.3 Telephone Assistance Programs. Upon conversion to CLEC's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of qualification documentation is necessary. CBT will continue to administer the Telecommunications Assistance Program for the Customer on behalf of CLEC. If CLEC's Customer is newly qualified for a Telecommunications Assistance Program, CLEC must send CBT the necessary qualification documentation.

10.12.4 Special Services. If CBT makes a notation on the Customer Service Records ("CSR") of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("Special Services"), CBT shall provide such data to CLEC on the CSR made available to CBT for its Customers. For usage by an CLEC Customer of a Telephone Relay Service, CBT will provide CLEC with all billing information furnished to CBT by the provider of the Telephone Relay Service.

10.12.5 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in Schedule 10.12.5.

10.12.6 CBT shall cooperate with CLEC to ensure the continued provision of appropriate services necessary to serve TTY/TDD customers when migrating from one carrier to another.

10.13 Service Functions.

10.13.1 Point of Contact for Resale Purchase Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for all CLEC Customers.
- (b) Service Referrals. CBT shall refer all questions from any CLEC resale Customer regarding any CLEC service or product directly to CLEC in accordance with the procedures set forth by the Implementation Team. CBT shall use its best efforts so that all CBT representatives who receive such inquiries regarding CLEC services do not in any way disparage or discriminate against CLEC or its products or services and do not provide information about CBT products or services during such Customer contact except as described in Section 10.10.7.
- (c) Customer Contact Employee Training. CBT shall provide training for all its employees who may communicate, either by telephone or face to face, with CLEC Customers so that the requirements of this Agreement are met. Furthermore, the same quality standards that CBT requires of its employees when contacting an CBT Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with CLEC Customers.

10.13.2 Access To Operations Support Systems Functions ~ Provisioning.

- (a) Pre-Ordering, Ordering and Provisioning. CBT will provide access to an electronic interface for the transfer and receipt of data necessary to perform the pre-ordering, ordering and provisioning functions (e.g., order entry, telephone number selection and due date selection) associated with Resale Services. The interface will be administered through gateways that will serve as points of contact for the transmission of such data. These gateways will provide for equivalent functionality for pre-ordering, ordering and provisioning (as such items are defined in this Section 10.13.2) as CBT uses in its provision of retail services for the above functions. The interface will be consistent with the Alliance for Telecommunications Industry Solutions ("ATIS"), Telecommunications Industry Forum ("TCIF"), Electronic Data Interchange ("EDI") Customer Service Guideline, issue 7, (LSOG Version 1.0), and provide the functionality described in Schedule 10.13.2.
- (b) Service Ordering and Provisioning. Service Orders will be placed by CLEC and provisioned by CBT in accordance with the procedures described in this Section 10.13 and as agreed by the Implementation Team. Any Service

Order activity resulting in primary local exchange carrier changes will comply with the requirements of 47 C.F.R. § 64.1100 and Section 10.9.1.

- (c) Provisioning Support. CBT shall provide provisioning support to CLEC on the same basis CBT provides to its retail Customers. Provisioning support may be expanded as mutually agreed by the Parties.
- (d) Status Reports. After receipt and acceptance of a Service Order, CBT shall provide CLEC with service status notices on an exception basis.
- (e) Engineering Support. When requested by CLEC, CBT shall provide timely engineering support. CLEC shall pay CBT for the use of its engineering services at charges previously agreed to by CLEC.
- (f) Requests for Service Changes. Where CBT provides installation, CBT's representatives shall inform an CLEC Customer to contact CLEC if such Customer requests a service change at the time of installation.
- (g) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, CBT may not initiate any disconnect, suspension or termination of an CLEC Customer's Resale Service, unless directed to do so by CLEC by transmission of a Service Order or CBT's receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than CLEC.

10.13.3 Access to Operations Support Systems Functions ~ Maintenance.

- (a) Maintenance and Repair. CBT will provide access to an electronic interface for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through gateways that will serve as a points of contact for the transmission of such data. These gateways will provide for equivalent functionality for maintenance and repair (as such items are defined in this Section 10.13.3) as CBT uses for maintenance and repair of its retail services.
- (b) Maintenance. Maintenance will be provided by CBT as set forth by the Implementation Team and in accordance with the requirements set forth in Sections 10.7 and 10.8 and Schedule 10.13.

10.14 Responsibilities of CLEC.

10.14.1 CLEC shall be responsible for providing to its Customers and to CBT a telephone number or numbers that CLEC's Customers can use to contact CLEC in the event of service or repair requests. If CLEC's Customers contact CBT with regard to such requests, CBT

shall inform such Customers that they should call CLEC and will provide CLEC's contact number to such Customers.

10.14.2 CLEC shall provide CBT with accurate and complete information regarding CLEC's Customers in a method reasonably prescribed by CBT to allow CBT to keep its Emergency Telephone Number Service database updated, if CBT maintains such a database.

10.14.3 Prior to the Effective Date, CLEC shall have received and communicated to CBT its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code and its Operating Company Number.

10.14.4 At the time CLEC requests CBT to make Resale Services available to CLEC, CLEC shall provide CBT written notice of the manner in which CLEC will provide Operator Services and Directory Assistance services to its Customers. If CLEC elects not to purchase CBT's Operator Service and Directory Assistance services, such written notice shall be provided to CBT not less than ninety (90) days before CBT provides Resale Services to CLEC. Thereafter, if CLEC elects to provision Operator Services and Directory Assistance services in another manner, CLEC shall provide CBT not less than ninety (90) days written notice of its intent to do so.

10.15 Responsibilities of CBT. CBT shall provide access to the following services where CBT is the underlying E9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service that includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (ii) Enhanced E9-1-1 ("E9-1-1") service, provides for routing of all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls, as well as additional features, such as selective routing of 9-1-1 calls to a specific PSAP that is selected from the various PSAPs serving Customers within that Central Office area.
- (iii) 911 call routing to the appropriate PSAP. CBT shall provide and validate CLEC Customer information to the PSAP. CBT shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the CLEC Customer service information in the ALI/DMS ("Automatic Location Identification/Data Management System") used to support E9-1-1 services.

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

10.16 Exchange of Billing Information.

10.16.1 CBT shall provide CLEC a specific Daily Usage File ("DUF") for Resale Services provided hereunder ("Customer Usage Data"). Such Customer Usage Data shall be recorded by CBT in accordance with EMR Standards. CBT will review the implementation of new standards as appropriate. The DUF shall include specific daily usage, including both Local Traffic and IntraLATA Toll Traffic that CBT currently records, in EMR format, for each individual Resale Service and shall include sufficient detail to enable CLEC to bill its Customers for Resale Services provided by CBT. CBT will provide to CLEC, in Schedule 10.16, detailed specifications that will enable CLEC to develop an interface for the exchange of Customer Usage Data. Procedures and processes, including, but not limited to, those set forth on Schedule 10.16, for implementing the interface will be addressed by the Implementation Team. Except as provided in Section 10.16.4, no other detailed billing shall be provided by CBT to CLEC.

10.16.2 Interexchange call detail forwarded to CBT for billing, which would otherwise be processed by CBT, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. If CLEC does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC.

10.16.3 CLEC shall be responsible for providing all billing information to its Customers who purchase Resale Services from CLEC.

10.16.4 CBT shall bill CLEC for Resale Services provided by CBT to CLEC pursuant to the provisions of Article XXVII. CBT shall recognize CLEC as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to CLEC. The bill will include sufficient data to enable CLEC to (i) bill all charges to its Customers that are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

10.17 Use of Service.

10.17.1 CLEC, and not CBT, shall be responsible to ensure that its and its Customers' use of the Resale Services complies at all times with Applicable Law. CBT may refuse to furnish or may disconnect Resale Services of CLEC or, as appropriate, to an CLEC Customer when:

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

10.17.2 Termination of Resale Service shall take place after reasonable notice is provided to CLEC or as ordered by a court.

10.17.3 If communications facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to CBT the written finding of a judge, then upon written request of CLEC and agreement to pay restoral of Resale Service charges and other applicable charges, CBT shall promptly restore such Resale Service.

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

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

10.17.6 If CLEC's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or of CLEC's or CBT's Customers, CLEC shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

ARTICLE XI

NOTICE OF CHANGES – SECTION 251(c)(5)

If a Party makes (i) a change in its network that will materially affect the interoperability of its network with the other Party or (ii) changes to Operations Support Systems functions that affect the operations of the other Party, the Party making the change shall provide reasonable advance written notice of such change to the other Party within such time period as determined by the FCC or the Commission and their respective rules and regulations.

ARTICLE XII

COLLOCATION – SECTION 251(c)(6)

12.1 Physical Collocation. CBT shall provide to CLEC Physical Collocation on its Premises for equipment necessary for Interconnection or for access to unbundled Network Elements, except that CBT will provide for Virtual Collocation or Adjacent Collocation of such equipment if Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. CBT shall provide CLEC Collocation only for the purpose of Interconnection or access to CBT's Network Elements.

12.1.1 CBT shall offer to CLEC all types of Physical Collocation contemplated by the Act, the FCC or the Commission, including without limitation the following:

12.1.1.1 Cageless Collocation. CBT shall allow CLEC to collocate CLEC's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space.

12.1.1.2 Caged Collocation. CBT shall permit CLEC to collocate CLEC's equipment and facilities and to require the construction of a cage or similar structure surrounding the collocation space.

12.1.1.3 Shared Collocation. Shared Collocation means CLEC and another carrier are occupying the same Caged Collocation.

12.1.1.4 Adjacent Collocation. Adjacent Collocation means a collocation arrangement of the type described in **Section 12.1.11**.

12.1.2 Such Collocation Space, of a size and dimension which is specified by CLEC and agreed to by CBT, may be Caged Collocation or Cageless Collocation at CLEC's sole discretion unless expressly prohibited by local statute, ordinance, or regulation. If CLEC elects to enclose the Collocation Space, CBT, or, at CLEC's option, a CBT approved Certified Vendor, will design and construct, at CLEC's expense and pursuant to specifications agreed to by the Parties, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to CBT's use.

12.1.3 Upon request of CLEC, CBT shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. CBT will inform CLEC of the types of enclosures available in its application response. CLEC must provide the local CBT building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, or as specified in **Section 12.15**, CBT will not access CLEC's locked enclosure prior to notifying CLEC.

12.1.4 At CLEC's option and expense, CBT will permit the installation of lockable cabinets for CLEC's use in CLEC's collocation space.

12.1.5 CLEC may share space in its Collocation Space with third parties so long as such third parties are using such space for interconnection with CBT or for access to CBT's unbundled network elements and agree to abide by the same terms and conditions as apply to CLEC.

12.1.6 CLEC may share space with other parties that have obtained collocation space from CBT so long as such space is used for collocation with CBT or for access to CBT's unbundled network elements.

12.1.7 Each carrier in a Shared Collocation must arrange directly with CBT for the provision of the cross-connects, interconnection facilities and access to unbundled network elements.

12.1.8 CBT shall not impose any minimum square foot requirements for Collocation Space upon CLEC. CLEC may request Collocation Space in increments as small as a single bay of equipment.

12.1.9 CBT may permit CLEC to collocate in any unused space in a central office, serving wire center, building or structure at a CBT Premises. CBT will determine the location of the Collocation Space .

12.1.10 In the event that CLEC is denied collocation space in a particular CBT Premises, CLEC, at its request, will be permitted to tour the entire Premises, within 10 days of a request to tour CBT's premises, without charge, to verify lack of space in that particular CBT Premises. In addition:

- (a) CBT shall submit to the state commission, subject to any protective order, detailed floor plans or diagrams of any Premises where CBT claims that Physical Collocation is not practical because of space limitations. These floor plans or diagrams will show what space, if any, CBT or any of its affiliates has reserved for future use, along with a description of future use for the reserved space and the length of time for each reservation, and,
- (b) CBT shall permit a requesting telecommunications carrier to inspect any floor plans or diagrams that CBT provides the Commission, subject to any nondisclosure protections the Commission deems appropriate.

12.1.11 In the event that Physical Collocation space is exhausted in a particular CBT Premises CBT agrees, upon receipt of a written request from CLEC, to allow CLEC to use Adjacent Collocation. In providing Adjacent Collocation to CLEC, CBT shall permit CLEC to construct or otherwise procure adjacent facilities in a building, controlled environmental vault or similar structure, to the extent technically feasible at a CBT Premises. CBT shall further permit CLEC to cross-connect its equipment located in an Adjacent Collocation arrangement to CBT facilities, including without limitation unbundled loops, in the CBT Premises, subject only to reasonable safety and maintenance requirements, zoning, and other state and local regulations. CBT and CLEC agree to negotiate in good faith any additional rates terms and conditions, if necessary, for such Adjacent Collocation and to complete such negotiations within thirty (30) days of a CLEC request to CBT to commence such negotiations. If space becomes available for Physical Collocation in a CBT Premises after CLEC has established an Adjacent Collocation arrangement for that Premises, CBT will permit CLEC to continue to utilize its Adjacent Collocation arrangement and will not require CLEC to migrate from the Adjacent Collocation arrangement to a Physical Collocation arrangement inside the Premises. CBT will not prohibit a CLEC from moving the Adjacent Collocation arrangement into the CBT Premises if space becomes available.

12.1.11.1 Should CLEC elect to build a controlled environmental vault at a CBT Premises, CLEC will arrange with CBT or with a CBT Certified Vendor to construct such a controlled environmental vault. Upon request made by the local CBT building contact,

CLEC will provide such contact with two cards, keys or other access device used to enter the locked vault. Except (i) in cases of emergency or (ii) when CBT has obtained CLEC express permission (written or oral, at CLEC's sole discretion), CBT shall not access CLEC's locked vault.

12.1.11.2 If such Adjacent Collocation Arrangement is within two hundred (200) feet of the CBT central office, serving wire center or building, CBT shall provide CLEC with power and access to Physical Collocation services and facilities subject to the same nondiscriminatory requirements applicable to any other collocation arrangement. If the Adjacent Collocation Arrangement is more than two hundred (200) feet from the CBT central office, serving wire center or building, CBT shall provide CLEC with power and access to Physical Collocation services and facilities subject to the same nondiscriminatory requirements applicable to any other collocation arrangement, and CLEC shall pay any reasonable additional costs to supply power to such locations.

12.1.11.3 In the event that space is exhausted in a particular CBT Premises and Adjacent Collocation at the Premises is not technically feasible, CBT shall permit CLEC to cross-connect its equipment located elsewhere to CBT facilities in the CBT Premises. The specific rates, terms and conditions for such an arrangement shall be negotiated in good faith by the Parties on an individual case basis.

12.1.12 Within ten (10) calendar days of CBT having first determined in response to a request for collocation that one of its Premises has no space available for Physical Collocation, CBT will post and maintain this information on a publicly accessible Internet web site that indicates the CBT Premises that lack space for Physical Collocation.

12.1.13 CBT will take collocator demand for space into account when renovating existing facilities and constructing or leasing new facilities, and shall indicate the amount of any such space that will be made available to collocators. If CBT determines that no collocation space is available, upon reasonable request by CLEC, CBT will remove any obsolete unused equipment, if necessary, to provide CLEC with Collocation Space. CBT shall be permitted to recover the cost of removal and/or relocation of such equipment if CBT incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

12.1.14 Upon request, CBT must submit to CLEC within ten (10) calendar days of the submission of the request, a report indicating CBT's available Collocation Space in requested Premises. This report must specify the amount of Collocation Space available at each requested Premise, the number of Telecommunications Carriers collocating at the Premises, and any modifications in the use of the space since the last report. This report must also include measures that CBT is taking to make additional space available for Collocation

12.2 Virtual Collocation in Physical Collocation Space. Where CLEC is Virtually Collocated on the Effective Date in a space that was prepared for Physical Collocation, CLEC may elect to (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to the terms of this agreement and CBT's applicable tariffs or (ii) revert to Physical

Collocation, in which case CLEC shall coordinate with CBT for rearrangement of its transmission equipment and facilities, for which CBT shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

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

12.4 Nondiscriminatory Collocation. Collocation shall be made available to CLEC by CBT on a nondiscriminatory , first come first serve basis, and otherwise in accordance with the requirements of the Act. The quality of design, performance, features, functions, maintenance and other characteristics of Collocation made available to CLEC under this Agreement shall be at parity to that which CBT provides in its network to itself, its subsidiaries, its Affiliates or other persons.

12.5 Eligible Equipment.

12.5.1 CLEC may Collocate equipment used for Interconnection or access to CBT's Network Elements including, but not limited to, the following types of equipment:

- (a) OLTM equipment;
- (b) Multiplexers;
- (c) Digital Cross-Connect Panels;
- (d) Optical Cross-Connect Panels;
- (e) Digital Loop Carrier, including Next Generation Digital Loop Carrier;
- (f) Data voice equipment;
- (g) Equipment used to facilitate hubbing architectures (e.g., SONET terminating equipment used for hubbing);
- (h) Any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402;
- (i) Equipment used for signal regeneration functions;
- (j) Digital access cross-connect systems ("DACS");

- (k) Digital subscriber line access multiplexers ("DSLAMs");
- (l) ADSL Transceiver Units ("ATUs");
- (m) Routers;
- (n) Remote switch modules, and
- (o) Splitters.

12.5.2 For a Virtual Collocation arrangement, CLEC may designate the make/model and vendor of the equipment necessary for interconnection or access to unbundled network elements. Such equipment must meet the network compatibility standards agreed to by CLEC and CBT. CLEC shall be responsible for ordering sufficient quantities of maintenance spares to allow CBT to maintain and repair the CLEC-designated equipment under the same time intervals and with the same failure rates as CBT applies to its comparable equipment.

12.5.3 Restrictions. CLEC shall not be permitted to collocate equipment if used solely for switching or to provide enhanced services. All collocated equipment must comply with BellCore National Equipment and Building Specifications (NEBS) Level 1 safety requirements, as well as, any additional safety standards CBT may impose on its own equipment.

