The Public Utilities Commission of Ohio

TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS

(Effective: 01/18/2008)

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

TRF Docket No. 90-____

Case No. 09 0321 -**TP**- NAG

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

Name of Registrant(s) The Ohio Bell Telephone Company
DBA(s) of Registrant(s) AT&T Ohio
Address of Registrant(s) 150 E. Gay St., Room 4-C, Columbus, Ohio 43215
Company Web Address www.att.com
Regulatory Contact Person(s) Jon F. Kelly Phone 614-223-7928 Fax 614-223-5955
Regulatory Contact Person's Email Address jk2961@att.com
Contact Person for Annual Report Michael R. Schaedler Phone 216-822-8307
Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114
Consumer Contact Information Kathy Gentile-Klein Phone 216-822-2395
Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114
Motion for protective order included with filing? ☐ Yes ■ No
Motion for waiver(s) filed affecting this case? ☐ Yes ■ No [Note: Waivers may toll any automatic timeframe.]

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

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

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

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

Section I – Part II – Certificate Status and Procedural

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

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

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

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

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

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

Section III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

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

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

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

Executed on (Date) _____ at (Location) _____

*(Signature and Title) _____ (Date) _____

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

VERIFICATION

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

*(Signature and Title)_____/s/ Jon F. Kelly_____ - General Attorney (Date) April 13, 2009

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

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

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

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

Jon F. Kelly
General Attorney
AT&T Services, Inc.
150 E. Gay St., Rm. 4-A
Columbus, Ohio 43215

T: 614.223.7928
F: 614.223.5955
jk2961@att.com

April 13, 2009

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

Re: AT&T Ohio/PaeTec Communications, Inc.
Case No. 09-0321-TP-NAG

Dear Ms. Jenkins:

AT&T Ohio[1] submits for the Commission's review its agreement dated April 9, 2009 with PaeTec Communications, Inc. The agreement is submitted pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996 ("the Act").

Pursuant to Section 252(i) of the Act, PaeTec Communications, Inc. has adopted the interconnection agreement between AT&T Ohio and XO Communications Services, Inc., as amended ("the underlying agreement"). The Commission approved the underlying agreement on February 1, 2002 in Case No. 01-2824-TP-NAG. Included with this filing is an amendment that replaces an amendment to the underlying agreement.

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

Very truly yours,

Enclosures

/s/ Jon F. Kelly
Jon F. Kelly

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

Proud Sponsor of the U.S. Olympic Team

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

This Interconnection Agreement (the "MFN Agreement"), is being entered into by and between The Ohio Bell Telephone Company[1] (which uses the registered trade name AT&T Ohio) ("AT&T Ohio") and PaeTec Communications, Inc. ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt the Interconnection Agreement by and between AT&T Ohio and XO Communications Services, Inc. for the State of Ohio, which was approved by the Public Utilities Commission of Ohio ("the Commission") under Section 252(e) of the Act on February 1, 2002 in Case No. 01-2824-TP-NAG, including any amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

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

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

1.0 Incorporation of Recitals and Separate Agreement by Reference

1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.

1.2 Except as expressly stated herein, the Separate Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

2.0 Modifications to Separate Agreement

2.1 All references to "AMERITECH INFORMATION INDUSTRY SERVICES, a division of Ameritech Services, Inc. a Delaware Corporation, on behalf of and as agent for" in the Separate Agreement are hereby replaced with "The Ohio Bell Telephone Company (which uses the registered trade name AT&T Ohio) ("AT&T Ohio"), an Ohio corporation" for purposes of this MFN Agreement and AT&T Ohio's address of "350 North Orleans, 3rd Floor, Chicago, IL 60654" in the Separate Agreement is hereby replaced with "150 E. Gay St., Room 4-A, Columbus, OH 43215."

2.2 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of this MFN Agreement be deemed to refer to CLEC.

2.3 References the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall, consistent with Commission practice, for purposes of this MFN Agreement (but excluding the title page and Section 28.2 entitled "Amendment or Other Changes to the Act; Reservation of Rights"), be deemed to refer to the date this MFN Agreement is filed with the Commission (although this MFN Agreement is subject to Commission approval and will be deemed approved by operation of law on the 91st day after filing). In addition, this MFN Agreement shall expire on June 7, 2010 (the "Expiration Date"). The change in "Effective Date" within the MFN Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and so it is clear that neither Party may commence operations under the MFN Agreement until after it is effective and is in no way intended to extend the MFN Agreement

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

beyond the Expiration Date set forth above. The term "Effective Date" for purposes of Section 28.2 shall mean the eleventh day of December 2001.

2.4 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Al Finnell/Carrier Relations Manager
STREET ADDRESS	6801 Morrison Blvd
CITY, STATE, ZIP CODE	Charlotte, NC 28211
FACSIMILE NUMBER	704-602-1946

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

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

2.6 In Section 29.1.1 Authorization, the references to "Ameritech Services, Inc." and "Ameritech Ohio" are replaced with references to "AT&T Ohio" and Ameritech's state of incorporation is the state of "Ohio." In Section 29.1.2 after "State of", CLEC's state of incorporation of Delaware should be deemed to be inserted.

2.7 The following name before the signature line of the Separate Agreement "AMERITECH OHIO" is hereby revised to read "AT&T Operations Inc. as Agent for The Ohio Bell Telephone Company (which uses the registered trade name AT&T Ohio)" for purposes of this MFN Agreement.

2.8 Schedule 2.1, "Implementation Schedule" of the Separate Agreement is hereby revised to delete any carrier-specific interconnection or access to UNE information and to incorporate the following language in its place for purposes of this MFN Agreement: "The interconnection activation points and interconnection activation date shall be mutually determined by the Implementation Team in accordance with Section 3.4.3 and Schedule 12. AT&T Ohio's position is that any proposed interconnection with a switch that is not capable of providing local exchange service (including 911 service) does not fall within the intent or scope of this Agreement."

3.0 Reservations of Rights

3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Adopted Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

3.2 It is AT&T Ohio's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all other rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

PaeTec Communications, Inc.

By: _____

Printed: Sean Ahaging

Title: Sr. V.P. - Network Services
(Print or Type)

Date: 3/30/09

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

By: _____

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 4-9-09

SWITCH BASED OCN # 0223

ACNA PUA

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

Dated as of _____, 2001

by and between

AMERITECH Ohio,
a division of Ameritech Services, Inc.
on behalf of and as agent for Ameritech Ohio

and

XO Ohio, Inc.