12.5.4 Subject to the terms and conditions of this agreement, CBT shall not restrict the types or vendors of equipment to be installed in virtual and Physical Collocation, unless CBT demonstrates a specific and significant network reliability concern associated with providing interconnection or access at a particular point. CBT may not object to the Collocation of equipment on the grounds that the equipment fails to comply with National Equipment and Building Specifications (NEBS) performance standards. CLEC shall be responsible for ordering sufficient quantities of maintenance spares for virtually collocated equipment to allow CBT to maintain and repair the CLEC-designated equipment under the same time intervals and with the same failure rates as CBT applies to its comparable equipment.

12.5.5 CLEC will be responsible for the payment for all reasonable costs incurred by CBT resulting from CLEC's choice of equipment in physical and virtual collocation. The costs may include (as applicable), but are not limited to:

- (a) the training of CBT's employees for the installation, maintenance, repair, and operation of virtually collocated equipment if the equipment is different from (i) the equipment CBT uses in its network, or (ii) the equipment another virtual interconnector uses in that particular virtual collocation location; and
- (b) the required modification of CBT's facilities to accommodate CLEC's interconnection equipment for physical and/or virtual collocation.

12.5.6 CLEC may use Collocated equipment to transport Interconnection or Network Element traffic through one (1) or more CBT Central Offices destined for termination at another CBT Central Office.

12.6 Transmission Facility Options. For both Physical Collocation and Virtual Collocation, CLEC may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from CBT or provide its own or third-party leased fiber optic transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at CBT's Premises.

12.7 Interconnection with other Collocated Carriers. Upon written request to CBT, CLEC shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at CBT's Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier via a Cross-Connection so long as CLEC's and the other collocating Telecommunications Carrier's collocated equipment are to be used for Interconnection with CBT or for access to CBT's Network Elements (except that the Parties acknowledge that CLEC may Collocate equipment necessary to connect to such other collocating Telecommunications Carrier (*i.e.*, a multiplexer) that may not be directly connected to CBT for access to CBT's Network Elements but will connect at some point to CBT's network).

12.8 Interconnection Points and Cables.

12.8.1 CBT shall provide CLEC an Interconnection point or points physically accessible by both CBT and CLEC, at which the fiber optic cable (or other necessary facility as per CLEC's Bona Fide Request) carrying CLEC's circuits can enter CBT's Premises; provided that CBT shall designate Interconnection Points as close as reasonably possible to CBT's Premises.

12.8.2 CBT shall provide at least two (2) such Interconnection points at CBT's Premises at which there are at least two (2) entry points for CLEC's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points.

12.9 Allocation of Collocation Space.

12.9.1 CLEC may reserve Collocation Space for its future use in CBT's Premises in accordance with the provisions of this section. CBT may retain floor space for the specific future uses of CBT on terms no more favorable to CBT, or any of its Affiliates, than those that apply to CLEC seeking to reserve Collocation Space for its own future use. CBT shall notify CLEC in writing if another Telecommunications Carrier requests Collocation Space that is reserved by CLEC. CLEC shall, within five (5) Business Days of receipt of such notice, provide CBT either (i) written notice that CLEC relinquishes such space, or (ii) enforce its reservation of space in accordance with this section. Failure of CLEC to respond to CBT within the foregoing five (5) Business Day period shall be deemed an election by CLEC to relinquish such space.

12.9.2 Space for Physical Collocation may be reserved on the following basis:

12.9.2.1. CLEC may reserve additional space in a CBT Premises in which it has (or is ordering) Physical Collocation for permitted telecommunications-related equipment.

12.9.2.2. A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system ("Reservation Charge").

12.9.2.3. The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being utilized (or ordered) for Interconnection with and/or access to the Network Elements of CBT by CLEC in the particular Premises.

12.9.2.4. The reservation takes a priority based on the time at which it is made.

12.9.2.5. In the case of an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized by date. The holder(s) of the lowest-priority reservation(s) that, when considering all higher-priority reservations, still represent(s) available space sufficient to fill the order(s) for Physical Collocation (each, an "Option Party") will be given the option of "enforcing" or relinquishing its (their) reservation(s). In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reserved space (in lieu of the non-recurring Reservation Charge) and occupying such space within the time limits specified in Section 12.12.11. The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next-higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

12.9.2.6. If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished and the reservation payment is forfeited. A new reservation may be activated by payment of another Reservation Charge, but the new reservation will be given a priority based on the time CBT received the reactivation reservation and payment of another Reservation Charge. The holder(s) of the reservation(s) with the next-higher priority will be required to enforce or relinquish its (their) reservation(s) until such time as all Option Parties have either enforced or relinquished its (their) space reservation(s).

12.9.2.7. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by valid reservations of Option Parties with higher priority that have been enforced, the holder's reservation shall be maintained.

12.9.2.8. CBT, and its affiliates, shall enforce its reservation in the same manner in which CLEC and other collocating Telecommunications Carriers shall be required to enforce their reservations.

12.9.3. CBT shall not be required to lease or construct additional space in a Premises to provide CLEC Physical Collocation when existing space in such Premises has been exhausted.

12.9.4 CLEC will provide CBT with a two (2)-year rolling forecast of its estimated requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties. By the end of the third Contract Month after the Effective Date, CLEC and CBT shall jointly develop a planning process for meeting CLEC's space and intraoffice facility requirements, which shall include the procedures to be followed for the CLEC quarterly forecast of anticipated additional power requirements. CBT will attempt to deliver Collocation pursuant to CLEC's forecasts to the extent that Collocation space is then available.

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

12.10.1 CLEC shall comply at all times with reasonable security and safety procedures and existing requirements that are established by CBT and communicated to CLEC.

12.10.2 CBT shall limit access to its Premises to only those individuals to whom (i) CBT has provided keys, or (ii) CBT has provided the access code for card readers where card readers are the sole means of entry into such Premises, as the case may be.

12.10.3 If CLEC elects to enclose the Physical Collocation Space, access to CLEC's Collocation Space shall be limited by CBT and CLEC (i) to employees, agents, contractors, subcontractors, or other representatives of CLEC, (ii) if applicable, to a CLEC sub-lessee and such sub-lessee's employees, agents, contractors, subcontractors or other representatives, and (iii) to CBT employees, agents, and contractors to the extent they have the right to access CLEC's Physical Collocation Space pursuant to this Agreement.

12.10.4 If CLEC elects Cageless Collocation and the space is in a separate collocation area within the CBT Premises, access to the area in which CLEC's Physical Collocation Space is located shall be limited by CBT and CLEC (i) to employees, agents, contractors, subcontractors, or other representatives of CLEC and any other telecommunications carrier (including, if applicable, any sub-lessee of CLEC), its agents, contractors, subcontractors or other representatives of such telecommunications carrier, collocating equipment in the same common collocation area as CLEC, and (ii) to CBT employees, agents, and contractors to the extent they have the right to access CLEC's Collocation Space pursuant to this Agreement.

12.10.5 If CLEC elects Cageless Collocation and the space is in unused space (not restricted to a separate collocation area) within a CBT Premises, access to the area in which CLEC's Physical Collocation Space is located shall not be limited by CBT beyond the customary security arrangements that CBT maintains with respect to its own employees, agents, contractors, subcontractors or other representatives.

12.10.6 CBT shall allow CLEC (i) for CLEC's Physical Collocation spaces, seven (7)-day, twenty-four (24)-hour access to spaces that house or contain CLEC equipment or equipment enclosures and CBT shall furnish CLEC with keys, entry codes, lock combinations, and other materials or information that may be needed to gain entry into any secured CLEC space, and (ii) for

CLEC's Virtual Collocated space, access during the applicable Premises' Normal Business Hours to inspect or observe CLEC equipment.

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

12.10.8 Alterations. In no case shall CLEC or any person acting on behalf of CLEC make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the CBT Premises without the written consent of CBT, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CLEC.

12.11 **Subcontractor and Vendor Approval.** CLEC shall select an equipment installation vendor which has been approved as a CBT certified vendor to perform all engineering and installation work required in the Physical Collocation Space. CBT shall provide CLEC with a list of certified vendors upon request. The certified vendor shall be responsible for installing CLEC's equipment and components, performing operational tests after installation is complete, and notifying CBT's equipment engineers and CLEC upon successful completion of installation. The certified vendor shall bill CLEC directly for all work performed pursuant to this Agreement and CBT shall have no liability for nor responsibility to pay such charges imposed by the certified vendor. CBT shall consider, and shall not unreasonably deny, certifying CLEC, or vendor of its request, as a certified vendor. Notwithstanding the foregoing, CLEC may elect to contract to repair or maintain its equipment, with contractors approved by CBT. Approval by CBT will be based on the same criteria CBT uses in approving contractors for its own purposes. For contractors not previously approved by CBT, CBT will provide written approval/disapproval of any CLEC selected contractor within 20 calendar days. If CBT does not approve the CLEC selected vendor or contractor, CBT will provide CLEC the reason for the disapproval in writing.

12.12 **Delivery of Collocated Space.**

12.12.1 CBT shall provide CLEC with a single point of contact for all inquiries regarding Collocation. CLEC shall request space for Collocation by delivering a written request to CBT. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities CLEC will require for such space, (iv) the equipment to be housed in such space, (v) CLEC's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate CLEC's Collocated equipment, (vii) the specific level of diversity for fiber (or other facility as per CLEC's Bona Fide Request) and power cabling to and from the Collocated space and (viii) the date on which CLEC intends to initiate service from such space.

12.12.2 Unless parties agree otherwise or if CBT has requested and received relief from the Commission for an extraordinary number of collocation applications, CBT shall notify CLEC in writing within eight (8) Business Days of receiving CLEC's request for Collocation as to whether the application is acceptable and if the requested space is available. CBT's response will advise CLEC of the specific deficiencies in the application. If space is not available for Physical Collocation, CBT shall specify in its notice to CLEC when space for Physical Collocation will be

made available to CLEC and shall offer to CLEC Adjacent Collocation or Virtual Collocation Space.

CLEC must cure any deficiencies in its collocation application and resubmit the application within ten (10) calendar days after being advised of such deficiencies to retain its position in the collocation queue.

12.12.2.1 CBT shall not object to or deny the submitted CLEC Collocation application(s) (a) on the basis of the functionality of specific equipment CLEC desires to collocate without first proving to the Commission that the equipment will not actually be used, at least in part, by CLEC for the purpose of obtaining Interconnection or access to UNEs; (b) on the basis of the safety standards of equipment CLEC desires to collocate without providing to CLEC within five (5) calendar days of the objection or denial a list of all equipment installed within the Premises in question together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that CBT contends CLEC's equipment fails to meet; or (c) on the basis that collocation arrangement is not technically feasible without providing written justification to CLEC for that decision within five (5) calendar days of the objection or denial.

12.12.3 Should CBT determine that the amount of space available is less than that requested by CLEC or is differently configured, CLEC has the option of applying for this space by amending its application to reflect the actual space available within the specified time frame specified in Section 12.12.2.

12.12.4 Delivery of Physical Collocation Space.

12.12.4.1 If space for Physical Collocation is immediately available at the time of CLEC's request, CBT shall include in its notice to CLEC (i) the space to be provided and (ii) when CBT can deliver the space to CLEC.

12.12.4.2 Upon receiving the written notification of the availability of Collocation space from CBT, CLEC shall send written verification whether it still requires each Collocation space requested on CLEC's application for which space is available. This written verification is CLEC's firm order for service for each Collocation space requested.

12.12.4.3 CBT and CLEC shall have a joint planning meeting (which may be held by telephone) and, at CLEC's option, an initial walkthrough of such space, after CBT's receipt of CLEC's firm order. CBT shall, after the joint planning meeting and/or initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of CLEC that will be billed as extraordinary expenses and provide for a parallel installation sequence. At such meeting, the Parties will agree to the design of the collocation space and the equipment configuration requirements.

12.12.4.3.1 In the event CLEC materially modifies its request, such modifications must be submitted to CBT in writing and a firm order date reestablished.

12.12.4.3.2 CBT will complete all design work following the joint planning meeting. If CBT needs to reevaluate CLEC's application as a result of changes requested by CLEC to CLEC's original application, then CBT will charge CLEC a fee based upon the additional engineering hours required to do the reassessment. Any material changes such as requesting

additional space or adding additional equipment may require CLEC to resubmit the application with an application fee.

12.12.4.4 After the joint planning meeting and/or initial walkthrough, CBT shall provide to CLEC a written proposal that covers CLEC's requirements for the space and details the associated requirements and the applicable charges required to meet CLEC's specific request and the expected service date.

12.12.4.5 CLEC will be responsible for a pro-rata share of any Central Office Buildout Costs and extraordinary costs (collectively "COBO Charges"), as determined in accordance with the Act, incurred by CBT to prepare the Collocation space for the installation of CLEC's equipment, and for extraordinary costs to maintain the Collocation space for CLEC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. CBT will charge for these costs on a time-sensitive or time-and-materials basis. An estimate of such costs, as determined in accordance with the Act, will be provided to CLEC prior to commencing such work.

12.12.4.6 CLEC shall acknowledge acceptance of CBT's written proposal, including applicable charges, by signing it and returning a copy to CBT within seven (7) calendar days after receipt. CLEC's written verification shall be accompanied by CLEC's payment of forty percent (40%) of all applicable COBO Charges (the "Initial COBO Payment"). This seven (7) calendar day deadline must be met in order for the collocation space to be delivered in the time frame shown in Section 12.12.5, below. If CLEC fails to meet this deadline, the provisioning interval will begin on the date the CLEC provides the signed proposal and the Initial COBO Payment. COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Upon receipt of CLEC's signed proposal and initial COBO payment, CBT will begin the work and charge CLEC for the actual time and material needed to complete the modifications, plus a reasonable contribution to CBT's common costs. In no case will actual charges exceed those estimated by more than ten percent (10%). Delayed payment of the Initial COBO Payment may delay the actual service date. Material changes (e.g., increase in floor space or additional equipment added) to the request may require additional application(s) by CLEC and additional response(s) prepared by CBT. Such material changes shall toll the interval for construction while the additional response is being prepared.

12.12.4.7 So long as CLEC has a satisfactory credit rating with CBT for the twelve (12)-month period preceding the date of CLEC's request for Collocation, CLEC shall pay the COBO charges as follows:

Initial COBO Payment:	40% of COBO charges
Delivery by CBT of confirmation that construction of space is fifty percent (50%) complete:	40% of COBO charges
Completion of space conditioning:	20% of COBO charges

If CLEC's credit rating is not satisfactory within the aforementioned period, CLEC's method of payment of the COBO charges shall be in accordance with the provisions of CBT's applicable tariff.

12.12.5 Unless parties agree otherwise or if CBT has requested and received relief from the Commission, CBT shall deliver to CLEC the requested space, subject to the requirements shown in Section 12.12.4.6, (such date of delivery referred to as the "Delivery Date"), as follows:

12.12.5.1 If CLEC has properly forecast its collocation demands, CBT shall deliver to CLEC the requested physical collocation space within 76 business days (roughly, 105 calendar days) when conditioned space is available.

12.12.5.2 If CLEC has properly forecast its collocation demands and provisioning arrangements involve major construction or special applicant requirements, CBT shall deliver to CLEC the requested physical collocation space within 91 business days (roughly, 126 calendar days).

12.12.5.3 The provisioning intervals in Sections 12.12.5.1 and 12.12.5.2, above, may be extended by CBT, as follows:

- (a) If collocation space is not readily available , CBT may extend the provisioning intervals by 20 business days (roughly, 28 calendar days);
- (b) If CLEC has not provided an accurate and timely forecast of its collocation demands, CBT may extend the provisioning intervals by 60 calendar days.
- (c) If (1) collocation space is not readily available, and (2) CLEC has not provided an accurate and timely forecast of its collocation demands, CBT may extend the provisioning intervals by 88 calendar days.

12.12.5.4 CBT shall deliver augments to existing collocation arrangements to CLEC within 45 business days (roughly, 63 calendar days) of receiving CLEC's application.

12.12.6 Upon CLEC request, CLEC may have reasonable access to its designated collocation space while CBT prepares the space for collocation. CBT shall provide positive confirmation to CLEC when construction of CLEC Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date.

12.12.7 If CBT does not provide CLEC with its Collocated space by the Delivery Date and such delay is caused directly by CBT's actions or its failure to act (and not by a CLEC Delaying Event), CLEC shall receive a credit of 1/90th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.

12.12.8 After completion of construction but prior to occupancy, CLEC and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than thirty (30) calendar days after the walkthrough. The correction by CBT of any exceptions noted by CLEC, from CLEC's original request for collocation (as modified by any changes requested by CLEC), shall be at CBT's expense and shall be subject to an additional walk through and acceptance by CLEC.

12.12.9 CLEC shall pay the incremental cost incurred by CBT as the result of any CLEC Change Order applicable to construction of Physical Collocation space.

12.12.10 CBT may begin billing CLEC for recurring charges for the Collocated space on the Occupancy Date, which shall mean the date on which (i) the Parties have completed the acceptance walkthrough of CLEC's Physical Collocation Space and (ii) no material exceptions for such space have been noted or remain outstanding.

12.12.11 CLEC shall vacate the Collocated space if another eligible carrier has requested collocation and no other space is available to fulfill such request and either (x) CLEC fails to install within ninety (90) calendar days of the Occupancy Date the equipment necessary for Interconnection and/or access to unbundled Network Elements to be housed in such space or (y) CLEC fails to Interconnect to the CBT network within one hundred and fifty (150) calendar days of the Occupancy Date. If CLEC is required to vacate the space pursuant to this section, CLEC shall vacate such space within ninety (90) calendar days of the earliest to occur of the foregoing events. If, after vacating a space, CLEC still requires Collocation in that Premises, CLEC shall be required to submit a new request for Collocation.

12.12.12 The Parties shall identify at least one contact for each Party, including name(s) and telephone number(s), responsible for the following areas relating to Collocation:

1. Engineering;
2. Physical and Logical Security;
3. Provisioning;
4. Billing;
5. Operations;

6. Site and Building Managers; and
7. Environmental and Safety.

12.12.13 The Parties shall also establish an escalation process which includes names, telephone numbers and escalation order for each Party in order to resolve disputes that may arise pursuant to the Parties' Collocation of equipment hereunder.

12.13 Terms of Collocation. Collocation will be subject to the following provisions:

12.13.1 Each Party will be responsible for notifying the other Party of any significant outages of a Party's equipment that could impact any of the services offered by the other Party and provide estimated clearing time for restoration.

12.13.2 The Parties shall coordinate to ensure that services are installed in accordance with the service request.

12.13.3 Each Party is responsible for testing, if necessary, with the other Party to identify and clear a trouble when the trouble has been sectionalized (isolated) to a service provided by that Party.

12.13.4 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, CLEC shall obtain CBT's written approval of CLEC's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities, which approval shall not be unreasonably withheld or delayed. CBT may make reasonable request for additional information before granting approval and may reasonably require scheduling changes. CLEC shall indicate on the drawings provided by CBT, pursuant to Section 12.15, CLEC's plans for equipment to be installed in the Collocation space prior to commencing installation.

12.13.5 CBT shall have the right to inspect CLEC's completed installation of equipment and facilities prior to CLEC turning up such equipment and facilities. CLEC shall provide written notification to CBT when CLEC has completed its installation of equipment and facilities in the Collocation space, and CBT shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify CLEC that CBT is not exercising its right to inspect such Collocation space at that time and that CLEC may turn up its equipment and facilities. Failure of CBT to either inspect the Collocation space or notify CLEC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by CBT not to inspect such Collocation space. CLEC shall have the right to be present at such inspection, and if CLEC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of CLEC's Collocated equipment and facilities, CLEC shall modify its installation to achieve compliance prior to turning up its equipment and facilities.

12.13.6 CBT shall have the right to make periodic inspections of CLEC's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. CBT will notify CLEC in writing not less than two (2) Business Days in advance of such inspections, and CLEC shall have the right to be present at the time of such inspection. If CLEC is

found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of CLEC's Collocated equipment and facilities, CLEC must modify its installation to achieve compliance.

12.14 Terms of Virtual Collocation.

12.14.1 If CLEC requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and CLEC elects Virtual Collocation, and such Virtual Collocation is available at the time of CLEC's request, CBT shall include in its notice to CLEC (i) the space to be provided and (ii) when CBT can deliver the space to CLEC.

12.14.2 CBT and CLEC will have an initial walkthrough of the Collocated space to be provided to CLEC for Virtual Collocation on the date that is the earlier of (i) ten (10) Business Days after CBT's verification of the Virtual Collocation space to be provided to CLEC and (ii) fourteen (14) calendar days after CBT's receipt of CLEC's request for Virtual Collocation.

12.14.3 CBT shall deliver to CLEC the requested space on or before the later of (i) seventy-five (75) calendar days from CBT's receipt of CLEC's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for CBT to deliver to CLEC such space within seventy-five (75) days (such date of delivery referred to as the "Delivery Date") and CBT notified CLEC of this fact within ten (10) calendar days from CBT's receipt of CLEC's request.

12.14.4 Virtual Collocation space requested by CLEC will be made available to CLEC by CBT, as follows:

12.14.4.1 CBT shall allow periodic inspections of Virtual Collocation space where CLEC equipment is located upon reasonable advance notification.

12.14.4.2 CBT shall ensure that all applicable alarm systems (e.g., power) that support CLEC equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified and notification shall be sent to CLEC as soon as reasonably possible.

12.14.4.3 Virtual Collocation shall be provided in accordance with the terms and conditions of Tariff F.C.C. No. 35, Section 17.11, provided, however, if any provision of such tariff is inconsistent with the Act, the Act shall govern.

12.14.4.4 CBT shall provide positive confirmation to CLEC when construction of CLEC Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date.

12.14.4.5 After completion of construction and on or before the Delivery Date, CLEC and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than thirty (30) days after the walkthrough. The correction by CBT of any exceptions noted by CLEC, from CLEC's original request for collocation (as modified by any

changes requested by CLEC), shall be at CBT's expense and shall be subject to an additional walk through and acceptance by CLEC.

12.15 Common Requirements. The following requirements shall be applicable to both Physical and Virtual Collocation:

12.15.1 CBT shall provide interoffice, point-to-point facilities (e.g., DS0, DS1 and DS3), where available, as required by CLEC to meet CLEC's needs for placement of equipment, interconnection, or provision of service. CLEC may purchase either (i) Dedicated Transport from CBT, or (ii) the functional equivalent of Dedicated Transport from another source, for the purpose of transporting traffic between a CLEC Collocation Space and any other location specified by CLEC, including without limitation CBT Central Office(s), other CBT locations, or any CLEC or third party network facilities. CLEC may order such interoffice facilities prior to CBT turning over the Collocation Space to CLEC. CBT shall provide to CLEC all numbers and information necessary for CLEC to submit on its orders for network elements or tariffed services, including Carrier Facility Assignment, fourteen (14) calendar days prior to collocation turn-over.

12.15.2 CBT shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1 and DS3 rates pursuant to mutual agreement of the Parties.

12.15.3 CLEC may provide basic telephone service with a connection jack for the Collocated space. Upon request of CLEC, CBT will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

12.15.4 CBT shall provide adequate lighting, ventilation, power, heat, air conditioning and other environmental conditions for CLEC's space and equipment having the size and capacity agreed upon by CLEC and CBT. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.

12.15.5 CBT shall provide access, where available, to eyewash stations, shower stations, bathrooms and drinking water within the Collocated facility on a twenty-four (24)-hours-per-day, seven (7)-days-per-week basis for CLEC personnel and its designated agents.

12.15.6 CBT shall provide ingress and egress of fiber cabling to CLEC Collocated spaces. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation.

12.15.7 From time to time CBT may require access to the Physical Collocation Space. CBT retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). Except in cases of emergency, CBT will give CLEC two (2) Business Days notice when access to the Physical Collocation Space is required. CLEC may elect to be present whenever CBT performs work in the Physical Collocation Space. CBT will work with CLEC to

ensure that any equipment or building modifications performed by CBT do not have a materially adverse effect on any of the services CLEC provides. Notification of any emergency-related activity shall be made as soon as practicable after CBT learns that such emergency activity is necessary.

12.15.8 CLEC shall not be required by CBT to relocate its equipment during the Initial Term or any Renewal Term. If CLEC, at CBT's request, agrees to relocate its equipment, then CBT shall reimburse CLEC for any and all costs reasonably associated with such relocation.

12.15.9 Should CBT sell or lease a Premises or any portion thereof to a third person during the Initial Term or any Renewal Term, CBT shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

12.15.10 Power, as referenced in this section, refers to any electrical power source supplied by CBT for CLEC equipment. It includes all superstructure, infrastructure and overhead facilities, including cable, cable racks and bus bars. CBT will supply power to support CLEC equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. CBT shall supply power to CLEC at parity with that provided by CBT to itself or to any third person. If CBT performance, availability or restoration falls below industry standards, CBT shall bring itself into compliance with such industry standards as soon as technologically feasible.

12.15.11 Subject to space limitations and CLEC's compliance with the applicable request process and payment requirements of this Agreement, CBT shall provide power, as specified in CLEC's collocation request, to meet CLEC's reasonable needs for placement of equipment, Interconnection or provision of service.

12.15.12 Both CLEC's power equipment and CBT's power equipment supporting CLEC's equipment shall comply with applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices and physical equipment layout.

12.15.13 CBT will provide CLEC with written notification within five (5) Business Days of any scheduled AC or DC power work or related activity in the Collocated facility that poses a reasonable risk of or causes an outage or any type of power disruption to CLEC equipment located in the CBT facility. CBT shall provide CLEC prompt notification by telephone of any emergency power activity.

12.15.14 Power plant alarms and cabling shall adhere to Bellcore Network Equipment Building Systems (NEBS) Standard TR-EOP-000063.

12.15.15 CBT shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

12.15.16 CBT shall, within ten (10) calendar days after receipt of the Initial COBO Payment for Physical Collocation or within ten (10) calendar days after the initial walkthrough for Virtual Collocation, provide CLEC with a copy of any existing drawings

showing CLEC's proposed Collocation space and any related CBT facilities, and provide information relating to measurements for necessary CLEC cabling that are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as CBT charges other Telecommunications providers for the provision of the foregoing drawings and information, CLEC shall reimburse CBT for the costs, if any, incurred by CBT to provide CLEC with such drawings and information.

12.15.17 **Termination.** CLEC may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to CBT. Upon termination of such occupancy, CLEC, at its expense, shall remove its equipment and other property from the Physical Collocation Space. CLEC shall have thirty (30) days from the termination date to complete such removal; provided, however, that CLEC shall continue payment of monthly fees to CBT until such date as CLEC has fully vacated the Physical Collocation Space. Should CLEC fail to vacate the Physical Collocation Space within thirty (30) days from the termination date, CBT shall have the right to remove the equipment and other property of CLEC at CLEC's expense and with no liability for damage or injury to CLEC's property unless caused by the gross negligence or intentional misconduct of CBT or any CBT employee, agent, representative, subcontractor or consultant.

12.15.18 If the whole of a Collocation Space shall be taken or such portion of the Premises shall be taken such that the Collocation Space is rendered unsuitable for its permitted use by any public authority under the power of eminent domain, then this Agreement shall terminate as to that Collocation Space only, as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by CBT of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. Such proportionate refund shall be CLEC's sole and exclusive remedy and CLEC shall have no entitlement to any portion of the amount CBT receives as compensation for the property taken under power of eminent domain. If any part of the Collocation Space shall be taken under eminent domain, CBT and CLEC shall each have the right to terminate this Agreement as to that Collocation Space only, and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

12.15.19 CLEC may elect to provide and install or to provide and have CBT install CLEC-owned, or CLEC-leased fiber entrance facilities to the Collocation Space from either CLEC interoffice facilities or from the point of interconnection (either "Entrance Location"). CBT will designate the Entrance Location in proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, pursuant to **Section 12.8.**

12.15.20 CLEC will provide and place cable at the Entrance Location of sufficient length to be pulled through conduit and into the splice location. CLEC will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the CLEC's equipment in the Collocation Space. CLEC will notify CBT ten (10) calendar days in advance before placing the entrance facility cable in the manhole. CLEC is responsible for maintenance of the entrance facilities.

12.15.21 CLEC may utilize spare capacity on an existing CLEC entrance facility for the purpose of providing an entrance facility to another CLEC collocation arrangement within the same CBT Premises.

12.15.22 CLEC is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by CLEC in the Physical Collocation Space. Without limitation of the foregoing provisions, CLEC will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; and (3) associated equipment which may be required within the Physical Collocation Space to the points of interconnection.

12.15.23 In no case shall CLEC or any person acting on behalf of CLEC make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the CBT Premises without the written consent of CBT, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CLEC.

12.16 Additional Physical Collocation Requirements. The following additional requirements shall be applicable to Physical Collocation only:

12.16.1 Subject to space limitations and CLEC's compliance with the applicable request process and payment requirements for the space, CBT shall provide space, as requested by CLEC, to meet CLEC's needs for placement of equipment necessary for Interconnection and access to Network Elements.

12.16.2 CBT shall allow requests for contiguous space in increments as small as a single bay of equipment if the space is not subject to outstanding requests by other Telecommunications Carriers.

12.16.3 Other than reasonable security restrictions, CBT shall place no restriction on access to the CLEC Collocated space by CLEC's employees and designated agents. Such space shall be available to CLEC designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those CBT places on its own personnel or independent contractors.

12.16.4 For each building in which Collocated space is provided and upon request by CLEC for that building, CBT will, provide CLEC with information known to it concerning environmental, health and safety conditions.

12.16.5 CLEC shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC's Physical Collocation Space. Upon request, CBT will provide CLEC with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC.

12.16.6 CLEC shall not require advance approval from CBT to make improvements or alterations to the Collocated equipment configuration that are not substantial and do not require additional power.

12.16.7 Central Office power supplied by CBT into the CLEC equipment area shall be supplied in the form of fused power feeds from CBT's power distribution board to CLEC's BDFB located in or near the CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as mutually agreed upon by the Parties.

12.16.8 CBT power equipment supporting CLEC's equipment shall:

12.16.8.1 Provide appropriate Central Office ground, connected to a ground electrode located within the CLEC Collocated space, at a level above the top of CLEC's equipment plus or minus two (2) feet to the left or right of CLEC's final request; and

12.16.8.2 Provide feeder capacity and quantity to support the ultimate equipment layout for CLEC equipment upon completion of the equipment node construction in accordance with CLEC's request for Collocation.

12.17 Indemnification. CLEC shall indemnify and hold harmless CBT for any damage or Loss to CBT's personnel or property (including CBT's Premises and any equipment contained therein), and for any damage or Loss to third parties for which CBT may be held responsible, which is caused by the presence of CLEC's equipment and/or personnel in CBT's Premises. CBT shall indemnify and hold harmless CLEC for any damage or Loss to CLEC's property collocated in CBT's Premises which is caused by the Fault of CBT.

12.18 Pricing. The prices charged to CLEC for Collocation are set forth in the Pricing Schedule.

12.19 Cancellation. CLEC may cancel its bona fide firm order for Collocation space at any time prior to occupancy. If CLEC cancels its order for the Collocation Space(s), CLEC will reimburse CBT for any reasonable and demonstrable expenses actually incurred by CBT up to and including the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount CLEC would have otherwise paid for work undertaken by CBT if no cancellation of the order had occurred. CBT shall refund to CLEC any monies previously paid by CLEC but not expended by CBT less any reasonable and demonstrable expenses incurred by CBT.

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

13.1 Provision of Local Number Portability. Both CLEC and CBT shall jointly cooperate to implement all applicable requirements for Local Number Portability as set forth in the Act, FCC rules and regulations, and the rules and regulations of the Public Utilities Commission of Ohio. Specific rules, regulations, and rates for Local Number Portability (LNP) Query Service are available in CBT's Access Service Tariff FCC No. 35, Section 13.3.9.

13.1.1 Conventions. For purposes of this Article XIII, Party A means the Carrier from which a telephone number is Ported, and Party B means the carrier to which a telephone number is ported.

13.1.2 The Parties agree that as part of either carrier's implementation of LNP in an existing switch or in the process of deploying a new switch, the Parties shall cooperate in joint testing for the implementation of LNP.

13.1.3 The use of LNP shall not subject either Party or its customers to any degradation of service compared to the other Party and its customers as measured by any relevant performance standard, including transmission quality, switching, and transport costs, increased call set-up time and post-dial delay. Both Parties shall act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP due to abnormal conditions. Both Parties agree to begin default queries, as necessary, only after the first telephone number in a LNP-capable NXX has actually been ported.

13.1.4 Both Parties shall provide updates to the LERG at least forty-five (45) days prior to the LNP effective date and will identify the portable switches and NXXs. All NXXs assigned to LNP-capable switches are to be designated as portable unless a NXX has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular, and wireless services; codes assigned for internal testing and official use; codes assigned to mass calling on a choked network; and any other NXX codes required to be designated as non-portable by the rules of the FCC or Commission. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

13.2 Procedures for Providing LNP

The Parties shall follow the Local Number Portability provisioning process recommended by the North American Numbering Council ("NANC") and adopted by the FCC. In addition, the Parties agree to follow the Local Number Portability ordering procedures established at the Ordering and Billing Forum ("OBF").

13.2.1 The Parties shall work cooperatively to port customer's telephone number(s) using LNP.

13.2.2 Party B will provide Party A with a Firm Order Confirmation ("FOC") for each port order by 5:00 p.m. of the next Business Day after Party B's receipt of that order. The FOC must contain Party B's commitment date for order completion ("Committed Due Date"), which shall be within three (3) days after issuance of the FOC, or within a different time interval agreed upon by the Implementation Team, unless Party A requested a longer interval.

13.2.3 Order Rejections. Party B shall reject and return to Party A by 5:00 p.m. of the next Business Day, any order that Party B cannot provision, and in its reject notification provide error code(s) identifying any and all errors and/or reasons for which the order was rejected.

13.2.4 When a telephone number is ported from Party A's network using LNP, Party A shall remove any non-proprietary line-based calling cards associated with the ported number(s) from its LIDB. Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or the customer.

13.2.5 When a customer of Party A ports their telephone number(s) to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it's available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line prior to the due date of the porting activity. When the ten digit unconditional trigger is not available, the Parties must coordinate the disconnect activity.

13.2.6 The Parties shall include the Jurisdictional Information Parameter ("JIP") in the Initial Address Message ("IAM") that contains the LERG-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

ARTICLE XIV DIALING PARITY – SECTION 251(b)(3)

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

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

15.1 Directory Listings.

15.1.1 CBT, as publisher of its White Pages, will include Primary Listings of CLEC's resale directory customers in its White Pages, and shall cause its publisher to include primary listings of CLEC's directory customers in its Publisher's Yellow Pages Directories under the following terms and conditions:

15.1.1.1 CBT will publish the Primary Listing of CLEC Directory Customers located within the geographic scope of its White Pages directory and will recover costs for both resale and facility based Customers in accordance with the Act.

15.1.1.2 Listings of CLEC Directory Customers shall be interfiled with listings of Customers of CBT and other LECs serving the same geographic area where such listings are included within a directory.

15.1.1.3 CBT shall provide CLEC with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

15.1.1.4 CBT or its Publisher must receive all Primary Listings of CLEC Directory Customers prior to the service order close date for the directory in which those listings are to appear. CBT or its Publisher will provide CLEC with appropriate service order close dates within thirty (30) days of this information becoming available.

15.1.1.5 CBT may include, at a rate consistent with the Act, Primary Listings of CLEC Directory Customers provided to CBT or its Publisher in other directories published by the Publisher.

15.1.1.6 Nothing in this Agreement shall restrict CBT's and its Publisher's authority from altering the geographic scope, directory life, headings, content or format of the directories. CBT and its Publisher will provide information on such alterations at the same time such information is provided to CBT.