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LIST OF SCHEDULES

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 dated as of the 19th day of August, 2000 (the **"Effective Date"**), by and between Ameritech Ohio, a division of Ameritech Services, Inc., an Ohio corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654 (**"Ameritech"**) and XO Ohio. Inc., a Washington corporation with offices at Two Easton Oval, Suite 3000, Columbus, OH 43219 ("**Requesting Carrier")**.

RECITALS

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

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

C. Requesting Carrier has been granted or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Service or any other services hereunder, will have been granted authority to provide certain local Telephone Exchange Services within Ohio and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, and exchange traffic so that their respective Customers may communicate with each other over, between and through such networks and facilities.

E. The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other Telecommunications Services as required by the Act as set forth herein.

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

ARTICLE I
DEFINITIONS AND CONSTRUCTION

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

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

1.3 Interpretation.

(a) The definitions in **Schedule 1.2** shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words **"include," "includes"** and **"including"** shall be deemed to be followed by the phrase **"without limitation"**. The words **"shall"** and **"will"** are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.

(b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.

(c) The recitals and 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.

(d) Unless the context shall otherwise require, and subject to **Section 28.3**, any reference to any agreement, other instrument (including Ameritech, Requesting Carrier or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

(e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern. In the event of any conflict between the terms and conditions of any Section of, or Schedules to this Agreement, and any term or condition set forth in the Implementation Plan, the terms and conditions of the Sections and Schedules shall control.

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, (i) Interconnection of the Parties' facilities and equipment pursuant to **Articles III** and **IV** for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic to and from their respective Customers, and (ii) Interconnection of the Parties' facilities and equipment to provide Requesting Carrier access to Ameritech's unbundled Network Elements pursuant to **Article IX**, shall be established on or before the respective **"Interconnection Activation Date"** shown for each corresponding LATA and Central Office set forth on **Schedule 2.1**. The Parties shall identify additional Interconnection Activation Dates using the principles set forth in **Section 3.4.3**. An Interconnection Activation Date, once established, may not be modified except upon the mutual agreement of the Parties. **Schedule 2.1** may be revised and supplemented from time to time, upon the mutual agreement of the Parties to revise an Interconnection Activation Date(s) and to reflect additional Interconnection Activation Dates.

2.2 Bona Fide Request. Any request by Requesting Carrier for certain services or access to an unbundled Network Element that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth on **Schedule 2.2.**

2.3 Technical References. Technical References that describe and/or define the practices, procedures and specifications for those services, Interconnections and access to unbundled Network Elements available hereunder (and the applicable interfaces relating thereto) are listed on **Schedule 2.3** (the **"Technical Reference Schedule"**).

2.4 Cessation of Obligations. Notwithstanding anything to the contrary contained herein, Ameritech's obligations under this Agreement shall apply only to the (i) specific operating area(s) or portion thereof in which Ameritech is then deemed to be the "ILEC" under the Act (the **"ILEC Territory"**) and (ii) assets that Ameritech owns or leases and which are used in connection with Ameritech's provision to Requesting Carrier of any products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the **"ILEC Assets"**). If during the Term Ameritech sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, Ameritech shall provide Requesting Carrier not less than ninety (90) days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, Requesting Carrier acknowledges that Ameritech shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer and that Requesting Carrier must establish its own Section 251/252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

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 and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. **Articles IV** and **V** prescribe the specific physical facilities and Logical Trunk Groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this **Article III** related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture. Except with respect to Transit Service, neither Party shall use its facilities and equipment established pursuant to this Agreement to originate and/or transmit and route CMRS traffic.

3.2 Interconnection Points and Methods, and Interconnection Activation Dates.

3.2.1 In each LATA identified on **Schedule 2.1**, Requesting Carrier and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and Requesting Carrier Central Office(s) on **Schedule 2.1** for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Requesting Carrier's point of Interconnection must be in an Ameritech local service area in the LATA in which Requesting Carrier is providing service. An Interconnection Activation Date not established and set forth on **Schedule 2.1** as of the Effective Date shall be determined in accordance with the procedures set forth in **Section 3.4.3**.

3.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Central Offices as provided in **Article XII** or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in **Section 3.3**.

3.2.3 If Requesting Carrier elects Collocation as an Interconnection method, or elects a network architecture that requires Ameritech to Interconnect with Requesting Carrier's facilities via Collocation, then Requesting Carrier must not less than one hundred twenty five (125) days prior to its applicable Interconnection Activation Date notify Ameritech whether Requesting Carrier wishes Ameritech to Interconnect pursuant to **subsection (a)** or **(b)** below.

(a) Requesting Carrier shall (i) provide the transport (whether through leased or owned facilities) of Ameritech's traffic from the point of Interconnection to Requesting Carrier's Central Office, (ii) not charge Ameritech for such transport and (iii) provide Ameritech with capacity to meet Ameritech's forecasted needs. If Requesting Carrier does provide Ameritech transport as provided in this **subsection (a)** but then either requests Ameritech to utilize its own facilities or does not provide Ameritech capacity to meet Ameritech's

forecasted needs, then Requesting Carrier shall (x) provide Ameritech not less than two hundred (200) days' notice prior to the date Ameritech must provide its own facilities for new trunks, (y) compensate Ameritech for the costs incurred by Ameritech to rearrange its network and (z) provide Ameritech Collocation as provided in **subsection (b)** below.

(b) If Requesting Carrier does not elect to provide Ameritech transport as provided in **subsection (a)** above, then Requesting Carrier shall provide to Ameritech Collocation in Requesting Carrier's Central Office(s) for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions that are no less favorable than (i) Ameritech provides to Requesting Carrier pursuant to the terms and conditions of this Agreement and (ii) Requesting Carrier provides to other similarly situated Telecommunications Carriers.

3.2.4 Unless otherwise agreed by the Parties, the Parties shall designate the Central Office Requesting Carrier has identified as its initial Routing Point in the LATA as the Requesting Carrier Interconnection Central Office (**"RICO"**) in that LATA and shall designate the Ameritech Tandem Central Office that is designated as the home Tandem (based on the LERG) for the Ameritech Wire Center in which the Requesting Carrier's Central Office is located, as the Ameritech Interconnection Central Office (**"AICO**") in that LATA.

3.2.5 Requesting Carrier's point of Interconnection must be within an Ameritech Wire Center in the LATA in which Requesting Carrier provides service.

3.2.6 Requesting Carrier shall order all trunks and facilities used to establish Interconnection, trunking (for both the Local/IntraLATA Trunks and Access Toll Connecting Trunks), signaling and 9-1-1 Service (as described in Section 3.9) by submitting to Ameritech an electronic Access Service Request including BDS Telis and, as soon as available, an electronic service order via the Provisioning EI.