15.1.1.7 CBT, shall include, in the customer information section of its White Pages Directory, information about CLEC services, including addresses and telephone numbers for CLEC Customer service. The form and content of such customer information shall be provided by CLEC to CBT prior to the close date for the customer information section. The charge for the listing of such information will be calculated on the same basis as the charges paid by CBT for similar listings. CBT shall maintain editorial rights as well as control of the format and design of these pages. CLEC will work directly with the publisher to include customer information in the publisher's Yellow Page Directory

15.1.2 Listing and Listing Updates. CLEC will provide CLEC Directory Customer Primary Listings and Listing Updates to CBT or its Publisher on a non-exclusive basis as follows:

15.1.2.1 CLEC shall provide its CLEC Directory Customer Primary Listings to CBT or its Publisher in a mutually agreeable form and format. CLEC acknowledges that CBT or its Publisher may impose a charge for changes to CLEC Directory Customer Primary Listings previously provided by CLEC to CBT or its Publisher; however, in no event shall such charge be greater than the amount CBT charges its Customers and such charge shall be calculated in the same manner as Publisher charges CBT for such charge.

15.1.2.2 Within two (2) Business Day of installation, (unless changed by the Commission in the MTSS) disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of an CLEC Directory Customer, CLEC shall provide Listing Updates to CBT in a form and format acceptable to CBT.

15.1.2.3 CLEC will cooperate with CBT or its Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of CLEC's Listing Updates to CBT or its Publisher, which process shall be available for joint testing within six (6) months of the Effective Date.

15.1.2.4 Subject to the rules, guidelines, and regulations of the Commission, Publisher or CBT may sell or license the use of Customer Listings, or Listing Updates

to third persons without the prior written consent of CLEC, provided, however, that neither Publisher nor CBT will:

- (a) disclose non-listed name and address information to any third person, except as may be necessary to undertake delivery of directories or to perform other services contemplated under this Agreement;
- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) sell or license such Customer listing information sorted by carrier; or
- (d) disclose listing information for individual cases where CLEC has notified CBT.

15.1.3 Directories Delivery. CBT will provide initial and secondary (replacement, additional or New Line orders) delivery of CBT's White Page Directory and shall cause its Publisher to provide initial and secondary (replacement additional or New Line orders) delivery of Yellow Page Directories to CLEC Directory Customers under the same terms and conditions that CBT delivers to its customers. Timing of such delivery and determination of which Telephone Directories shall be delivered (by customer address, NPA NXX or other criteria) and the number of Telephone Directories to be provided per customer, shall be provided under the same terms that CBT delivers Telephone Directories to its own local service customers. Upon directory publication, CBT will arrange for the distribution of the directory to CLEC Customers in the directory coverage area and shall recover directory delivery costs for both resale and facilities based customers in accordance with the Act.

15.1.4 Nondiscriminatory Formats. CBT shall make available to CLEC Customers the same White Pages formats and shall cause its publisher to make available the same Yellow Pages format that CBT and its publisher provides to its retail Customers, at the same rates, terms and conditions.

15.2 Directory Assistance Listings. CLEC will provide CBT during the term of this Agreement its DA listings. DA listings provided to CBT by CLEC under this Agreement will be used and maintained by CBT only for providing Telecommunications Services, and may be disclosed to third parties only for the purpose of providing Telecommunications Service to those parties.

15.2.1 CBT shall provide unbundled and non-discriminatory access to the subscriber records used by CBT to create and maintain databases for the provision of live or automated operator assisted Directory Assistance ("DA Input Data"). CLEC or its Directory Assistance service subcontractor may use such DA Input Data for the purpose of providing Directory Assistance service via a live operator or automated services in response to specific end user requests for such information or any other Telecommunications Service pursuant to the Act.

15.2.1.1 CBT shall not be required to provide non-published telephone numbers; however, CBT shall provide a 10-digit string which contains the NPA,

NXX and the last four digits masked, and name and address of the non-published party with an indication that the telephone number is non-published.

15.2.1.2 All DA Input Data shall be provided in the format as specified in "Directory Assistance Data Information Exchanges and Interfaces" below or in Telcordia standard F20 format. CBT shall provide CLEC with lists of community abbreviations and common word abbreviations used in the DA Input Data necessary in order to allow CLEC to interpret the data. No other tables used by CBT to search or reference the DA Input Data will be provided to CLEC. CLEC is responsible for developing its own methods and procedures for accessing the DA Input Data and for training its DA operators to use the DA Input Data.

15.2.1.3 CBT shall provide to CLEC, as soon as technically practicable, all DA Input Data that resides in CBT's master subscriber system file via an electronic data transfer medium such as Network Data Mover (NDM) or in a magnetic tape format, at rates to be determined in accordance with the Act. Both the initial data and all subsequent data shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

15.2.1.4 CLEC or its Directory Assistance service subcontractor shall take all necessary and reasonable precautions to protect the integrity of the DA Input Data and to protect the proprietary nature of any nonpublished information. Under no circumstances shall CLEC or its Directory Assistance service subcontractor use the DA Input Data for any marketing purpose or to select or identify in any manner potential customers to receive any marketing information. Under no circumstances shall CLEC or its Directory Assistance service subcontractor use the DA Input Data for the purpose of publishing a directory in any format, including any end-user electronic on-line directory service. Nothing herein shall be construed to prohibit CLEC from publishing a directory pursuant to Section 222(e) of the Act, so long as the DA Input Data is not used for such purpose. CLEC or its Directory Assistance service subcontractor shall not permit any unaffiliated third party with whom it has not contracted to provide its local Directory Assistance service to use the DA Input Data or any information extracted therefrom.

15.2.1.5 The DA Input Data will not include independent and competitive LEC listings unless the parties can reach an amicable resolution between themselves or the Commission determines otherwise, whichever occurs first.

15.2.1.6 CBT shall provide CLEC with updates to the DA Input Data using the agreed transfer medium on the same date that they are provided to CBT's own DA Operations.

15.2.1.7 All updates to the DA Input Data shall be provided to CLEC at CLEC's expense through an electronic data transfer medium, magnetic tape format or other mutually agreed format. CLEC shall be responsible for performing its own data reconciliation and integrating such updates into its master database.

15.2.1.8 Data must include all levels of indentation and all levels of information agreed upon by the Implementation Team.

15.2.1.9 CBT shall provide complete refresh of the DA Input Data at CLEC's expense upon two weeks notice by CLEC.

15.2.1.10 CLEC will designate a technically feasible point at which the DA Input Data will be provided. CLEC shall pay all costs of delivery of CBT's DA Input Data from its existing location to the technically feasible point designated by CLEC.

15.2.1.11 CLEC shall provide CBT with CLEC's DA Input Data in the same form, on the same terms and with the same timeliness as CBT provides CLEC with CBT's DA Input Data.

15.2.2 The Implementation Team will address the following issues:

15.2.2.1 Directory Assistance Database

(a) DA Input Data Exchanges and Interfaces

(b) Data Processing Requirements

15.2.2.2 See Schedule 15 for Directory Assistance Data Information Exchanges and Interfaces.

ARTICLE XVI

ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY – SECTIONS 251(b)(4) AND 224

16.1 Structure Availability.

16.1.1 CBT shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way (individually and collectively, "Structure") owned or controlled by CBT for the placement of CLEC's telecommunications equipment and related facilities ("Attachments"). Poles, ducts and conduits include entrance facilities (including building access) and conduit and riser space; manholes; telephone equipment closets; and other infrastructure used by CBT to place telecommunications distribution facilities. "Rights-of-way" includes easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property if the property is used for distribution facilities. The availability of CBT Structure for CLEC's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 16.20, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which CBT owns and controls Structure or interests therein.

16.1.2 CBT will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this Article XVI, "Insufficient Capacity" means the lack of space available on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon insufficient Capacity, CBT will, in good faith, explore potential accommodations with CLEC. If CBT denies a request by CLEC for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, CBT will provide CLEC a detailed, written reason for such denial (i) as soon as practicable but in any event within forty-five (45) days of the date of such request if CBT has actual or constructive knowledge of the reasons for such denial or (ii) promptly upon CBT's receipt of such reasons for denial if such reasons are not known until after the expiration of such forty-five (45)-day period.

16.2 Franchises, Permits and Consents. CLEC shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the CBT Structure it uses.

16.3 Access and Modifications. Where necessary to accommodate a request for access of CLEC, CBT will modify its Structure in order to accommodate the Attachments of CLEC as set forth in this Section 16.3, unless (i) CBT has denied access as described in Section 16.1.2, and/or (ii) because CBT may not lawfully make the Structure available. CBT may permit CLEC to conduct Field Survey Work and Make-Ready Work itself or through its own contractors in circumstances where CBT is unable to complete such work in a reasonable time frame.

16.3.1 Before commencing the work necessary to provide such additional capacity, CBT will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. The modification to accommodate CLEC may, at CBT's option, include modifications required to accommodate other attaching parties, including CBT, that desire to modify their Attachments.

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

16.3.3 The costs of modifying a Structure to accommodate CLEC's request, the requests of another attaching party or the needs of CBT shall be borne by CLEC, the other requesting party or CBT, respectively, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of modification proportionately with the party initiating the modification. An attaching party, including CBT, with a pre-existing Attachment to the Structure to be modified to accommodate CLEC shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including CBT, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements specified in Section 16.6, it shall be

considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party or CBT with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party. If an attaching party, including CBT, makes an Attachment to the facility after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

16.3.4 All modifications to CBT's Structure will be owned by CBT. CLEC and other parties, including CBT, 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. Any necessary procedures with respect to a Party's recovery of its proportionate share of the value of any modifications shall be as prescribed by the Implementation Team.

16.4 Installation and Maintenance Responsibility. CLEC shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by CBT or by other attaching parties. Work performed by CLEC on, in or about CBT's Structures shall be performed by properly trained competent workmen skilled in the trade. CBT will specify the location on the Structure where CLEC's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. CLEC shall construct each Attachment in conformance with the permit issued by CBT for such Attachment. Other than routine maintenance and service wire Attachments, CLEC shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. CLEC shall provide CBT with notice before entering any Structure for construction or maintenance purposes.

16.5 Emergency Repairs. In the event of a service-affecting emergency, CBT shall begin repair of its facilities containing CLEC's Attachments as soon as reasonably possible after notification by CLEC.

16.6 Installation and Maintenance Standards. CLEC's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

16.7 Implementation Team. The Implementation Team to be formed pursuant to Article XVIII shall develop cooperative procedures for implementing the terms of this Article XVI. The Parties, through the Implementation Team, shall develop mutually agreeable intervals for completion of process steps in providing CLEC access to CBT's Structure and appropriate penalties for failure to timely complete process steps for which fixed or negotiated intervals have been assigned. CBT will provide CLEC with access to information regarding the provision of access to CBT's Structure which will be sufficient for CLEC to verify that CBT is providing CLEC with access to its Structure that is comparable to that provided by CBT to itself, its subsidiaries, affiliates and other persons requesting access to CBT's Structure.

16.8 Access Requests. Any request by CLEC for access to CBT's Structure shall be in writing and submitted to CBT's Structure Leasing Coordinator. CBT may not unreasonably limit the number and scope of requests from CLEC being processed at any one time and may prescribe a reasonable non-discriminatory process for orderly administration of such requests. CLEC's Attachment to CBT's Structure shall be pursuant to a permit issued by CBT for each request for access.

16.9 Unused Space. Excepting maintenance ducts as provided in Section 16.10 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by CBT shall be available for the Attachments of CLEC, CBT or other providers of Telecommunications Services or cable television systems. CLEC may not reserve space on CBT Structure for its future needs. CBT shall not reserve space on CBT Structure for the future need of CBT nor permit any other person to reserve such space. Notwithstanding the foregoing, CLEC may provide CBT with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

16.10 Maintenance Ducts.

16.10.1 One duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. Maintenance ducts shall be made available to CLEC for maintenance purposes if it has a corresponding Attachment.

16.10.2 Where a spare innerduct does not exist, upon the mutual agreement of the Parties, CBT shall allow CLEC to install an innerduct in CBT conduit.

16.11 Applicability. The provisions of this Agreement shall apply to all CBT Structure now occupied by CLEC.

16.12 Other Arrangements. CLEC's use of CBT Structure is subject to any valid, lawful and nondiscriminatory arrangements CBT may now or hereafter have with others pertaining to the Structure.

16.13 Cost of Certain Modifications. If at the request of a governmental entity, third person, court or Commission or property owner, CBT moves, replaces or changes the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities.

16.14 Maps and Records. CBT will provide CLEC, at CLEC's request and expense, with access to and copies of maps, records and additional information relating to its Structure within the time frames agreed upon by the Implementation Team; provided that CBT may redact any proprietary information (of CBT or third parties) contained or reflected in any such maps, records or additional information before providing such information to CLEC. Upon request, CBT will meet with CLEC to clarify matters relating to maps, records or additional information. CBT does not warrant the accuracy or completeness of information on any maps or records.

16.15 CLEC Access. CLEC shall provide CBT with notice before entering any CBT Structure.

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

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

16.18 Damage to Attachments. Both CLEC and CBT will exercise precautions to avoid damaging the Attachments of the other or to any CBT Structure to which CLEC obtains access hereunder. Subject to the limitations in Article XXVI, the Party damaging the Attachments of the other shall be responsible to the other therefore.

16.19 Charges. CBT's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, CBT's charges for Structure will be (i) those listed in CBT's Pole and Anchor, Attachment and Conduit Occupancy Accommodations Tariff, PUCO No. 1, if the particular type of Structure is included therein, or (ii) if the particular type of Structure is not included in the above Tariff, those of the lowest existing contract available to an attaching party in

the State of Ohio, including any affiliate of CBT. The charges as of the Effective Date are set forth in the Pricing Schedule and CBT reserves the right to periodically adjust such charges consistent with the foregoing. A reasonable deposit shall be required for map preparation, make-ready surveys and Make-Ready Work.

16.20 Nondiscrimination. Except as otherwise permitted by Applicable Law, access to CBT owned or controlled Structure shall be provided to CLEC on a basis that is nondiscriminatory to that which CBT provides to itself, its affiliates, Customers, or any other person.

16.21 Interconnection.

16.21.1 Upon request by CLEC, CBT will permit the interconnection of ducts or conduits owned by CLEC in CBT manholes.

16.21.2 Except where required herein, requests by CLEC for interconnection of CLEC's Attachments in or on CBT Structure with the Attachments of other attaching parties in or on CBT Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this Article XVI for reasons of insufficient Capacity, safety, reliability and engineering. CBT will provide a written response to CLEC's request within forty-five (45) days of CBT's receipt of such request.

16.21.3 CLEC shall be responsible for the costs of any Make-Ready-Work required to accommodate any interconnection pursuant to this Section 16.21.

16.22 Cost Imputation. CBT will impute costs consistent with the rules under Section 224(g) of the Act.

16.23 Structure Leasing Coordinator. Requests for access to CBT Structure shall be made through CBT's Structure Leasing Coordinator, who shall be CLEC's single point of contact for all matters relating to CLEC's access to CBT's Structure. The Structure Leasing Coordinator shall be responsible for processing requests for access to CBT's Structure, administration of the process of delivery of access to CBT's Structure and for all other matters relating to access to CBT's Structure.

16.24 State Regulation. The terms and conditions in this Article XVI shall be modified as necessary through negotiation between the Parties to comply with the laws of the state of Ohio applicable to Structure. Until the terms and conditions of this Article XVI are renegotiated accordingly, the laws of the state of Ohio shall supersede any provision of this Article XVI that is inconsistent with Ohio state law.

16.25 Abandonments, Sales or Dispositions. CBT shall notify CLEC of the proposed abandonment, sale, or other intended disposition of any Structure.

ARTICLE XVII
SERVICE PERFORMANCE MEASUREMENT AND CREDITS

17.1 Service Performance Records and Reporting

17.1.1 Records. To determine CBT's compliance with the Interconnection Performance Benchmarks, Network Element Performance Benchmarks, and Resale Performance Benchmarks, CBT shall maintain separate records for the performance criteria listed in Schedules 3.7, 9.10 and 10.9. The performance results will be categorized into one of the following three reporting entities: (1) performance activities CBT provides to itself, its subsidiaries and affiliates (the "Providing Party's Records"); (2) to other LECs (the "Other LEC Records"); and (3) to CLEC (the "CLEC Records").

17.1.2 Reporting. CBT shall provide to CLEC for each calendar month (the "Reporting Period"), by the last day of the following month, the records described in Section 17.1.1. These records will be used to determine CBT's compliance with the Performance Benchmarks and for purposes of determining if any Service Credits are applicable.

17.1.3 Records and Reporting Restrictions and Conditions. The Parties acknowledge that the following will apply:

- (a) The "Other LEC Records" shall be provided to CLEC on an aggregate basis without showing the performance of the individual other LECs.
- (b) The "Other LEC Records" shall be provided to CLEC in a manner that preserves the confidentiality of each other LEC and any LEC's proprietary information (including CPNI).
- (c) It may be necessary to alter the reporting requirements during the course of this Agreement. If CBT's regulated service standards change, then CBT reserves the right to change the affected measurements accordingly. To the extent that the Parties are unable to agree on any requested changes, either Party may submit requests for changes pursuant to the Bona Fide Request process.

17.2 Service Credits

17.2.1 CLEC is eligible for "Incident Related Service Credits" and "Non-Performance Service Credits" in accordance with the provisions described in this Section 17.2.

17.2.2 Limitations: CBT is only responsible for the credit situations and amounts specified in this agreement. CBT is not responsible for any additional credits, in excess of the ones stated in this agreement, that CLEC grants its customers even if the underlying incident was caused by CBT's performance under this agreement. CBT will not be required to grant CLEC a Service Credit if CBT's failure to meet or exceed the Performance Benchmarks is caused, directly or indirectly, by a Delaying Event. If a Delaying Event prevents or delays CBT from performing a certain function or action that affects a Performance Activity, then such occurrence shall be excluded from the calculation of CBT's Performance and the determination of any applicable Resale Service Credits. CBT will still attempt to complete the Performance Activity within the stated interval

(lengthened for the duration of the delay), but will not include such activity in the computation of performance and determination of Resale Service Credits.

17.2.3 Interconnection Trunk Service Credits

17.2.3.1 Missed Installation. CBT will waive the non-recurring installation charge for individual service orders for Interconnection which CBT fails to complete by the scheduled due date (absent any Delaying Event) if it was scheduled in accordance with the intervals indicated in **Schedule 3.7**. In addition, the effective date of the recurring billing will not start until the day the installation is complete.

17.2.3.2 Service. CBT will provide a credit for Interconnection trunks, as defined in **Schedule 3.7**, that are out of service for more than 4 hours.

17.2.4 Resale and Unbundled Element Service Credits

17.2.4.1 CLEC is eligible for "Incident Related Service Credits" as described in **Schedule 17.2.4** and in accordance with the provisions described in this **Section 17.2**. Credits described in this **Section 17.2.4** satisfy CBT's obligation as an "underlying carrier" under Rule 4901:1-5-01(G) and will be the sole source of credits for CBT's nonperformance.

17.2.4.2 Procedures for obtaining credits: On a monthly basis, CLEC will submit to CBT a proposed list of the Incident Related Service Credits that CLEC feels are due. CBT will review the list and research/validate the credits proposed by CLEC. If CBT does not agree with certain credits, then CLEC and CBT will discuss the details of each case and resolve them per the criteria in this agreement. The following conditions will apply:

- (a) The proposed list of credits submitted by CLEC must contain the following information for each individual credit: (1) identification information (subscriber telephone number, circuit id, etc.); (2) pertinent dates relating to the credit (e.g. request date, completion date); (3) the applicable interval contained in this agreement; (4) the actual duration of the incident causing the credit; (5) the credit amount requested by CLEC from CBT; (6) the amounts used in determining the credit (e.g. for a 50 hour repair: one-third of the subscribers monthly local service charge of \$21 equals a credit of \$7.)
- (b) In determining the credits for Resale, the standard recurring/non-recurring rates (in effect at the time of the incident) paid by the end customer of CLEC (rather than what CLEC pays CBT) will be used in computing the credit.
- (c) CLEC must request credits within three months of the incident. No credits for incidents older than three months will be considered.
- (d) CBT will have three weeks to perform its review and validation of any proposed credits.

17.2.5 Non-Performance Service Credits

17.2.5.1 CBT will grant CLEC a “Non-Performance Service Credit” if all of the following criteria are met:

- (a)** CBT’s performance on a “Performance Category”, as defined in Section 17.2.5.2 and 17.2.5.3, is below 90% for three consecutive months or any four non-consecutive months within a rolling twelve month period,
- (b)** For the Performance Category reflected in Schedule 3.7, any month in which the number of incidences in a Performance Category causing CBT’s performance to be below 90% is not more than two will not be counted for purposes of Section 17.2.5.1(a),
- (c)** For the Unbundled Network Elements Performance Category reflected in Schedule 9.10, the number of Unbundled Network Elements ordered by CLEC for the month in question meets or exceed 200 elements. If the number of elements ordered by CLEC in the month is less than 200, then those elements will be carried forward into the next month, according to the terms in Section 17.2.5.5, for purposes of performance measurement,
- (d)** For the Resale Performance Category reflected in Schedule 10.9, the number of resale performance activities completed for CLEC for the month in question meets or exceed 200 elements. If the number of elements ordered by CLEC in the month is less than 200, then those elements will be carried forward into the next month, according to the terms in Section 17.2.5.5, for purposes of performance measurement.
- (e)** The “credit triggering” performance was not caused by a Delaying Event as defined in this Agreement

17.2.5.2 The only “Performance Categories” that will be used for this agreement for the purpose of determining Non-Performance Service Credits are as follows:

- (a)** Interconnection as specified in Schedule 3.7
- (b)** Unbundled Network Elements as specified in Schedule 9.10
- (c)** Resale as specified in Schedule 10.9.

17.2.5.3 The performance for each of these three Performance Categories will be measured for purposes of Section 17.2.5.1(a) based on the total number of occurrences of the activities contained in the entire schedule rather than the individual orders, items, or categories within a schedule. To compute the performance for the Category, the total cumulative activities (on the entire performance benchmark schedule) completed within their respective intervals for the

month will be summed and then divided by the total cumulative number of opportunities during the month.

17.2.5.4 If a non-performance credit is due, per the criteria in **Section 17.2.5.1**, then the amount will be determined by the “triggering” performance results as follows:

- (a) If the performance for each of the “credit triggering” three consecutive or four non-consecutive months is less than 90% but greater than 80%, the credit will be \$5,000.
- (b) If the performance for one of the “credit triggering” three consecutive or four non-consecutive months is less than 80%, the credit will be \$10,000.
- (c) If the performance for two or more of the “credit triggering” three consecutive or four non-consecutive months is less than 80%, the credit will be \$15,000.

17.2.5.5 If the minimum number of Performance Activities is not met in a month per **Section 17.2.5.1**, then the activities will be carried into the next month or subsequent months until the cumulative total meets or exceeds the minimum levels specified in **Section 17.2.5.1**. Once the monthly cumulative total for a Performance Category meets or exceeds the minimum level, then (a) the cumulative performance for the month will be measured for purposes of determining Non-Performance Service Credits according to **Section 17.2.5**, and (b) the counting of the Performance Activities for the Performance Category will start over again the next month.

Performance Activities that are carried forward into the next month will be treated, for performance measurement purposes, as having occurred in the month into which they carried forward. With respect to **Section 17.2.5.1**, the term “months” as referred to in “three consecutive months” and “four non-consecutive months within a rolling twelve month period” will mean months in which the cumulative Performance Activities within a Performance Category meet or exceed the minimum levels specified in **Section 17.2.5.1 (c) or (d)**.

ARTICLE XVIII IMPLEMENTATION TEAM

The Parties hereby agree to the formation of an Implementation Team which shall be composed of representatives of both Parties for the purpose of: developing and implementing policies and procedures to promote effective and efficient performance for the benefit of each Party's Customers and each other; promoting reliable forecasting of facility and capital needs associated with the performance of this Agreement; coordinating planning of new, expanded, modified or altered network features, functions and capabilities; and, developing appropriate standards by which to evaluate the quality and timeliness of performance. Within thirty, (30) days of the execution of this Agreement, each Party shall designate, in writing, no more than three (3) persons to be permanent members of this Implementation Team provided that either Party may include, in Team meetings or Team activities, such technical specialists or other persons as may be reasonably

required to address a specific task, matter or subject. Each Party shall give its representatives on the Implementation Team direct access to those persons who have authority to make decisions on behalf of such Party and bind such Party, provided, however, where decisions must be escalated from the Implementation Team for resolution, such escalation shall occur within five (5) days. Within sixty (60) days from the execution of this Agreement, the Parties shall have conducted the first Team meeting and identified a schedule and procedures for the purpose of satisfying the objectives of this Article XVIII. Such procedures shall include the process by which issues shall be resolved by the Team. The Parties understand and agree that it is not possible, as of the date this Agreement is executed, to list or define all the needs, resources and capabilities that may be required to efficiently and effectively accomplish the objectives of this Agreement. It is the specific intent of the Parties that the Team created by this Article XVIII shall provide the flexibility that shall be required to allow this Agreement to dynamically adapt the relationship of the Parties as circumstances warrant or as otherwise required.

ARTICLE XIX GENERAL RESPONSIBILITIES OF THE PARTIES

19.1 Compliance with Implementation Schedule. Each of CBT and CLEC shall use its best efforts to comply with the Implementation Schedule.

19.2 Compliance with Applicable Law. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, decisions, injunctions, judgments, awards and decrees ("Applicable Laws") (not subject to an effective stay) that relate to its obligations under this Agreement.

19.3 Necessary Approvals. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

19.4 Environmental Hazards. Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

19.5 Forecasting Requirements.

19.5.1 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections necessary for traffic completion to and from all Customers in their respective designated service areas.

19.5.2 Thirty (30) days after the Effective Date, and every January and July thereafter during the term of this Agreement, each Party shall provide the other Party with a rolling, eighteen (18) calendar-month binding forecast of its traffic and volume requirements for the Interconnection and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Any underforecast by CLEC that is off by more than twenty percent (20%) will be considered a "Delaying Event". In the event of an overforecast by CLEC that is off by more than twenty percent (20%), and if CBT can demonstrate excess capacity it has placed in its network because of CLEC's overforecast, CBT shall be entitled to pursue a claim against CLEC for its losses resulting from such excess capacity. Notwithstanding Section 20.1.1, the Parties agree that each forecast provided under this Section 19.5.2 shall be deemed "Proprietary Information" under Article XX.

19.6 Certain Network Facilities. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 19.5.1 and 19.5.2. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

19.7 Traffic Management and Network Harm.

19.7.1 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public-switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

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

19.7.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public-switched network.

19.7.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

19.8 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least \$10,000,000 and worker's compensation insurance in accord with statutory limits. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

19.9 Labor Relations. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement. In the event of a labor dispute and to the extent permitted by Applicable Law, a Party shall attempt to minimize impairment of service to the other Party, but in any event, to the extent a given service is affected by a labor dispute, CBT shall treat all Customers of such service, including itself, its subsidiaries and affiliates, equally.

19.10 Good Faith Performance. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

19.11 Responsibility to Customers. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

19.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary facilities.

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

19.14 NXX Code Administration. Each Party is responsible for administering NXX codes assigned to it.

19.15 LERG Listings. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

19.16 LERG Use. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

19.17 Switch Programming. Each Party shall program and update its own Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

CBT will provide CLEC with a listing, and any future updates to:

- 1) Switch Network ID Information;
- 2) Local calling area data.

19.18 Transport Facilities. Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

ARTICLE XX PROPRIETARY INFORMATION

20.1 Definition of Proprietary Information.

20.1.1 "Proprietary Information" means:

- (a) all proprietary or confidential information of a Party or its affiliates (a "Disclosing Party") including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Performance Benchmarks), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation, including any and all information subject to any intellectual property rights of such Party, that is furnished or made available or otherwise disclosed to the other Party pursuant to this Agreement ("Receiving Party") and, if written, is marked "Confidential" or "Proprietary" or by other similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; and
- (b) any portion of any notes, analyses, data, compilations, studies, interpretations, programs, or other documents or works prepared by or on behalf of any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subsection (a) above (such portions of such notes, analyses, etc. referred to herein as "Derivative Information").

20.1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as "confidential", "proprietary", or other similar designation, but the failure to mark or otherwise designate any information described in this Section 20.1 as confidential or proprietary shall not affect its status as Proprietary Information. Provided, however, that the Receiving Party shall have no liability for disclosure of Proprietary Information prior to receiving notice that information which should be marked pursuant to Section 20.1.2 and that is not so marked as Proprietary Information. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable. If the Receiving Party disputes the designation of information as Proprietary Information, it may challenge such designation in any relevant proceeding, provided, that until a decision is rendered by a court or the Commission that such information is not Proprietary Information, the Receiving Party shall continue to treat such information as Proprietary Information.

20.1.3 Notwithstanding the requirements of this Article XX, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information ("CPNI") of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed "Proprietary Information" of that Party. A Party may only use CPNI consistent with the Act and the appropriate authorization from the Customer.

20.2 Disclosure and Use.

20.2.1 Each Receiving Party agrees that, from and after the Effective Date:

- (a) all such Proprietary Information communicated or discovered, whether before, on or after the Effective Date, in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided, that such Receiving Party shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- (b) it will not, and it will not permit any of its employees, contractors, consultants, agents or affiliates to disclose such Proprietary Information to any other third person;
- (c) it will disclose Proprietary Information only to those of its employees, contractors, consultants, agents and affiliates who have a need for it in connection with the use or provision of services required to fulfill this Agreement;
- (d) it will, and will cause each of its employees, contractors, consultants, agents and affiliates to use such Proprietary Information only to effectuate the terms and conditions of this Agreement and for no other purpose;
- (e) it will cause each of its affiliates to execute individual confidentiality agreements containing the same restrictions as this Article XX; and
- (f) it will, and will cause each of its employees, contractors, consultants, agents and affiliates, to use such Proprietary Information to create only that Derivative Information necessary for such Receiving Party's compliance with Applicable Law or its performance under the terms of this Agreement.

20.2.2 Any Receiving Party so disclosing Proprietary Information to its employees, contractors, consultants, agents or affiliates shall be responsible for any breach of this Agreement by any of its employees, contractors, consultants, agents or affiliates and such Receiving Party agrees to use its reasonable efforts to restrain its employees, contractors, consultants, agents or affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information and to assist the Disclosing Party in its efforts to protect such information from disclosure. Each Receiving Party

making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect.

20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 20.3 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

20.2.4 This Section 20.2 shall not apply to any Proprietary Information which the Receiving Party can establish to have:

- (a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- (b) become generally available to the public other than as a result of disclosure by a Receiving Party;
- (c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- (d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has used all commercially reasonable efforts to determine whether such third person has any such obligation; or
- (e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with this Article XX.

20.2.5 Except as expressly provided, nothing in this Article XX shall be construed as limiting the rights of either Party with respect to its customer information under any Applicable Law, including Section 222 of the Act.

20.3 Government Disclosure.

20.3.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information. Nothing herein shall prevent the Receiving Party from contesting the status of information as Proprietary Information so long as it is treated in such fashion until a decision is rendered that such information is not Proprietary Information as set forth in Section 20.1.2.

20.3.2 If a Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 20.3 with respect to all or part of such requirement.

20.3.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 20.3. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary Information, including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

20.4 Ownership.

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

20.4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the later of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

20.4.3 The Receiving Party may at any time either return to the Disclosing Party or, with the written consent of the Disclosing Party, destroy Proprietary Information.

20.4.4 If destroyed, all copies shall be destroyed and, upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

20.5 Equitable Relief. Each Party agrees that any breach by either Party or any of its Representatives of any provisions of this Article XX will cause immediate and irreparable injury to the other Party and that, in the event of such breach, the injured Party shall be entitled to seek

equitable relief, including injunctive relief and specific performance to enforce such provisions. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity. Each Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration, approval or appeal of this Agreement. Nothing herein shall prevent the Receiving Party from contesting the status of information as Proprietary Information so long as it is treated in such fashion until a decision is rendered that such information is not Proprietary Information as set forth in Section 20.1.2.

ARTICLE XXI TERM AND TERMINATION

21.1 Term. The initial term of this Agreement shall be two (2) years (the “Initial Term”) which shall commence on the Effective Date. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1) year periods (each, a “Renewal Term”) unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term; provided, however, that this Agreement shall continue in full force and effect until it is replaced by a superseding agreement or terminated at the end of the Transition Period as set forth in Section 21.4 below.

21.2 Renegotiation of Certain Terms.

21.2.1 Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within sixty (60) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions or the Commission does not issue its order, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date.

21.2.2 If this Agreement is renewed past the Initial Term, the wholesale discounts as set forth in the Pricing Schedule shall be subject to review and adjustment by the Commission upon the expiration of the Initial Term of this Agreement, unless the Parties are able to satisfactorily negotiate resale discounts to be applied during the Renewal Term(s). The Parties agree that the resale discount ultimately ordered by the Commission or negotiated by the Parties shall be retroactive to the expiration date of the Initial Term.

21.3 Default. When a Party believes that the other Party is in violation of a material term or condition of this Agreement (“Defaulting Party”), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 28.3 and it shall be resolved in accordance with the procedures established in Section 28.3.

21.4 Transitional Support.

21.4.1 In the event of the termination or expiration of this Agreement for any reason, each Party agrees to maintain the level and quality of services still being provided by it as of the date of termination or expiration of this Agreement ("Transition Date"), and to cooperate reasonably in an orderly and efficient transition to a successor provider.

21.4.2 Each Party agrees (i) to furnish services during a period for up to two hundred (200) days (or such longer period as may be agreed by the Parties) after the Transition Date ("Transition Period") on terms and conditions and at charges that are the same as those in effect upon the Transition Date, and (ii) to enter into an agreement with the other Party for a transition plan that specifies the nature, extent, and schedule of the services to be provided during such Transition Period. During the Transition Period, CBT and CLEC will cooperate in good faith to effect an orderly transition of service under this Agreement. CBT and CLEC agree to exercise their respective reasonable efforts to avoid or minimize service disruptions or degradation in services during such transition.

21.5 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses incurred or accrued prior to such expiration or termination, provided that such Party would be entitled to recover for such services or expenses under the provisions of this Agreement.

ARTICLE XXII DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XXIII CANCELLATION CHARGES

Except as set forth in this Agreement cancellation charges shall not be imposed upon, or payable by, either Party. However, if services are provided under a tariffed volume or term discount, then the applicable tariff termination liability shall apply.

ARTICLE XXIV SEVERABILITY

24.1 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. However, the Parties shall negotiate in good faith to amend this Agreement to replace, with enforceable language that reflects such intent as closely as possible, the unenforceable language and any provision that would be materially affected by vacation of the unenforceable language.

24.2 Non-Contravention of Laws. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

ARTICLE XXV INDEMNIFICATION

25.1 General Indemnity Rights. Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against

- (a) any Loss to a third person arising out of: the negligent acts or omissions, or willful misconduct or breach of a material term of this Agreement ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract; and provided, however, that, in cases where the Loss to the third person is caused in part by the Fault of the Indemnified Party, its employees, agents or subcontractors, the indemnity obligation shall be limited to the Indemnifying Party's proportionate Fault (it being specifically contemplated that in cases where each Party bears some degree of Fault, each Party is responsible for indemnifying the other with respect to the same Loss as to its proportionate Fault);
- (b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("Claims"), claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's communications;

- (c) any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

25.2 Intellectual Property Rights and Indemnification.

25.2.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party.