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 as illustrated in **Exhibit A**, and engineered, installed, and maintained as described in this **Article III** and in the Plan (as defined in **Section 18.2**). Each Party agrees to disable the Digital Control Channel (**"DCC"**) in its equipment that is part of the SONET system and each Party shall be responsible for the monitoring of its own node(s).

3.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor (**"OLTM"**) equipment in the AICO 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 Requesting Carrier shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the RICO 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 Ameritech shall designate a manhole (meet point manhole) immediately outside the AICO that will be accessible via Ameritech structure leasing at the closest manhole (Fiber-Meet entry point) or suitable entry point available via Ameritech connecting structure where the possibility of manhole cave-in or manhole accessibility does not present a problem, and shall make all necessary preparations to receive, and to allow and enable Requesting Carrier to deliver fiber optic facilities into that manhole or suitable entry point with sufficient spare length to reach the OLTM equipment in the AICO. Requesting Carrier shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Requesting Carrier to Ameritech, Ameritech will allow Requesting Carrier access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech's receipt of such request.

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

3.3.6 Requesting Carrier shall pull the fiber optic strands from the Requesting Carrier-designated manhole/entry-way into the RICO and through appropriate internal conduits Requesting Carrier utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLTM equipment Requesting Carrier has installed in the RICO.

3.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AICO and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the Requesting Carrier strands to the OLTM equipment Ameritech has installed in the AICO.

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

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

3.3.10 Each Party shall provide its own, unique source for the synchronized timing of its OLTM equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of OLTM equipment. Both Parties

agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.

3.4 Additional Interconnection(s).

3.4.1 If Requesting Carrier determines to offer Telephone Exchange Service within Ameritech's service areas that require additional points of Interconnection, Requesting Carrier shall provide written notice to Ameritech of its need to establish such additional points of Interconnection pursuant to this Agreement.

3.4.2 The notice provided in **Section 3.4.1** shall include (i) Requesting Carrier's requested RICO(s) and AICO(s) (including address and CLLI Code); (ii) Requesting Carrier's requested Interconnection Activation Date; and (iii) a non-binding forecast of Requesting Carrier's trunking and facilities requirements.

3.4.3 Within ten (10) Business Days of Ameritech's receipt of Requesting Carrier's notice specified in **Section 3.4.1**, Ameritech and Requesting Carrier shall schedule a meeting to mutually agree on the network architecture (including trunking), the AICO(s), the RICO(s) and Interconnection Activation Date(s) applicable to such Interconnection(s). The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the interval to establish Interconnection via Collocation or Fiber-Meet is one-hundred fifty (150) calendar days for up to 24 T1's of trunking after the Parties have agreed on the AICO(s), RICO(s) and network architecture and Requesting Carrier has furnished Ameritech a non-binding forecast in accordance with **Section 3.4.2**. The interval to establish Interconnection for trunking in excess of 24T1's is 6 T1's per business day after 150 days.

3.5 Additional Switches.

3.5.1 If Requesting Carrier deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices in such LATA, Requesting Carrier shall provide written notice thereof to Ameritech, consistent with the notice provisions of **Sections 3.4.1** and **3.4.2**, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection, including the provisions set forth in **Section 3.4.3**. If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Requesting Carrier Central Offices in such LATA, Ameritech shall be entitled, upon written notice thereof to Requesting Carrier, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate physical facilities and Logical Trunk Group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

3.5.2 If a Party requests the other Party to install new trunks or rearrange existing trunks as a result of the installation of a new Switch, such Party shall provide written notice of such request and the intervals described in **Section 3.4.3** shall apply.

3.6 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 3.6**, **"equal in quality"** means the same technical criteria and service standards that a Party uses within its own network.

3.7 Network Management.

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

3.7.2 Requesting Carrier and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.8 9-1-1 Service.

3.8.1 Ameritech shall provide 9-1-1 Service to Requesting Carrier as described in this **Section 3.9** in each Rate Center in which (i) Requesting Carrier is authorized to provide local Telephone Exchange Service and (ii) Ameritech is the 9-1-1 service provider.

3.8.2 Service and Facilities Provided.

(a) Requesting Carrier shall interconnect with each Ameritech 9-1-1 Selective Router that serves the areas in which Requesting Carrier provides Telephone Exchange Service. Such interconnection shall be used by Ameritech to provide 9-1-1 service and access to all sub-tending Public Safety Answering Points (each, a **"PSAP"**). Requesting Carrier will establish such interconnection by (i) providing itself, or leasing from a third-party (including Ameritech), the necessary DS1 facilities and trunk groups between Requesting Carrier's point of Interconnection and designated Ameritech 9-1-1 Selective Router (channel conditioning referred to as "Direct" in Item I of the Pricing Schedule) or (ii) providing demuxed DSO level trunks at designated Ameritech 9-1-1 Selective Router(s) (channel conditioning referred to as "Back to Back" in Item I of the Pricing Schedule) or (iii) providing muxed DSO level trunks at a Collocation point within each Ameritech 9-1-1 Selective Router(s) (channel conditioning referred to as "Collocation" in Item I of the Pricing Schedule). With any of the foregoing three (3) options, Requesting Carrier shall provide a minimum of two (2)

dedicated channels from the point of interconnection to the Ameritech 9-1-1 Selective Router(s). Each of the foregoing options described in this **subsection (a)** also require each of the Parties to provide sufficient trunking and facilities to route Requesting Carrier's originating 9-1-1 calls to the designated primary PSAP or to designated alternate PSAPs. Ameritech and the Requesting Carrier will coordinate the provision of transport capacity sufficient to route originating 9-1-1 calls from the Requesting Carrier's point of interconnection to the designated Ameritech 9-1-1 Selective Router(s). In addition to the channel conditioning charges identified in Item I of the Pricing Schedule, if Requesting Carrier leases facilities from Ameritech, standard tariff rates shall apply.

(b) If Requesting Carrier forwards the ANI information of the calling party to the Ameritech 9-1-1 Selective Router and the Requesting Carrier has followed the appropriate procedures in **subsection (e)** to establish the record for the calling Party in the ALI database, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by Requesting Carrier, Ameritech will display a Central Office identification code for display at the PSAP.

(c) If Requesting Carrier requests facilities-routed diversity for 9-1-1 interconnection, Ameritech shall provide such diversity to Requesting Carrier and Requesting Carrier shall pay charges for Diverse Routes at tariffed DS1 rates. Requesting Carrier will be responsible for determining the proper quantity of trunks and facilities from its switches to the Ameritech 9-1-1 Selective Router(s). Ameritech shall provide, upon request, a Trunk Design Guide which will be used to determine the number of trunk groups required to provide 9-1-1 Service within each Rate Center. Trunks between the Requesting Carrier's Switch and the Ameritech 9-1-1 Selective Router shall be provisioned by Ameritech at intervals to be agreed upon by the Parties. Following such provision and prior to the application of live traffic, Requesting Carrier and Ameritech will cooperate to promptly test all trunks and facilities between Requesting Carrier's network and the Ameritech 9-1-1 Selective Router to assure proper functioning of the 9-1-1 Service; provided, that Requesting Carrier shall be solely responsible to provide test records and conduct call-through testing on all new 9-1-1 trunk groups and NPA/NXXs. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as a one-way CAMA MF trunk group. Where SS7 connectivity is available and required by the applicable municipality, the Parties agree to implement CCIS trunking.

(c) Ameritech will provide to Requesting Carrier, in mechanized format, an address and routing file (ARF) that provides the information required for Requesting Carrier Customer 9-1-1 record processing and delivery of calls to the appropriate Ameritech 9-1-1 Selective Router(s). After Requesting Carrier's initial request for the ARF, Ameritech shall provide Requesting

Carrier an updated ARF on a monthly basis. At the request of Requesting Carrier, Ameritech will provide the ARF by NPA or metro area. A specified charge as set forth at Item I of the Pricing Schedule will apply per request.

(d) Ameritech will coordinate access to the Ameritech 9-1-1 Automatic Location Identification (**"ALI"**) database for the initial loading and updating of Requesting Carrier Customer information. Access coordination will include:

(1) Requesting Carrier to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in **Section 3.9.2(f)**;

(2) Notification of error(s) involving entry and update activity;

(3) Provisioning of specific 9-1-1 routing information on each Requesting Carrier Customer's access line; and

(4) Providing Requesting Carrier with reference data required to ensure that Requesting Carrier's Customer will be routed to the correct 9-1-1 Selective Router when originating a 9-1-1 call.

If Requesting Carrier is unable to initially provide Ameritech electronic updates to the Ameritech 9-1-1 ALI database as provided in **subsection (e)(1)** above, the Parties shall negotiate the date by which Requesting Carrier shall establish such electronic functionality and the rates, terms and conditions under which Ameritech would update such database from paper records prior to the date Requesting Carrier is able to furnish such updates electronically to Ameritech; and

(e) Requesting Carrier or its third party agent will provide ALI data to Ameritech for use in entering the data into the 9-1-1 database. The initial ALI data will be provided to Ameritech in a format prescribed by Ameritech. Requesting Carrier shall include its company identification, as registered with NENA, on all records provided to Ameritech. Requesting Carrier is responsible for providing Ameritech updates to the ALI data and error corrections that may occur during the entry of ALI data to the Ameritech 9-1-1 Database System. Requesting Carrier shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in ALI data updates caused by Requesting Carrier or its third-party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day (where electronic transfer is available) by providing Requesting Carrier with a report in the manner provided in the Implementation Plan of the number of items sent, the number of items entered correctly, and the number of errors.

(f) The services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule are based on each NXX residing in a single 9-1-1 Selective Router. Requesting Carrier may request that an NXX shall reside in more than one 9-1-1 Selective Router; provided that Requesting Carrier shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per trunk group that is connected to each alternate 9-1-1 Selective Router (the **"9-1-1 Selective Router Software Enhancement Connection Charge"**).

(g) In the event an Ameritech or Requesting Carrier 9-1-1 trunk group fails, the Party that originates 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 9-1-1 Service between the Parties.

(h) Ameritech will provide Requesting Carrier all order number(s) and circuit identification code(s) in advance of the service due date.

(i) Requesting Carrier will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. Requesting Carrier will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.

(j) Requesting Carrier shall engineer its 9-1-1 trunks to attain a minimum P.01 grade of service as measured using the **"busy day/busy hour"** criteria or, at such other minimum grade of service as required by Applicable Law or a duly authorized government agency.

(k) Requesting Carrier shall timely provide to Ameritech all information required to complete an "Ameritech Planning Questionnaire and Network Definition" in order to appropriately plan, design and implement ordered 9-1-1 Service. Requesting Carrier shall provide the foregoing information in the format prescribed by Ameritech, both initially and on an ongoing basis.

(l) If Requesting Carrier provides local exchange Telecommunications Services to its Customers through a means other than Resale Services, Requesting Carrier shall be responsible to submit to the applicable municipality(ies) any 9-1-1 surcharges assessed by such municipality(ies) on such local exchange Telecommunications Services provided to Requesting Carrier Customers.

(m) Consistent with **Section 19.2**, each Party agrees to comply with all applicable state, county and municipal 9-1-1 administrative rules and regulations.

3.8.3 Compensation.

(a) In addition to the amounts specified in **Section 3.9.2**, Requesting Carrier shall compensate Ameritech as set forth at Item I of the Pricing Schedule.

(b) The rates set forth in this Agreement for 9-1-1 Service do not include the inspection or monitoring by Ameritech of Requesting Carrier's facilities relating to errors, defects or malfunctions in the 9-1-1 Service. The Parties acknowledge and agree that Requesting Carrier, and not Ameritech, shall be responsible to conduct such operational tests as Requesting Carrier deems necessary and appropriate to determine whether its facilities are functioning properly. Each Party shall promptly notify the other Party if its facilities used to provide 9-1-1 Service are not functioning properly.

3.8.4 Additional Limitations of Liability Applicable to 9-1-1 Service.

(a) Ameritech is not liable for the accuracy and content of ALI that Requesting Carrier delivers to Ameritech. Requesting Carrier is responsible for maintaining the accuracy and content of that data as delivered; and

(b) In addition, Ameritech's liability to Requesting Carrier and any third person shall also be limited to the maximum extent permitted by Applicable Law or tariff.

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

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

4.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated 800 traffic over the Local/IntraLATA 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 Each Party shall initially configure a one (1)-way trunk group or, upon mutual agreement of the Parties, a two (2) way trunk group, as a direct transmission path between each RICO and AICO. If two (2) way trunk groups are established, each Party shall be responsible for fifty percent (50%) of the transport between the points of Interconnection.