25.3 Environmental Contamination. . Neither Party shall in any event be liable to the other Party for any costs whatsoever resulting from the presence or release of any environmental hazard such Party did not cause or contribute to causing. Each Party shall, at the other Party's request, indemnify, defend, and hold harmless the other Party, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any environmental hazard that such Party, its contractors or agents caused in the work locations or (ii) the presence or release of any environmental hazard for which such Party is responsible under Applicable Law. In the event both Parties contribute to such environmental hazard, they shall each proportionately bear such liability.

25.4 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this Article XXV, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as the Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that the Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for

such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Article XX.

ARTICLE XXVI LIMITATION OF LIABILITY

26.1 Limited Responsibility.

26.1.1 Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its affiliates, authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, the other Party's affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an affiliate) providing a portion of a service, unless such Telecommunications Carrier is an authorized agent, subcontractor, or other retained by the party providing the service. Each Party shall be solely responsible to its own customers for any credits or waiver of charges required by the MTSS and the sole recourse for such credits or waiver of charges is in accordance with Section 17.2 of this Agreement.

26.1.2 CBT shall not be responsible for mistakes that appear in CBT's listings, 9-1-1 and information databases or for incorrect referrals of customers to CLEC for any ongoing CLEC services, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, CLEC shall indemnify and hold CBT harmless from any and all Losses incurred on account thereof by third parties (including CLEC's Customers or employees). Notwithstanding anything to the contrary contained herein, CBT's liability to CLEC and any third party for a claim or loss with respect to the provision of 9-1-1 Service shall be limited to the maximum extent permitted by Applicable Law.

26.2 Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's affiliates, agents, contractors or other persons acting in concert with it.

26.3 Damages. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "**Consequential Damages**"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Article XXV to indemnify, defend and hold the other Party harmless against any amounts payable to a third party.

26.4 Remedies.

26.4.1 The obligations of and the services offered by each Party under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, a Party may sue in equity for specific performance.

26.4.2 In the event CBT fails to switch a subscriber to CLEC service as requested through an CLEC service request, within the intervals agreed upon by the Parties, or in the event CLEC directs CBT to switch a subscriber without valid Customer authorization to do so, the continued provision of Telecommunications Services to such subscriber by the incorrect Party shall be deemed an improper change in subscriber carrier selection, commencing with the time at which CBT failed to switch such subscriber or CLEC improperly directed such change, as the case may be.

In such event, the unauthorized carrier Party shall reimburse the other Party in an amount equal to all charges due and owing by such subscriber for services provided from the time of such improper change in carrier selection to the time at which the correct selection is accomplished by CBT or within the agreed upon interval from the time proper direction by CLEC is provided to CBT, as the case may be.

26.4.3 All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement. Notwithstanding the foregoing, however, the Parties agree that the credits for performance standards failures contained in Section 17 are intended to act as liquidated damages and, if elected by CLEC, shall be deemed the exclusive remedy to compensate CLEC for CBT's failure to meet the particular performance standards at issue.

ARTICLE XXVII BILLING

27.1 Billing.

27.1.1 Each Party will bill all applicable charges, at the rates set forth herein, in the Pricing Schedule and as set forth in applicable tariffs or contracts referenced herein, for the services provided by that Party to the other Party in accordance with this Article XXVII.

27.1.2 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, each Party will be responsible and accountable for transmitting to the other Party an accurate and current bill. Each Party agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by the other Party.

27.1.3 CBT shall attempt to comply with OBF standards in its CRIS and CABS billing format.

27.1.4 CBT will assign a unique billing codes as agreed upon by the Implementation Team.

27.2 Recording. To the extent technically feasible, the Parties shall record all available call detail information associated with calls originated or terminated to the other Party, as specifically required herein.

27.3 Payment of Charges. Subject to the terms of this Agreement, a Party shall pay the other Party ("Billing Party") all undisputed amounts on or before the date ("Bill Due Date") which is thirty-one (31) calendar days after the bill date or by the next bill date, whichever is shortest. If the Bill Due Date is on a day other than a Business Day, payment will be due and the Bill Due Date shall be the next following Business Day. Payments shall be made in U.S. Dollars (i) via electronic funds transfer ("EFT") with immediately available funds to the other Party's bank account or (ii) in order to accommodate CLEC's existing payment arrangements with CBT and established credit rating, by check. To the extent that a Party (the "Paying Party") pays via EFT, within thirty (30) days of the Effective Date, the other Party shall provide the Paying Party the name and address of its bank, its account and routing number and to whom payments should be made payable. If such banking information changes, the other Party shall provide the Paying Party at least sixty (60) days' written notice of the change and such notice shall include the new banking information. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

27.4 Late Payment Charges. Except for Disputed Amounts, if a Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by a Party after the Bill Due Date, or if payment is not made by check that is currently dated and drawn on an account with sufficient available funds, then a late payment charge may be assessed as provided in Section 27.8.

27.5 Failure to Pay. If a Party fails to pay an undisputed amount by the Bill Due Date, in addition to exercising any other rights or remedies it may have under Applicable Law, the Billing Party may stop processing the Nonpaying Party's orders for services and unbundled network elements until such date that such undisputed amounts have been received by the Billing Party in immediately available funds.

27.6 Termination for Nonpayment Failure to pay all amounts due that are not Disputed Amounts, including late payment charges, within thirty (30) days of the Bill Due Date for such charges is a material violation of this agreement. The Agreement may be terminated by the Billing Party under the following conditions:

- (a) The Billing Party must provide written notice to the Nonpaying Party, with a copy to the Commission, of the amounts owed the Billing Party and that disconnection of service will occur if prompt payment of the undisputed past due balance is not paid within thirty (30) days of such notice.
- (b) If the Nonpaying Party fails to pay the amounts due that are not Disputed Amounts within 30 days of notification by the Billing Party, the Billing Party may terminate this Agreement and service to the Nonpaying Party.
- (c) In the event this Agreement is terminated for nonpayment, the Billing Party shall be entitled to payment of all amounts due from the Nonpaying Party in accordance with Section 21.5.

27.7 Adjustments.

27.7.1 As provided in this Agreement, a Party shall promptly reimburse (if paid) or credit (if invoiced, but not paid) the other Party for any charges that should not have been billed to the other Party as provided in this Agreement along with accrued interest on any reimbursed amounts as provided in Section 27.8. Such reimbursements or credits shall be set forth in the appropriate section of the invoice.

27.7.2 As provided in this Agreement, a Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("Underbilled Charges"); provided, however that, except as provided in Article XXVIII, the Billing Party shall not bill for Underbilled Charges which were incurred more than ninety (90) days prior to the date that the Billing Party transmits a bill for any Underbilled Charges. For purposes of charges received from another entity, they are deemed incurred when received by CBT but must be billed within 45 days from such date..

27.8 Interest on Unpaid or Overbilled Amounts. Except as otherwise provided elsewhere, any undisputed amounts not paid when due or any amounts paid that were paid as a result of a billing error, as the case may be, shall accrue interest from the date such amounts were due or received, as the case may be, at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily for the number of days from the Bill Due Date or date such overpayment was received until the date that payment or reimbursement, as the case may be, is actually received by the appropriate Party.

27.9 Single Point of Contact. CBT shall provide to CLEC a single point of contact, CBT's LEC-C, for handling any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

ARTICLE XXVIII DISPUTED AMOUNTS, AUDIT RIGHTS AND DISPUTE RESOLUTION

28.1 Disputed Amounts.

28.1.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges provided that such charges were paid. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

Notwithstanding the foregoing, except as provided in Section 28.2, a Party shall be entitled to dispute only those charges for which the Date was within the immediately preceding eighteen (18) months of the date on which the other Party received notice of such Disputed Amounts.

28.1.2 If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable late payment charges no later than the second Bill Due Date after the resolution of the Dispute. Accordingly, if a Non-Paying Party disputes charges and the dispute is resolved in favor of the Billing Party, the Non-Paying Party shall pay the Billing Party the amount of the Disputed Amounts and any associated late payment charges no later than the second Bill Due Date after the resolution of the Dispute. Late payment charges shall be assessed as set forth in Section 27.8.

28.1.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.1.4 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct payment of any or all Disputed Amounts (including any accrued interest) thereon or additional amounts awarded, plus applicable late fees, to be paid to either Party.

28.1.5 The Parties agree that all negotiations pursuant to this Section 28.1 shall remain confidential in accordance with Article XX and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.2 Audit Rights.

28.2.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement. Subject to the restrictions set forth in Article XX, a Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, data and other documents, as provided herein, one (1) time each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. The scope of the Audit shall be limited to the (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no Audit has been performed, the Effective Date) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit. Unless otherwise agreed upon by the Parties in writing, such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be conducted by one (1) or more auditor(s) mutually agreed upon by the Parties. The Parties shall select such auditor(s) by the thirtieth day following Audited Party's receipt of a written audit notice. The Auditing Party shall cause the auditor(s) to execute a nondisclosure agreement in a form agreed upon by the Parties.

28.2.2 Upon thirty (30) days written notice by CLEC to CBT, CLEC shall have the right through its authorized representative to conduct an Examination, during Normal Business Hours, of CBT records, accounts and processes which contain information related to the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the parties shall reasonably agree upon the scope of the Examination, the documents and processes to be reviewed, and the time, place and manner in which the Examination shall be performed. CBT agrees to provide support, including appropriate access to and use of CBT's facilities (e.g., conference rooms, telephones, copying machines and washrooms).

28.2.3 Except as set forth in Section 28.2.1, each Party shall bear its own expenses in connection with the conduct of any Audit or Examination. The reasonable cost of special data extractions required by CLEC to conduct the Audit or Examination will be paid for by CLEC. For purposes of this Section 28.1, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. Each Audit shall be conducted on the premises of Audited Party during Normal Business Hours. Audited Party shall cooperate fully in any such audit, providing the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing. No Party shall have access to the raw data of the other Party, but shall rely upon summaries or redacted documents provided by the independent auditor. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

28.2.4 If any Audit or Examination confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including refunding any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by Audited Party, immediately compensate Auditing Party for such undercharge. In each case, the amount shall be with interest at the lesser of one and one-half percent (1½%) per month and the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is received, as the case may be. Notwithstanding the foregoing, CLEC shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by CBT to CLEC within ten (10) months of the date such usage was incurred.

28.2.5 Any Disputes concerning audit results shall be referred to the Parties' designated personnel responsible for informal resolution. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that one additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 28.2.1. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth in Section 28.3.

28.2.6 This Section 28.2 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

28.3 Dispute Escalation and Resolution.

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 28.3.

28.3.1 In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. The Parties shall attempt in good faith to address any default or resolve any Dispute by applying the appropriate rules, guidelines or regulations of the Commission. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, or if a Party fails to appoint a designated representative within said thirty (30) days, a Party or the other Party, as appropriate, may pursue all available remedies in the event there is no satisfactory resolution pursuant to this Section 28.3.1.

28.3.2 The Parties agree that any Dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve as set forth in Section 28.3.1, may be submitted to the Commission for resolution by complaint case. The Parties agree to seek expedited resolution by the Commission, and, unless otherwise agreed, shall seek such resolution no later than sixty (60) days from the date of submission of such dispute to the Parties' designated representatives. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of all fees and expenses so incurred. During the Commission proceeding, each Party shall continue to perform its obligations under this Agreement, unless otherwise ordered by the Commission. A Party may pursue any available remedies in the event there is no satisfactory resolution pursuant to this Section 28.3.2.

28.3.3 In no event shall the Parties permit the pending of a Dispute or other proceeding to disrupt service to any CLEC Customer or CBT Customer.

28.4 Equitable Relief. Notwithstanding the foregoing, this Article XXVIII shall not be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this Article XXVIII.

ARTICLE XXIX REGULATORY APPROVAL

29.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party specifically reserves its right to judicial review of this Agreement under Section 252(e)(6) of the Act, or any other available remedy at law or equity. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and any provisions that would be materially affected by deletion of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act, including challenging the validity of any portion of the Act or an FCC or Commission rule, order, Guideline or other determination made pursuant to the Act, or the application by CBT for suspension or modification of portions of the Act or rules pursuant to Section 251(f)(2) of the Act. In the event CBT obtains a suspension or modification of any portion of the Act or rules thereunder pursuant to Section 251(f)(2) of the Act, the Parties shall negotiate as necessary to incorporate the applicable terms and conditions of such suspension or modification and the Parties agree to negotiate as necessary in order to clarify the application of such suspension or modification to the terms of into this Agreement.

29.2 Tariffs. If either Party is required by any governmental authority to file a tariff or make another similar filing to implement any provision of this Agreement (other than a tariff filed by a Party that generally relates to one or more services provided under this Agreement but not specifically to the other Party), such Party shall take all steps reasonably necessary to ensure that such tariff or other filing imposes obligations upon such Party that are as close as possible to those provided in this Agreement and preserves for such other Party the full benefit of the rights otherwise provided in this Agreement. If, subsequent to the effective date of any such tariff, a Party is no longer required to file tariffs with the Commission or the FCC, either generally or for specific services, the Parties agree to modify this Agreement to reflect herein the relevant and consistent terms and conditions of such tariffs as of the date on which the requirement to file such tariffs was lifted. Nothing in this Section 29.2 shall be construed to grant a Party any right to review any tariff filing of the other Party other than as provided under Applicable Law.

29.3 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based in part on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment to the Act, or any effective legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185, and CS Docket No. 96-166, or any applicable Commission rule, Local Service Guideline, order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an "Amendment to the Act"), either Party may, by providing written notice to the other Party require that any provision that would be materially affected by the Amendment to the Act be renegotiated in good faith and this Agreement be amended accordingly to reflect each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any

rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

29.4 Regulatory Changes. If any legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in Section 29.3) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days written notice to the other Party (delivered not later than thirty (30) days following the date on which such action has become legally binding), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

29.5 Interim Rates. If the rates, charges and prices set forth in this Agreement are "interim rates" established by the Commission or the FCC, the Parties agree to replace such interim rates with the rates, charges or prices later established by the Commission or the FCC pursuant to the pricing standards of Section 252 of the Act and such rates, charges and prices shall be effective as determined by the Commission or the FCC.

ARTICLE XXX REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from CBT to CLEC, or from CLEC to CBT, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to both the other Party and the Customer, for a period consistent with the Minimum Telephone Service Standards ("MTSS"), i.e., "... ninety (90) days for all customers." However, if either Party provides Referral Announcements for a period longer than the above period when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party. Business customers will receive referral service for main listed telephone numbers. Additional numbers can be referred at an additional charge.

ARTICLE XXXI MISCELLANEOUS

31.1 Authorization.

31.1.1 Cincinnati Bell Telephone Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

31.1.2 CLEC Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC company represents and warrants to CBT that it has been certified as a LEC by the Commission and is authorized to provide,

within the areas where it intends to provide services pursuant to this Agreement in the State of Ohio, the services it has contracted to provide herein.

31.2 Designation of Affiliate.

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

31.2.2 All of the benefits to be provided hereunder for CBT or CLEC, as the case may be, will be provided to that Party's affiliates if and to the extent that a Party desires to conduct all or part of its respective business operations contemplated hereunder through affiliates.

31.3 **Subcontracting.** Except as provided in Section 12.9, either Party may subcontract the performance of its obligation under this Agreement without the prior written consent of the other Party; provided, however, that the Party subcontracting such obligation shall remain fully responsible for the performance of such obligation and be solely responsible for payments due its subcontractors.

31.4 **Independent Contractor.** Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

31.5 **Force Majeure.** Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement (other than obligations to make money payments, reimbursements or issue credits) resulting from any cause beyond the reasonable control of such Party, including acts of nature, acts of God, acts of civil or military authority, any law, order, regulation or ordinance of any government or legal body, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, or unusually severe weather. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof and/or be excused from such performance (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform

with dispatch once the causes are removed or cease. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay and by a reasonable amount of time required to reconstruct network infrastructure or of the components thereof. Upon the elimination of the delaying condition and to the extent the delaying condition was equally applicable to its own operations, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by CBT caused by the force majeure event, CBT agrees to resume performance in a nondiscriminatory manner, and CBT agrees not to favor its own restoration of Telecommunications Services above that of CLEC.

31.6 Governing Law.

This Agreement shall be governed by and construed in accordance with the Act, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Ohio shall govern, without reference to its conflict of law provisions.

31.7 Taxes.

31.7.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. To the extent that a Party includes gross receipts taxes in any of the charges or rates of services provided hereunder, no additional gross receipts taxes shall be levied against or upon the purchasing Party.

31.7.2 The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party by reason of such contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

31.8 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the other Party; provided that each Party may assign or transfer this Agreement to an affiliate in accordance with Section 31.2 by providing prior written notice to the other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law or the terms and conditions of this Agreement. No assignment or delegation

hereof should relieve the assignor of its obligation under this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns and the assigning Party will remain liable for the performance of any assignee.

31.9 Non-Waiver. No waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a general waiver or relinquishment of such term, condition, right or privilege.

31.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy, with a confirmation copy sent by a method described in (a), (b) or (c) of this Section 31.10, to the following addresses of the Parties:

To CLEC:

KMC Data, LLC
Brian Murdoch
Director – Carrier Management
5300 Oakbrook Parkway, Suite 330
Norcross, GA 30093
Facsimile: (678) 387-2791
Email: Brian.Murdoch@hypercube-llc.com

To CBT:

Cincinnati Bell Telephone Company
221 E. Fourth Street, 121-850
P.O. Box 2301
Cincinnati, Ohio 45202-2301
Attn: Vice President & General Manager - Carrier Services
Facsimile: (513) 241-8735

with a copy to:

Cincinnati Bell Telephone Company
221 E. Fourth Street, 103-1290
Cincinnati, Ohio 45202-2301
Attn: General Counsel
Facsimile: (513) 397-9557

or to such other address as either Party shall designate by proper notice. Actual notice will be required in order to commence any time periods in this Agreement which require notice to the other Party.

31.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other materials without such Party's prior written consent, except as permitted by Applicable Law. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

31.12 Nonexclusive Dealings. This Agreement does not prevent either Party from providing to or purchasing services from any other person nor does it obligate either Party to purchase any services from the other Party.