4.3.2 Notwithstanding anything to the contrary contained in this **Article IV**, if the traffic volumes originated by a Party between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, that Party shall, within sixty (60) days after such occurrence, establish new direct trunk groups to the applicable End Office(s). As traffic volumes increase, the Parties shall add additional direct trunk groups (24 DS0s) between any two (2) Central Offices for every increment of traffic that equals or exceeds the CCS busy hour equivalent of one (1) DS1. At no time shall the traffic between two (2) Central Offices, routed via Ameritech's Tandem Switch, exceed 500 busy hour CCS.

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

4.3.4 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem as identified in the Local Exchange Routing Guide ("**LERG**"). To the extent that a Party desires the ubiquitous delivery of traffic within an Exchange Area, each Party shall establish and maintain Logical Trunk Groups and separate physical facilities for such Logical Trunk Groups connected to each Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches. Requesting Carrier shall either provide Logical Trunk Groups and such facilities for Logical Trunk Groups or purchase Logical Trunk Groups and such facilities for Logical Trunk Groups from Ameritech at the rates for Switched Access set forth in Ameritech's access tariffs. If a Central Office Switch provides both Tandem and End Office functionality, Interconnection by a Party at such Central Office Switch shall provide access to Tandem and End Office functionality. A Party's NXX must home on the Tandem Switch that is in the same state as the specified NXX Rate Center.

4.3.5 Ameritech will provide unassigned NXX codes to the Requesting Carrier, under the Inter-Carrier Compatibility Forum (**"ICCF"**) developed by CO-Code Assignment Guidelines, until this function is performed by a third party agency.

4.3.6 Ameritech will assign a Common Language Location Identifier ("**CLLI**") code to the Requesting Carrier's End Office Switch if so requested, to be integrated into the public network consistent with procedures used for CLLI code assignment to Ameritech's own switches until this function is performed by a third party agency. The code must be listed in the LERG.

4.3.7 Each Party is responsible for administering its assigned NXX numbers.

4.3.8 Each Party is responsible for obtaining a LERG listing of CLLI codes assigned to its switches.

4.3.9 If a pre-existing trunk group is unable to, or consistent with standard trunk engineering practices, is forecasted to be unable to support additional traffic loads, each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks to expand the capacity of such pre-existing trunk group, subject to **Section 19.12** and the availability

of sufficient capacity. If sufficient capacity does not exist, the Parties shall mutually agree on the appropriate interval to establish such additional trunks based on force and load and other applicable criteria.

4.3.10 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 Requesting Carrier and Ameritech Customers. For purposes of this Agreement, **"Busy Season"** means any three (3) consecutive month period.

4.3.11 If a Party determines that a trunk group is no longer necessary given actual and forecasted traffic, that Party shall disconnect that trunk group within thirty (30) days after such determination.

4.3.12 Intentionally left blank.

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) (NPA/NXX assigned to its local exchange switch) within the SS7 signaling message. If CCIS is unavailable, Multi-Frequency (MF) signaling shall be used by the Parties.

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 that serve each LATA where traffic will be exchanged using a direct connection to the STPs serving the desired LATA, through the designated Ameritech state gateway STP or through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP. The rate for signaling links to establish such Interconnection is as provided in Ameritech's access tariff(s). If the Requesting Carrier does not possess STPs, Requesting Carrier may purchase access to Ameritech's SS7 Network as provided in Ameritech's access tariff(s).

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 will be provided, including Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. For terminating Exchange Access and Transit Service traffic, 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 consistent with the Plan.

4.6 Measurement and Billing.

4.6.1 For billing purposes, each Party shall pass CPN associated with that Party's originating switch on calls that originate on its network over the Local/IntraLATA Trunks; provided that all calls that originate on a Party's network and are 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 PLU will be revised every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls that originate on its network with CPN within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established. Transit traffic as defined in **Section 7.3** will be routed over the IntraLATA Toll trunk group.

4.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

4.6.3 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for those functions a Party performs relating to the transport and termination of IntraLATA Toll Traffic.

4.6.4 Intentionally left blank.

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

5.1 Scope of Traffic. **Article V** prescribes parameters for certain facilities and trunk groups to be established over the Interconnections specified in **Article III** for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between Requesting Carrier Telephone Exchange Service Customers and Interexchange Carriers (the **"Access Toll Connecting Trunks"**). Compensation for the transmission and routing of Exchange Access traffic is provided for in **Article VI**.

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 The Parties shall jointly establish Access Toll Connecting Trunks 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 Requesting Carrier's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access, nontranslated 800 and 976 traffic to allow Requesting Carrier's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that Requesting Carrier utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

5.2.4 IntraLATA toll free traffic (e.g., 800) shall be routed over Ameritech's Access Toll Connecting Trunks. Ameritech will send Requesting Carrier a Carrier Identification Code of 110 to identify the IntraLATA call as toll free call. Requesting Carrier shall generate and send Ameritech on a daily basis an 010125 access record. In return, Ameritech will send Requesting Carrier on a daily basis an 110125 access record for billing the query function according to Requesting Carrier's tariff. This information should be included on the summary record (010125) sent to Ameritech by Requesting Carrier. If utilizing Ameritech's database to perform the query function, Ameritech will bill the Requesting Carrier (or the Initial Billing Company (as defined in the MECAB)) for the query charges at Ameritech's tariffed rate.

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 Group D. 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.

6.1.2 Requesting Carrier shall designate access Tandems or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For each such access Tandem designated, the Parties shall utilize a billing percentage determined in accordance with **Schedule 6.0** to bill IXC traffic. 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 Each Party shall undertake all reasonable measures to ensure that the billing percentage and associated information are included and maintained in the National Exchange Association (**"NECA"**) FCC Tariff No. 4.

6.1.4 Each Party shall implement the **"Multiple Bill/Single 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 (when available) using the Exchange Message Record ("**EMR**") format. The Parties shall agree to a fixed billing period in the Implementation Plan.

6.2.2 Requesting Carrier shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.

6.2.3 Ameritech shall provide to Requesting Carrier, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover), using EMR format. Ameritech and Requesting Carrier 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 Ameritech records on behalf of Requesting Carrier and Switched Access Detail Usage Data is not submitted to Requesting Carrier by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result Requesting Carrier is delayed in billing IXC, late payment charges will be payable by Ameritech to Requesting Carrier. Late payment charges will be calculated on the total amount of late access usage 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 Switched Access Summary Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is

delayed in billing IXC, late payment charges will be payable by Requesting Carrier to Ameritech. 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 Ameritech in a timely fashion.