31.13 Section 252(i) Obligations.

31.13.1 The Parties shall comply with their respective obligations under Section 252(i) of the Act.

31.14 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute one Party as the legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party, unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

31.15 No License. No license under patents, copyrights, trademarks, trade secrets or any Intellectual Property right (other than the limited license to use same consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

31.16 Survival. The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement, including Articles XX, XXI, XXIII, XXV and XXVI

and Sections 3.8.4, 4.7.1.1, 4.7.1.2, 6.5, 10.11.3, 12.5, 16.16, 16.18, 28.1, 28.2, 28.3, 31.7, 31.11 and 31.14.

31.17 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

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

31.19 Reservation of Rights. The Parties acknowledge that certain terms of this Agreement were established by order of the Commission. The terms of this Agreement may be altered or abrogated by a successful challenge instituted under applicable law before or after the Agreement has been approved pursuant to 47 U.S.C. §252(e)(1) or has been deemed approved by operation of law pursuant to 47 U.S.C. §252(e)(4). By signing this Agreement, a Party does not waive its right to pursue such a challenge.

31.20 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariff provisions referenced herein and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

23RD IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this day of JULY, 2007.

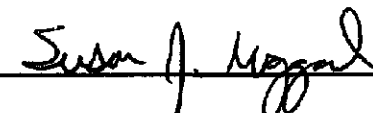
KMC Data, LLC

By: 

Printed: Brian Murdoch

Title: Director – Carrier Management

CINCINNATI BELL TELEPHONE
COMPANY LLC

By: 

Printed: Susan J. Maggard

Title: Vice President & General Manager
- Carrier Services

SCHEDULE 1.2

DEFINITIONS

"9-1-1" means the services described in Section 3.8.

"Acceptance Testing" shall be defined as the joint testing between CBT's technician and CLEC's designated test representative for the purpose of verifying Continuity.

"Access Toll Connecting Trunks" is as defined in Section 5.1.

"Act" means the Communications Act of 1934 (47 U.S.C. § 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules, regulations and applicable orders of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

"Advanced Intelligent Network" or "AIN" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling in order to enable carriers to offer advanced features and services.

"Affiliate" is as defined by the Act.

"AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

"Applicable Laws" is as defined in Section 19.2.

"As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"Automatic Location Identification" or "ALI" means a feature by which the service address associated with the calling party's listed telephone number identified by ANI, as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's, including secondary locations and off-premise extensions, will be identified with the service address of the calling party's listed number.

“Automatic Number Identification” or “ANI” means a multifrequency or CCS7 Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to E9-1-1, “ANI” means a feature by which the calling party’s telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display.

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

“Bellcore” means Bell Communications Research, Inc.

“Bill Date” means the date that a bill is issued by a Party.

“Binder” or “Binder Group” means copper pairs bundled together in a cable, generally in groups of 25, 50 or 100.

“BLV/BLVI Traffic” means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer’s Telephone Exchange Service line.

“Business Day” means Monday through Friday excluding the following holidays: New Years Day (or closest weekday), President’s Day, Good Friday, Memorial Day, Independence Day (or closest weekday), Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day (or closest weekday).

“Bona Fide Request” means the process described on Schedule 2.2.

“Calling Party Number” or “CPN” is a Common Channel Interoffice Signaling (“CCIS”) parameter which refers to the number transmitted through a network identifying the calling party.

“Carrier of Record” is as defined in Section 10.11.3.

“CABS” means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

“CCS” means one hundred (100) call seconds.

“Central Office Switch” means a switch used to provide Telecommunications Services, including:

(a) **“End Office Switches,”** which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; and

(b) **"Tandem Office Switches" or "Tandems,"** which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

"Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses Central Office switching equipment for call routing to handle direct dialing of calls and to provide many private branch exchange-like features.

"CLASS Features" means certain CCIS-based features available to Customers, including: Automatic Call Back; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

"CLEC Directory Customer" is as defined in Section 15.1.

"COBO" is as defined in Section 12.12.4.5.

"Collocation" is As Described in the Act.

"Combination" is as defined in Section 9.3.

"Commercial Mobile Radio Service" or "CMRS" is As Defined in the Act.

"Commingling" means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from CBT, or the combining of an unbundled network element, or a combination of unbundled network elements, with one or more such facilities or services. Commingling means the act of commingling.

"Commission" or "PUCO" means the Public Utilities Commission of Ohio.

"Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System 7 (SS7).

A **"Conditioned Loop"** is a copper loop from which load coils, bridge taps, low-pass filters, range extenders, and similar devices that carriers use to improve voice transmission capability have been removed. A conditioned copper loop 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).

"Continuity" shall be defined as a single, uninterrupted path along a circuit, from the demarcation point at the customer premises to the horizontal side of the Main Distribution Frame (MDF).

“Contract Month” means a calendar month (or portion thereof) during the term of this Agreement. Contract Month 1 shall commence on the first day of the first calendar month following the Effective Date and end on the last day of that calendar month.

“Contract Year” means a twelve (12)-month period during the term of this Agreement commencing on the Effective Date and each anniversary thereof.

“Control Office” means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing, feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

“Co-Carrier Cross Connection” means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel in the same building as the Collocation space between (i) the collocated Party’s equipment and (ii) the equipment of a third-party collocated Telecommunications Carrier or the equipment or facilities of the other Party which provides such Collocation.

“Customer” means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

“Customer Listing(s)” means a list containing the names, the telephone numbers, addresses and zip codes of Customers within a defined geographical area, except to the extent such Customers have requested not to be listed in a directory.

“Customer Name and Address Information” or **“CNA”** means the name, service address and telephone numbers of a Party’s Customers for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

“Customer Proprietary Network Information” or **“CPNI”** is As Defined in the Act.

“Customer Usage Data” is as defined in Section 10.16.1.

“Dark Fiber” is defined as unused fiber through which no light is transmitted, or installed fiber optic cable not carrying a signal. It is “dark” because it is sold without light communications transmission. The carrier leasing the fiber is expected to put its own electronics and signals on the fiber and make it “light”.

“Data Management System” or **“DMS”** means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing (“SR”) and ALI features.

“Delaying Event” means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including the Implementation Schedule), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor; (b) any

underforecast by CLEC for Network Elements or Interconnection trunks that is off by more than twenty percent (20%) or (c) any Force Majeure Event.

"Delivery Date" is as defined in Sections 12.12.5 and 12.14.3.

"Deployment practices" refer to practices addressing how an advanced services technology is deployed in a manner that safeguards spectrum compatibility, and to guidelines for choosing among technologies where they conflict with each other.

"Derivative Information" is as defined in Section 20.1.1(b).

"Dialing Parity" is As Defined in the Act.

"Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" or "DS0" means the 64 kbps zero-level signal in the time-division multiplex hierarchy.

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

"Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

"Digital Subscriber Line Access Multiplexer" ("DSLAM") is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

"Directory Listings" refers to subscriber information, including but not limited to name, address and phone numbers, that is published in any media, including but not limited to traditional white/yellow page directories, specialty directories, CD ROM and other electronic formats.

"Disclosing Party" is as defined in Section 20.1.1.

"Dispute" is as defined in Section 28.3

"Disputed Amounts" is as defined in Section 28.1.1.

“Documentation of Authorization” is as defined in Schedule 10.11.1.

“Emergency Services” mean police, fire, ambulance, rescue and medical services.

“Enhanced Extended Link” or **“EEL”** is defined as combinations of loop and transport unbundled network elements.

“Enhanced 9-1-1 (E9-1-1) Service” or **“E9-1-1”** provides completion of 9-1-1 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).

“equal in quality” is as defined in Section 3.5.

“Exchange Access” is As Defined in the Act.

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

“Exchange Message Record” or **“EMR”** means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

“FCC” means the Federal Communications Commission.

“Fiber-Based Collocator” means any carrier, unaffiliated with CBT, that maintains a collocation arrangement in a CBT wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the CBT wire center premises; and (3) is owned by a party other than the CBT or any affiliate of CBT, except as set forth in this paragraph. Dark fiber obtained from CBT on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator.

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

“Force Majeure Event” is as defined in Section 31.5.

“Grandfathered Services” is as defined in Section 10.3.1.

“Hazardous Substances” is as defined in Section 19.4.

“HDSL” or **“High-Bit Rate Digital Subscriber Line”** means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1

Quartenary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octal ("3B1O").

"High Frequency Portion of the Loop" or ("HFPL") is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The voice band frequency range of the spectrum is typically between 300 to 3,000 Hertz and possibly up to 3,400 Hertz depending upon equipment and facilities.

"Implementation Team" is as defined in ARTICLE XVIII.

"Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.

"Information Access Traffic" is defined in FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68, Paragraph 44, released on April 27, 2001 and includes exchange services used for Information Access Traffic.

"Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

"Initial Billing Company" or "IBC" means the Local Exchange Carrier which provides the Feature Group B or D services in a Switching Center. For purposes of this Agreement, CLEC is the IBC.

"Initial Term" is as defined in Section 21.1.

"Inside Wire" means all loop plant owned by CBT on end-user customer premises as far as the point of demarcation, including the loop plant near the end-user customer premises.

"Insufficient Capacity" is as defined in Section 16.1.2

"Integrated Digital Loop Carrier" means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the Central Office Switch at a DS1 level.

"Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

"Intellectual Property" means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

"Interconnection" is As Defined in the Act.

"Interconnection Activation Date" is as defined in Section 2.1.

"Interconnection Point" is as defined in Section 3.2.2.

“Interexchange Carrier” or “IXC” means a carrier that provides interLATA or intraLATA Telephone Toll Services.

“InterLATA” is As Defined in the Act.

“IntraLATA Toll Traffic” means all IntraLATA calls other than Local Traffic and ISP traffic.

“Known Disturber” is an advanced services technology that is prone to cause significant interference with other services deployed in the network.

“Line Conditioning” means the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such services include but are not limited to, bridge taps, low pass filters, and range extenders.

“Line Information Data Base(s)” or “LIDB” means one or all, as the context may require, of the Line Information Data Bases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

“Listing Update(s)” means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to CLEC without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from CLEC to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

“Local Access and Transport Area” or “LATA” is As Defined in the Act.

“Local Exchange Carrier” or “LEC” is As Defined in the Act.

“Local Interconnection Trunks/Trunk Groups” means equipment and facilities that provide for the termination of Local Traffic, Information Access Traffic and IntraLATA Toll traffic.

“Local Loop ” or “Loop” is defined as a transmission facility between a distribution frame (or its equivalent) in CBT's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by CBT. The local loop network element

includes all features, functions, and capabilities of such transmission facility, including the Network Interface Device. Those features, functions, and capabilities include, but are 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 includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.

"Local Number Portability" or "LNP" means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

"Local Traffic" means (1) telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access or exchange services for such access; or (2) telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. § 24.202(a).

"Logical Trunk Group" means the total group or groups of individual interconnection trunks which deliver traffic from one Central Office Switch/Switching Center to another.

"Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

"Main Distribution Frame" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

"Make-Ready Work" means all work, including rearrangement or transfer of existing facilities or other changes required to accommodate CLEC's Attachments.

"MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

"Meet-Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

"Mobile Wireless Service" means any mobile wireless telecommunications service, including any commercial mobile radio service.

"MTSS" refers to the Minimum Telephone Service Standards as contained in Chapter 4901:1-5, Ohio Administrative Code, as it may be amended from time to time.

“Multiple Bill/ Multiple Tariff” means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access service.

“Network Element” is As Defined in the Act.

“Network Interface Device” or **“NID”** network element is defined as any means of interconnection of end-user customer premises wiring to CBT’s distribution plant, such as a cross connect device used for that purpose. This includes all features, functions and capabilities of the facilities used to connect the loop to the premises wiring, regardless of the particular design of the NID mechanism.

A **“non-standard xDSL-based technology”** is a loop technology that is not presumed acceptable for deployment.

“Normal Business Hours” means 8:00 a.m. to 5:00 p.m., EST/EDT on Business Days.

“North American Numbering Plan” or **“NANP”** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

“Number Portability” is As Defined in the Act.

“NXX” means the three-digit code which appears as the first three digits of a seven-digit telephone number.

“OBF” means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

“Occupancy Date” is as defined in Section 12.12.10.

“Optical Line Terminating Multiplexer” or **“OLTM”** is as defined in Section 3.3.

“Party” means either CBT or CLEC, and **“Parties”** means CBT and CLEC.

“Percent Local Usage” or **“PLU”** means a calculation representing the ratio of the minutes of Local Traffic and Information Access Traffic to the sum of the minutes of Local Traffic and Information Access Traffic plus the minutes of IntraLATA Toll Traffic sent over Local Interconnection Trunks. PLU does not include directory assistance, BLV/BLVI Traffic, Information Service Traffic, Transit Calls and Exchange Access calls.

“Physical Collocation” is as defined in the Act.

“PIC” means primary Interexchange Carrier.

“Premises” is As Defined in the Act.

"Presumed acceptable for deployment" is a loop technology that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

"Primary Listing" means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available line among a series of lines shall be considered a single Customer entitled to a single primary listing.

"Proof of Continuity" shall be determined by performing a physical fault test from the demarcation point to the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

"Proprietary Information" is as defined in Section 20.1.1.

"Public Safety Answering Point" or "PSAP" means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

"Publisher" means CBT's White Pages Directories publisher.

"Rate Center" means the specific geographic point which has been designated by a given LEC as being associated with one or more NPA-NXX codes which have been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the boundaries of an Exchange Area as defined by the Commission.

"Receiving Party" is as defined in Section 20.1.1.

"Reciprocal Compensation" is As Described in the Act.

"Referral Announcement" is as defined in Article XXX.

"Renewal Term" is as defined in Section 21.1.

"Resale Listing(s)" means a list containing the names, the telephone numbers, addresses and zip codes of Customers of CLEC within the defined geographic area, except to the extent such Customers of CLEC have requested not to be listed in a directory.

“Resale Services” is as defined in Section 10.3.

“Resale Tariff” is as defined in Section 10.11.2.

“Routing Point” means a location which an LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the **“RP Practice”**), the Routing Point (referred to as the **“Rating Point”** in such RP Practice) may be an End Office Switch location, or a **“LEC Consortium Point of Interconnection.”** Pursuant to such RP Practice, each **“LEC Consortium Point of Interconnection”** shall be designated by a common language location identifier (CLLI) code with (x)MD in positions 9, 10 and 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

“Selective Routing” or **“SR”** means an E9-1-1 feature that routes an E9-1-1 call from a Control Office to the designated Primary PSAP based upon the identified number of the calling party.

“Service Agency” means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E9-1-1 Telecommunications Service for the purpose of voice-reporting emergencies by the public.

“Service Control Point” or **“SCP”** is As Defined in the Act.

“Service Line” means a telecommunications link from the Central Office terminating at the PSAP.

“Shared Tenant Service Agreement” means the provision of centralized Telecommunications Services to tenants within the same building or a complex of buildings.

“Signaling End Point” or **“SEP”** means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

“Signal Transfer Point” or **“STP”** is As Defined in the Act.

“Significantly degrade” means an action that noticeably impairs a service from a user’s perspective.

“Spectrum compatibility” means that energy that transfers into a loop pair, from services and transmission system technologies on other pairs in the same cable, does not cause an unacceptable degradation of performance.

"Spectrum management" refers to loop plant administration, such as binder group management and other deployment practices that are designed to result in spectrum compatibility, preventing harmful interference between services and technologies that use pairs in the same cable.

A **"Splitter"** is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

"Subloop" is a network element defined as any portion of the loop that is technically feasible to access at terminals in CBT's outside plant, including 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 points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder distribution interface. Access to the subloop is subject to the Commission's collocation rules at §§ 51.321-323.

"Subsequent Billing Company" or "SBC" means the Local Exchange Carrier which provides a segment of transport or switching services in connection with Feature Group B or D switched access service. For purposes of this Agreement, CBT is initially the SBC.

"Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

"Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

"Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

"Switching Center" serves as a Routing Point for Switched Exchange Access and Interconnection Access Service.

"Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

"Technical Reference Schedule" is the list of technical references set forth in Schedule 2.3.

"Technically Feasible Point" is As Described in the Act.

“Telecommunications” is As Defined in the Act.

“Telecommunications Act” means the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

“Telecommunications Assistance Program” means any means-tested or subsidized Telecommunications Service offering, including Lifeline, that is offered only to a specific category of subscribers.

“Telecommunications Carrier” is As Defined in the Act.

“Telecommunications Service” is As Defined in the Act.

“Telephone Exchange Service” is As Defined in the Act.

“Telephone Relay Service” means a service provided to speech-and hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and then type the message recipient's response to the speech-or hearing-impaired caller.

“Telephone Toll Service” is As Defined in the Act.

The **“Triennial Review Order”** or **“TRO”** means the Federal Communication Commission's Report and Order and Order on Remand and Further Notice of Proposed Rulemaking in CC Docket Nos. 01-338, 96-98, and 98-147, adopted February 20, 2003, released August 21, 2003 and effective October 2, 2003.

The **“Triennial Review Remand Order”** means the Commission's Order on Remand in CC Docket Nos. 01-338 and 04-313 (released February 4, 2005).

“Unauthorized Switching” is as defined in Section 10.11.2.

“Virtual Collocation” is As Defined in the Act.

“Wholesale Resale Services” is as defined in Section 10.1.

“Wire Center” means the Premises of a Party at which all Customer Loops within a defined geographic area are converged. Such Loops may be served by one (1) or more Central Office Switches within such Premises. The Wire Center serves as a Routing Point for Switched Exchange Access Service.

“Withdrawn Services” is as defined in Section 10.3.2. In CBT terminology, Withdrawn Services means Grandfathered and Scheduled to be Withdrawn.

“xDSL Capable Loop” is a loop that a CLEC may use to deploy xDSL technologies.