6.3 Errors or Loss of Access Usage Data.

6.3.1 Errors may be discovered by Requesting Carrier, the IXC or Ameritech. 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. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

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 twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, 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 Limitation of Liability Applicable to Meet-Point Billing Arrangements. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data or developing a substitute based on past usage in accordance with **Section 6.3.2**. This **Section 6.5** shall apply to Meet Point Billing arrangements in lieu of the provisions of **Articles XXIV** and **XXV**.

ARTICLE VII
TELECOMMUNICATIONS CARRIER (TC) SERVICES

7.1 Ancillary Services Traffic.

7.1.1 This **Section 7.1** applies to Ancillary Services Traffic which originates from (i) Requesting Carrier's Resale Services Customers via Resale Services or (ii) Requesting Carrier's physical switch which, in each case, terminates to the applicable information services platform connected to Ameritech's network.

7.1.2 Requesting Carrier shall be responsible for and pay for all charges associated with Ancillary Services Traffic whether such services are ordered, activated or used by the Requesting Carrier, Requesting Carrier's Customer or any other person gaining access to the services through the Requesting Carrier.

7.1.3 Upon receipt of a request by Requesting Carrier when it submits an order for Ameritech resold lines, Ameritech shall provide call blocking services for Ancillary Services Traffic (on a per line basis) to Requesting Carrier as Ameritech provides such blocking services to its own retail Customers, to the extent permitted under Applicable Law. If Requesting Carrier utilizes its own or a third party switch, Requesting Carrier must establish blocking for Ancillary Services Traffic.

7.1.4 Requesting Carrier may elect to bill and collect for Ancillary Services Traffic by indicating its agreement to comply with the terms and conditions set forth in **Schedule 7.1**. If Requesting Carrier has elected to bill and collect for Ancillary Service Traffic but fails to comply with the terms and conditions set forth in **Schedule 7.1**, Ameritech may, in addition to exercising any other rights and remedies under this Agreement, block such traffic, to the extent permitted under Applicable Law.

7.2 BLV/BLVI Traffic.

7.2.1 Busy Line Verification (**"BLV"**) is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use.

7.2.2 Busy Line Verification Interrupt (**"BLVI"**) is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting.

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

7.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item IV of the Pricing Schedule.

7.3 Transit Service.

7.3.1 Ameritech shall provide Requesting Carrier Transit Service as provided in this **Section 7.2.**

7.3.2 **"Transit Service"** means the delivery over the Local/IntraLATA Trunks of (i) Local Traffic and IntraLATA Toll Traffic that (x) originates on Requesting Carrier's network and terminates to a third party LEC, ILEC or CMRS (such third parties collectively referred to as a "**Transit Counter-Party**") and (y) originates on the Transit Counter-Party's network and terminates to Requesting Carrier and (ii) 800 IntraLATA Toll Traffic that originates and terminates between

one (1) or more IntraLATA Telecommunications Carriers, including third party LECs, ILECs and CMRSs (collectively, **"IntraLATA 800 Traffic"**), as more fully described in **Section 7.3.9**.

7.3.3 Requesting Carrier shall route Transit Traffic via Ameritech's Tandem Switches, and not at or through any Ameritech End Office.

7.3.4 While the Parties agree that it is the responsibility of the Requesting Carrier to enter into arrangements with each Transit Counter-Party to deliver Terminating Transit Traffic to Requesting Carrier, they acknowledge that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such Transit Counter-Party to deliver Termination Transit Traffic to Requesting Carrier and (ii) the date Transit Traffic volumes originated by the Requesting Carrier exceed the volumes specified in **Section 7.3.5**. Ameritech will provide Requesting Carrier with Transit Service. Requesting Carrier agrees to use commercially reasonable efforts to enter into agreements with Transit Counter-Parties as soon as possible after the Effective Date.

7.3.5 If the traffic volumes between Requesting Carrier's Central Office Switches and Transit Counter-Party Central Office Switches (in each case, in the aggregate) at any time exceeds the 150,000 minutes of use per month over 2 consecutive months, the Implementation Team will develop a migration plan for Requesting Carrier to interconnect directly with such Transit Counter-Party within 60 days of the second consecutive month.

7.3.6 To the extent that the originating party of a call delivers each call to Ameritech's network with SS7 CCIS and the appropriate Transactional Capabilities Application Part (**"TCAP"**) message, Ameritech will deliver such information to the terminating party.

7.3.7 Requesting Carrier shall not bill Ameritech for any Transit Service traffic or unidentified traffic (i.e., no CPN) unless otherwise agreed in writing by Ameritech.

7.3.8 The Parties shall compensate each other for Transit Service as follows:

(a) For Local Traffic and IntraLATA Toll Traffic originating from Requesting Carrier that is delivered over the Transit Service (**"Originating Transit Traffic"**), Requesting Carrier shall:

(1) Pay to Ameritech a Transit Service charge as set forth in the Pricing Schedule; and

(2) Reimburse Ameritech for any charges, including switched access charges and Reciprocal Compensation, that a Transit Counter-Party imposes or levies on Ameritech for delivery or termination of any such Originating Transit Traffic.

(b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Requesting Carrier from a Transit Counter-Party (**"Terminating Transit Traffic"**) (i) that is not subject to Primary Toll Carrier (**"PTC"**) arrangements (regardless of whether Ameritech is the PTC) and (ii) that Ameritech has a transiting arrangement with such Transit Counter-Party that authorizes Ameritech to deliver such traffic to Requesting Carrier (**"Other Party Transit Agreement"**), then Ameritech shall deliver such Terminating Transit Traffic to Requesting Carrier in accordance with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not Requesting Carrier) shall be responsible to pay Ameritech the applicable Transit Service charge.

(c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to Requesting Carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, Ameritech shall reimburse Requesting Carrier at Requesting Carrier's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth on the Pricing Schedule.

7.3.9 IntraLATA 800 Traffic shall be exchanged between the Parties as follows:

(a) Queried IntraLATA 800 Traffic may be delivered to Ameritech over the Local IntraLATA Trunks and if Ameritech performs the 800 query function, over the Access Toll Connecting Trunks. If the Local/IntraLATA Trunks are used and Requesting Carrier performs the 800 query function, the IntraLATA 800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, Ameritech will not record the IntraLATA 800 Traffic.

(b) The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customers billing and IntraLATA 800 Copy Detail Usage Data for access billing. EMR exchange between the Parties will use the standard centralized message system delivery systems (CMDS). The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only.

(c) IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating party, regardless of which Party performs the 800 query. Since IntraLATA 800 Traffic may not be identified with a unique Carrier Identification Code (CIC), billing shall be based on originating and terminating NPA/NXX.

7.3.10 If a Transit Counter-Party requests Ameritech to block either Originating Transit Traffic or Terminating Transit Traffic, Ameritech shall provide Requesting Carrier written notice of such request. Requesting Carrier shall then have twenty (20) Business Days after receipt of notice from Ameritech to resolve such blocking request with the Transit Counter-Party. If Requesting Carrier is unable to resolve any outstanding issues with the Transit Counter-Party within such twenty (20) Business Day period, Ameritech may block such Originating Transit Traffic or Terminating Transit Traffic. Requesting Carrier agrees to either (i) block delivery of Transit Service traffic that it originates to the Ameritech network (including Originating Transit Traffic) or (ii) pay Ameritech's nonrecurring and recurring costs to implement and administer blocking for such traffic. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all Losses Ameritech may incur from not blocking requested traffic during the twenty (20) Business Day period.

7.4 Toll Free Database Services.

7.4.1 Call Routing Service. The Call Routing Service provides for the identification of the carrier to whom a call is to be routed when a toll-free (1+800-NXX-XXXX or 1+888-NXX-XXXX) call is originated by Customer. This function uses the dialed digits to identify the appropriate carrier and is done by screening the full ten digits of the dialed number. The Call Routing Service may be provided in conjunction with a Customer's InterLATA or IntraLATA Switched Exchange Access Service.

When 800 Call-Routing service is provided, an originating call is suspended at the first switching office equipped with a Service Switching Point (SSP) component of the SSC/SS7 Network. The SSP launches a query over signaling links (A-links) to the Signal Transfer Point (STP), and from there to the SCP. The SCP returns a message containing the identification of the carrier to whom the call should be routed and the call is processed. Requesting Carrier may obtain Call Routing Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

7.4.2 Routing Options. In addition to the toll-free service offerings, new routing options are offered. These options are purchased by toll-free service providers to allow their clients to define complex routing requirements on their toll-free service. Toll-free routing options allow the service provider's Customer to route its toll-free calls to alternate carriers and/or destinations based on time of day, day of week, specific date or other criteria. These routing options are in addition to the basic toll-free call routing requirements which would include the toll-free number, the intraLATA carrier, the interLATA carrier and the Area of Service (AOS). Requesting Carrier may obtain Routing Options pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

7.4.3 Carrier Identification Service. Requesting Carrier may choose the 800 Carrier Identification Service to obtain toll-free number screening. With this service, Requesting Carrier will launch a query to the Ameritech database using its own Service Switching Points (SSPs) network. In contrast to the Call Routing Service described in **Section 7.4.1** above, with the 800 Carrier Identification service, no routing is performed.

Requesting Carrier's SS7 network is used to transport the query from its End Office to the Ameritech SCP. Once Requesting Carrier's identification is provided, Requesting Carrier may use the information to route the toll-free traffic over its network. In these cases, Ameritech Switched Access services are not used to deliver a call to Requesting Carrier. The toll-free carrier ID data may not be stored for Requesting Carrier's future use. Requesting Carrier may obtain 800 Carrier Identification Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

7.4.4 Number Administration. Requesting Carrier, at its option, may elect to use Ameritech's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, Ameritech will perform the Responsible Organization service, which involves interacting with the national Service Management System (SMS/800), on behalf of the Customer. Responsible Organization services include activating, deactivating and maintaining 800/888 number records as well as trouble referral and clearance. If Requesting Carrier does not select NAS, Requesting Carrier will perform the Responsible Organization service. Requesting Carrier may purchase the Number Administration Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

7.5 LIDB Database Service.

7.5.1 The Line Information Database (LIDB) Query Response Service is a validation database system. It enables Requesting Carrier to offer alternatively billed services to its Customers. The database provides an efficient way to validate calling cards and toll billing exception (TBE) (i.e., restricts a collect or third-party billed call). Toll fraud protection and reduced call set up expenses are among the benefits of the service.

7.5.2 Billing information records include the Customer name, phone number, security personal identification numbers and third-party acceptance indications. Prior to call completion, a query is launched to the LIDB to determine the validity of the requested billing method. The call is then completed or denied based on the LIDB's response. Requesting Carrier may purchase the LIDB Database Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

7.6 LNP Query Service.

Ameritech's provision of LNP will utilize LRN switch software, the terms and conditions of which are prescribed in **Article XIII**. With the implementation of LNP, Requesting Carrier has an N-1 (Network minus 1) responsibility to perform a LRN lookup on calls terminating to NPA-NXXs selected for Number Portability. If Requesting Carrier does not perform this responsibility on calls terminated to the Ameritech network, Ameritech will automatically perform the query and route the call to the proper destination. Under such circumstances, Requesting Carrier agrees to pay Ameritech the per query rates under the terms and conditions specified in Ameritech FCC No. 2 Access Tariff for LNP Query Service (Sections 5.2, 6.4 & 6.9).

7.7 Operator Services and Directory Assistance Services.

7.7.1 This Section 7.7 establishes the terms and conditions governing the provision to Requesting Carrier by Ameritech of manual and automated Local and intrastate intraLATA, interstate intraLATA Operator Toll and Assist Services ("OS"), and Home NPA Directory Assistance service and Information Call Completion Services ("DA"). Ameritech's offering of OS and DA services is made available as a stand alone, integrated service and not as an unbundled Network Element.

7.7.2 At Requesting Carrier's request, Ameritech will provide manual and automated OS and DA services to Requesting Carrier. A description of the OS and DA services to be provided is set forth on **Schedule 7.7.2.** A list identifying the NPA/Exchange areas of Ameritech Directory Assistance and Information Call Completion services will be provided to Requesting Carrier upon request. The Implementation Plan shall establish a process by which this list is updated as such DA services are provided in additional NPA/Exchange Areas.

7.7.3 Requesting Carrier is responsible for delivering its OS and DA traffic to Ameritech's TOPS switch. Specifically, Requesting Carrier shall provide the necessary direct trunking and termination facilities from its End Office to the Ameritech TOPS switch used to provide OS and DA services. Further, OS and DA traffic must be delivered to the Ameritech TOPS switch without any Tandem switching. The TOPS location to which Requesting Carrier will be responsible for delivering its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, unless technical or economic reasons provide otherwise, have Requesting Carrier deliver its OS or DA traffic to the TOPS switch most closely located to the Requesting Carrier's NPA/exchange originating the call.