SCHEDULE 2.1
IMPLEMENTATION SCHEDULE
OHIO

1. Interconnection

LATA	CBT Interconnection Point	CLEC Interconnection Point	Interconnection Activation Date
922	CNCNOHWS03T	TBD	TBD

SCHEDULE 2.2

BONA FIDE REQUEST PROCESS

1. Any request for Interconnection, services or access to any Network Element(s) that is not already available as described herein shall be treated as a Request under this Schedule.
2. CBT shall use this Schedule to determine technical feasibility of the requested Interconnection, services or Network Element(s) and, for those items that are technically feasible, to provide the terms and timetable for providing the requested items.
3. A Request shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested service, network element or interconnection; (b) the desired interface specifications; (c) a statement that the interconnection, service or network element will be used to provide a telecommunications service; (d) the quantity requested; and (e) the location(s) requested.
4. Within three (3) Business Days of receipt of Request, CBT shall acknowledge its receipt and shall have completed its review of the Request for initial compliance with Section 3 above. In its written acknowledgment, CBT shall advise CLEC of any missing information reasonably required in order for CBT to complete its preliminary analysis of the Request described in Section 5 below.
5. Unless otherwise agreed to in writing by the Parties, within fifteen (15) Business Days of its receipt of the Request, CBT shall provide CLEC a preliminary analysis of the Request. The preliminary analysis shall specify whether or not the requested interconnection, service or network element described in the Request is technically feasible and whether or not CBT believes it is required to provide such Request pursuant to the Telecommunications Act of 1996. Such preliminary analysis shall be in writing and set forth the basis for CBT's conclusions.
6. Unless otherwise agreed to by the Parties, as soon as feasible, but not more than thirty (30) days after CBT notifies CLEC that the Request is technically feasible, CBT shall provide CLEC a firm price quote and availability date for such development ("**Bona Fide Request Quote**"). For Bona Fide Requests that involve either: (i) combinations of standard offerings or (ii) individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements ("**Standard BFR Request**"), for CBT retail Customers, CBT shall provide a Bona Fide Request Quote within such thirty (30)-day period. For all other Bona Fide Requests ("**Non-standard BFR Request**"), CBT shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than ninety (90) days from the date CBT notifies CLEC that the Request is technically feasible. The Bona Fide Request Quote provided by CBT to CLEC shall include, at CLEC's option, either (a) the applicable rates (recurring and nonrecurring) of the requested Interconnection, Network Element, Combination or Customized feature, capability or functionality, which rates shall include the reasonable amortized costs of development of such Interconnection, Network Element, Combination or customized feature, capability or functionality or (b) the reasonable costs of development of the Interconnection, Network Element, Combination or customized feature, capability or functionality listed as a

separate charge and the applicable rates (recurring or nonrecurring for such Interconnection, Combination or customized feature, capability or functionality.

7. Within thirty (30) Business Days of its receipt of the Request quote, CLEC must confirm its order, cancel its Request, or seek remedy under the Dispute Resolution section of the Agreement.

8. CBT will utilize information from previously developed BFRs to address similar arrangements in order to attempt to shorten the response times for the currently requested BFR.

9. In the event of a dispute under this Schedule, the Parties agree to seek expedited Commission resolution of the dispute, with a request to the Commission that the Commission resolve any pricing or provisioning dispute within thirty (30) days of CBT's response to CLEC's BFR.

10. CLEC may cancel its bona fide request at any time. However, if CLEC cancels its bona fide request order after it confirms its order, CLEC shall pay the reasonable and demonstrable cost of processing and/or implementing the bona fide request up to the date of cancellation.

SCHEDULE 2.3

TECHNICAL REFERENCE SCHEDULE

The technical references listed in this schedule represent practices, procedures, service specifications, and equipment specifications related to various telecommunications services, network elements, and other equipment. This list is not intended to be all inclusive.

Some of the Technical References contained herein represent technical specifications intended for manufacturers and developers of hardware and software related to the Telecommunications Industry. As such, they do not apply directly to CBT.

CBT deploys in its network commercially available hardware and software. CBT makes a reasonable attempt to assure that such hardware and software comply with industry standards but makes no guarantee of compliance.

CBT may not have available all of the options indicated in the references contained herein.

Unbundled Network Elements

Unbundled Loop Transmission

ANSI T1.413-1995 Specifications

ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification
Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines

ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy - Electrical Interfaces

ANSI T1E1 Committee Technical report Number 28

Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7

Bellcore TR-TSY-000008 Digital Interface Between the SLC Digital Loop Carrier System and Local Digital Switch, Issue 2, August 1987

Bellcore TR-TSY-000673, Operation System Interface for an IDLC System (LSSGR)

FSD 20-02-2100, Issue 1, September 1989

Bellcore Integrated Digital Loop Carrier System General Requirements, Objectives and Interface, GR 303-CORE, Issue 1, September 1995

Local Switching

Bellcore FR-NWT-000064 (Local Switching Systems General Requirements)

Bellcore GR-1432-CORE (TCAP)

Bellcore GR-905-CORE (ISUP)

Bellcore GR-1429-CORE (Call Management)

Bellcore GR-1357-CORE (Switched Fractional DS1)

Bellcore GR-1428-CORE (Toll Free Service)

Bellcore GR-1597-CORE (Calling Name)
 Bellcore GR-954-CORE (Line Information Database)
 Bellcore GR-2863-CORE (Advanced Intelligent Network)
 GR-1298-CORE, AIN Switching System Generic Requirements
 GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements
 TR-NWT-001284, AIN 0.1 Switching System Generic Requirements
 SR-NWT-002247, AIN Release 1 Update
 ANSI standards Q.931, Q.932
 Bellcore TR-NWT-08
 Bellcore TR-NWT-303
 TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines

Dedicated and Shared Transport

ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability
 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces
 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats
 ANSI T1.105.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Automatic Protection Switching
 ANSI T1.105.02-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Payload Mappings
 ANSI T1.105.03-1994, American National Standard for Telecommunications-Synchronous Optical Network (SONET) - Jitter at Network Interfaces
 ANSI T1.105.03a-1995, American National Standard for Telecommunications-Synchronous Optical Network (SONET) - Jitter at Network Interfaces -DS1 Supplement
 ANSI T1.105.04-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures
 ANSI T1.105.05-1994, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Tandem Connection
 ANSI T1.105.06-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Physical Layer Specifications
 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode)
 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications
 ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications)
 ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications
 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach)

ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications

ANSI T1.119.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment

ANSI T1.119.02-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment

ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring

ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification

Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance

Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria

Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)

Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access

Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991

Signaling Transfer Points ("STP"s)

Bellcore GR-82-CORE, Signal Transfer Point Generic Requirements

ANSI T1.111.2

ANSI T1.111.3

ANSI T1.111.4

ANSI T1.112

ANSI T1.112.4

ANSI T1.118

ANSI T1.111.6

ANSI T1.112.5

GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN)

GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN)

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)

ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement

ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)
ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks
ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)
ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)
Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

Service Control Points (SCPs)/Call-Related Databases

GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1995)
GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994)
GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995)
GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149)
GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995)
GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995)
GR-1280-CORE, AIN Service Control Point (SCP) Generic Requirements

Tandem Switching

Bellcore TR-TSY-000540, Issue 2R2, Tandem Supplement, 6/1/90
GR-905-CORE
GR-1429-CORE
GR-2863-CORE
GR-2902-CORE

Performance Standards

Bellcore FR-64, LATA Switching Systems Generic Requirements (LSSGR)
Bellcore TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements (TSGR): Common Requirements
Bellcore TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems

Bellcore TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop Carriers Systems
Bellcore TR-NWT-000507, Issue 5, December 1993, LSSGR - Transmission, Section 7
Bellcore TR-TSY-000511, Issue 2, July 1987, Service Standards, a Module (Section 11) of LATA Switching Systems Generic Requirements (LSSGR, FR-NWT-000064)
Bellcore TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines
Bellcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems
GR-303-CORE, Issue 1, September 1995, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface
Bellcore TR-NWT-000505, Issue 3, May 1991, LSSGR Section 5, Call Processing
Bellcore LSSGR TR-TSY-000511
Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria
ANSI T1.105-1995
ANSI T1.512-1994 Network Performance - Point-to-Point Voice-Grade Special Access Network Voiceband Data Transmission Objectives

Network Interface Device

Bellcore Technical Advisory TA-TSY-000120, "Customer Premises or Network Ground Wire"
Bellcore Generic Requirement GR-49-CORE, "Generic Requirements for Outdoor Telephone Network Interface Devices"
Bellcore Technical Requirement TR-NWT-00239, "Indoor Telephone Network Interfaces"
Bellcore Technical Requirement TR-NWT-000937, "Generic Requirements for Outdoor and Indoor Building Entrance"

Interconnection

Trunking Interconnection

GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994
GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994
FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition
ANSI T1.111
ANSI T1.112
ANSI T1.113
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service
 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services
 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)
 ANSI T1.110-1992, American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
 ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)
 ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement
 ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)
 ANSI T1.113-1995, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part
 ANSI T1.114-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP)
 ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks
 ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)
 ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)
 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)
 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service
 Bellcore Standard FR-NWT-000476
 ANSI Standard T1.206

Electrical/Optical Interfaces

Bellcore Technical Publication TR-INS-000342, High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations;

Collocation

Bellcore Network Equipment Building Systems (NEBS) standards TR-EOP-000063
 National Electrical Code (NEC) use latest issue
 TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)
 TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988

TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)
 TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993
 Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electrical Cables, Field Splices, and Connections for Nuclear Power Generating Stations
 National Electrical Code (NEC) use latest issue
 TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)
 TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988
 TR-EOP-000151, Generic Requirements for 24-, 48-, 130- and 140- Volt Central Office Power Plant Rectifiers, Issue 1 (Bellcore, May 1985)
 TR-EOP-000232, General Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985)
 TR-NWT-000154, General Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992)
 TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992)
 TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)
 TR-NWT-001275, Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993
 Underwriters' Laboratories Standard, UL 94

SCHEDULE 3.7

CBT INTERCONNECTION PERFORMANCE BENCHMARKS

1.0 Interconnection Performance Benchmarks

(A) CBT shall, on a monthly basis, complete ninety percent (90%) of the eligible trunk orders within the intervals set forth in Section 2.0 below.

(B) The following types of orders will be excluded from the measurements: (1) at CLEC's request, the interval exceeds the standard interval, (2) after the order is submitted to CBT, it is changed or rescheduled by CLEC, (3) CLEC causes a delay in completing the order, or (4) any other "Delaying Event" as defined in the Agreement.

(C) The measurements described in paragraphs A and B above, constitute the only Interconnection Benchmarks in Schedule 3.7 which are to be included as Interconnection Performance Benchmarks for the purpose of determining a Specified Interconnection Performance Breach per Section 3.7.3.

2.0 Trunk Provisioning Intervals

Number of End Office Trunks Per Order

Interval

1-48

10 Business Days

49-96

10 Business Days

97 +

Negotiated

New Trunk Groups to Tandem(s)

Negotiated

3.0 Trunking Grade of Service

Blocking Standards

Traffic Type

Measurement

Exchange Access Final Trunk Group Traffic via Tandems

½ of 1% (0.005)

All Other Final Trunk Group Traffic

1% (0.01)

4.0 Trunk Restoral

Type of Outage

Interval

Service Affecting

within 1 hour

Non-Service Affecting

within 24 hours

5.0 The Parties agree that additional Interconnection Performance Benchmarks may be agreed upon by the Implementation Team. However, if any additional Interconnection Performance

Benchmarks require a Party to maintain records which if it then does not maintain, the Party requesting such new or additional benchmarks shall utilize the Bona Fide Request process with respect to such records.

6.0 Measurement of Blocking Standards shall be on a monthly basis, using the same methodology required for reporting blocking performance to the PUCO for MTSS reporting.

7.0 The measurements described in 3.0 - 5.0, above, constitute the only Interconnection Performance Benchmarks in Schedule 3.7 which are to be included as Interconnection Performance Benchmarks for the purposes of determining Service Credits under Section 17.2.

SCHEDULE 4.7

CONNECTIVITY BILLING AND RECORDING

- 1.0 CBT shall attempt to comply with OBF standards in its CRIS and CABS billing format.**
- 2.0 Each Connectivity Bill shall set forth the quantity and description of each such service provided and billed to CLEC. For all Connectivity Charges billed to CLEC, CBT shall**
 - 2.1 indicate the state from which such charges were incurred.**
 - 2.2 bill pursuant to this Agreement at the rates set forth in this Agreement.**
 - 2.3 bill CLEC for the Connectivity Charges incurred.**
 - 2.4 provide a unique BAN and invoice number for capital expenditures associated with CLEC collocation (e.g., costs associated with building the “cage”)**
 - 2.5 provide thirteen (13) character alpha/numeric BANS, with only one BAN per state**
 - 2.6 provide bills no later than five (5) calendar days from Bill Date.**

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

- A. Interstate access - Terminating to or originating from CLEC Customers served from an CLEC Switching Center.

<u>Rate Element</u>	<u>Billing Company</u>
CCL	CLEC
Local Switching	CLEC
Interconnection Charge	CLEC
Local Transport (Tandem) Termination	50% CBT 50% CLEC
Local Transport (Tandem) Facility	This will be calculated based on NECA tariff No. 4 filings for each Party
Tandem Switching	CBT
Entrance Facility	CBT

- B. Intrastate access - Terminating to or originating from CLEC Customers served from an CLEC Switching Center.

<u>Rate Element</u>	<u>Billing Company</u>
CCL	CLEC
Local Switching	CLEC
Interconnection Charge	CLEC
Local Transport (Tandem) Termination	50% CBT 50% CLEC
Local Transport (Tandem) Facility	This will be calculated based on NECA tariff No. 4 filings for each Party
Tandem Switching	CBT
Entrance Facility	CBT

SCHEDULE 9.2.1

LOCAL LOOPS

CBT will provide unbundled loops in accordance with the following procedures. Specifications for conditioning, performance, acceptance limits and immediate action limits are listed in **Schedule 2.3** (the “**Technical Reference Schedule**”).

1.0 “Two (2) Wire Analog Voice Grade Loops”

1.1 Two (2) Wire Analog Voice Grade Loops are capable of supporting POTS or POTS-like services utilizing a copper pair or derived analog voice grade channel.

1.2 Two (2) wire Analog Voice Grade Loops must be ordered before additional conditioning options apply. Additional conditioning will be considered incremental in functionality and price to the basic link.

2.0 “Four Wire Analog Voice Grade Loop”

2.1 Four (4) Wire Analog Voice Grade Loops are capable of supporting transmission of voice grade signals using separate transmit and receive paths and terminates in a Four (4)-wire electrical interface at both ends.

3.0 “Two (2) Wire ISDN BRI 160-Kbps Digital Loop”

3.1 Two (2) Wire ISDN BRI Loops are capable of supporting a digital transmission of two (2) 64-Kbps bearer channels and one 16-Kbps data channel (2B+D).

3.2 The loops will be qualified to determine how the Basic two (2) wire Analog VG Link is to be configured to support ISDN BRI services.

4.0 “Four (4) Wire 64-Kbps Digital Loop”

4.1 Four (4) Wire 64-Kbps Digital Loops are capable of supporting the transmission of digital signals up to a maximum binary information rate of a 64-Kbps and terminates in a Four (4) Wire electrical interface at both the Customer premises and on the MDF in CBT's Central Office.

5.0 “Four (4) Wire 1.544-Mbps Digital Loop”

5.1 Four (4) Wire 1.544-Mbps Loops are capable of supporting the transmission of digital signals up to a maximum binary information rate of 1.544-Mbps and terminates in a Four (4) Wire electrical interface at the Customer premises and on the DSX frame in CBT's Central Office.

5.2 Subject to the cap described in paragraph 5.3, below, CBT shall provide CLEC with nondiscriminatory access to a DS1 loop on an unbundled basis to any building not served by

a wire center with at least 60,000 business lines and at least four fiber-based collocators. Once a wire center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center. A DS1 loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.

5.3 CLEC may obtain a maximum of ten (10) unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops.

6.0 "Two Wire xDSL Compatible Loop"

6.1 Two Wire xDSL Compatible Loops are loops from a customer premises to a CBT Central Office, using all copper facilities from the customer premises to the CBT Central Office. Such Two Wire xDSL Compatible Loops will be provided only where continuous, unfettered copper (*e.g.*, no load coils, no DAMLs, no digital loop carrier systems) is available and may contain bridged taps. Such loops may contain repeaters at CLEC's sole option and discretion. The parties acknowledge that CLEC may use a variety of xDSL technologies to provision services using a Two Wire xDSL Capable Loop, and that CLEC will, at its sole option and discretion, determine the services it provides to its customers over such a loop.

6.2 CLEC may deploy such technologies over Two Wire xDSL Compatible Loops provided by CBT as do not degrade the performance of other services provided by CBT or other CLECs operating in CBT's local service area. The Commission shall determine whether a technology degrades the performance of other services.

6.3 CBT shall charge CLEC for Two Wire xDSL Compatible Loops the rate specified in this Agreement for Two (2) Wire Analog Voice Grade Loops plus qualification and conditioning charges until the Commission orders a rate for Two Wire xDSL Compatible Loops, at which point such ordered rates shall apply.

7.0 "Four Wire xDSL Compatible Loop"

7.1 Four Wire xDSL Compatible Loops are loops from a customer premises to a CBT Central Office, using all copper facilities from the customer premises to the CBT Central Office. Such Four Wire xDSL Compatible Loops will be provided only where continuous, unfettered copper (*e.g.*, no load coils, no DAMLs, no digital loop carrier systems) is available and may contain bridged taps. Such loops may contain repeaters at CLEC's sole option and discretion. The parties acknowledge that CLEC may use a variety of xDSL technologies to provision services using a Four Wire xDSL Capable Loop, and that CLEC will, at its sole option and discretion, determine the services it provides to its customers over such a loop.

7.2 CLEC may deploy such technologies over Four Wire xDSL Compatible Loops provided by CBT as do not degrade the performance of other services provided by CBT or