7.7.4 Requesting Carrier is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the Ameritech switch used to provide OS and DA services. Where the total traffic exceeds the capacity of the existing circuits, additional circuits and additional facilities must be provided by Requesting Carrier to the extent necessary.

7.7.5 Requesting Carrier will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's DA and operator services offices. Requesting Carrier will locate, construct and maintain its facilities to afford reasonable protection against hazard and interference.

7.7.6 Requesting Carrier will furnish to Ameritech all information necessary for Ameritech's provision of OS and DA. All information provided shall be treated as Proprietary Information pursuant to Article XX. Requesting Carrier shall provide, at a minimum, the following applicable information to Ameritech not less than ninety (90) days (or such earlier time as mutually agreed upon) prior to the date on which Requesting Carrier requests Ameritech to provide OS and/or DA:

OS

- emergency agency phone numbers;
- rate information (such as mileage bands, operator surcharge information); and
- originating screening information.

DA

- listing information for the areas to be served by Ameritech; and
- network information necessary to provide for the direct trunking of the DA calls.

Requesting Carrier will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Requesting Carrier will inform Ameritech of other changes in the records on a mutually agreed upon schedule.

7.7.7 For branding of Calling Card, OS and DA calls, Ameritech shall record the branding announcement, no longer than 3 seconds, for installation on each OS and DA switch serving Requesting Carrier's Customers. Requesting Carrier shall provide Ameritech the wording of the announcement.

7.7.8 Requesting Carrier grants to Ameritech during the Term a non-exclusive, license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by Requesting Carrier under this Agreement will be maintained by Ameritech only for purposes of providing DA information to Requesting Carrier Customers, and will not be disclosed to third parties. This section does not prohibit Ameritech and Requesting Carrier from entering into a separate agreement which would allow Ameritech to provide or sell Requesting Carrier's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

7.7.9 Ameritech will supply Requesting Carrier with call detail information so that Requesting Carrier can rate and bill the call. This information excludes rating and invoicing of Customers.

7.7.10 Ameritech will bill Requesting Carrier monthly for the OS and DA services it performs at the rates specified in Item X of the Pricing Schedule, which will include detailed billing information as required to substantiate its charges.

ARTICLE VIII
INSTALLATION, MAINTENANCE, TESTING AND REPAIR

8.1 Operation and Maintenance. Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection.

Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of **Article XII**.

8.2 Installation, Maintenance, Testing and Repair. The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection will be determined in accordance with the requirements of **Section 3.8**.

8.3 Additional Terms. Additional terms regarding the installation, maintenance, testing and repair of equipment and facilities used for Interconnection shall be as set forth in the Implementation Plan.

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

9.1 Access to Network Elements.

9.1.1 Ameritech shall provide Requesting Carrier access to Ameritech's Network Elements on an unbundled basis at any technically feasible point mutually agreed by the Parties in accordance with the terms and conditions of this **Article IX** and the requirements of the Act. Ameritech shall provide Requesting Carrier access to each unbundled Network Element identified in **Section 9.2**, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of **Article II** and as required by the Act, in a manner that shall allow Requesting Carrier 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.

9.1.1.1 The UNE Remand Order was released by the FCC on November 5, 1999. Portions of the UNE Remand Order are effective within thirty (30) days after publication in the Federal Register and other portions are effective within one hundred-twenty (120) days after publication. Both Parties are analyzing their respective rights and obligations under the UNE Remand Order. Subject to the outcome of any appeal, including but not limited to any stay that may be obtained pending appeal, the Parties acknowledge that the UNE Remand Order requires Ameritech to offer certain unbundled Network Elements not included below, such as subloops, dark fiber, inside wire owned by Ameritech, xDSL-capable loops, high capacity loops, and packet switching capability in certain circumstances; and limits or conditions Ameritech's obligation to offer certain Unbundled Network Elements set forth below such as Unbundled Switching Capability and Operator Services and Directory Services. The Parties agree to negotiate an amendment to this Agreement to conform the Agreement with the UNE Remand Order and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions relating to each such Unbundled Network Element within the time frame(s) specified for providing access as set forth in the UNE Remand. If the Parties are unable to reach agreement on an amendment within the specific time frame set forth in the UNE Remand Order for providing access to any Unbundled Network Element, a Party may consider such failure to negotiate an amendment a "Dispute" under **Section 27.4** of the Agreement.

9.1.2 Notwithstanding anything to the contrary in this Agreement, if the FCC or a court of competent jurisdiction determines that incumbent local exchange carriers (and/or Ameritech specifically) are not required to provide access to one or more of the Network Elements (individually or in combination with another Network Element) described in this Agreement or places certain limitations or qualifications on the nature of such access, Ameritech may, by providing written notice to Requesting Carrier, require that any affected provision of this Agreement be deleted or renegotiated, as applicable, in good faith and this Agreement be amended accordingly. Notwithstanding anything to the contrary in this Agreement, if the FCC or a court of competent jurisdiction determines that incumbent local exchange carriers (and/or Ameritech specifically) are required to provide access to one or more Network Elements (individually or in combination with another Network Element) not described in this Agreement, Requesting Carrier may, by providing written notice to Ameritech, require than any affected provision of this Agreement be renegotiated, as applicable, in good faith and this Agreement be amended accordingly. If such modifications to the Agreement are not renegotiated within thirty (30) days after the date of such notice, a Party may (i) consider such failure to renegotiate a "Dispute" under **Section 27.3** of this Agreement or (ii) forego the dispute escalation procedures set forth in **Section 27.3** and seek any relief it is entitled to under Applicable Law.

9.1.3 Ameritech shall make available access to its Network Elements at the rates specified herein, including facilities and software necessary to provide such Network Elements, and as required by applicable law, in each case as such Network Element is defined herein as required by applicable law.

9.2 Network Elements. At the request of Requesting Carrier, Ameritech shall provide Requesting Carrier access to the following Network Elements on an unbundled basis:

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

9.2.2 Interoffice Transmission Facilities, as more fully described on **Schedule 9.2.2**.

9.3 Requesting Carrier's Combination of Network Elements.

9.3.1 Ameritech shall provide Requesting Carrier access to Network Elements via Collocation or any technically feasible method pursuant to 2.2 in a manner that shall allow Requesting Carrier to combine such Network Elements to provide a Telecommunications Service. Ameritech shall provide Requesting Carrier with access to all features and capabilities of each individual Network Element that Requesting Carrier combines in the same manner and subject to the same technical and interface requirements that Ameritech provides when such Network Elements are provided to Requesting Carrier on an individual basis.

9.3.2 Requesting Carrier, and not Ameritech, is responsible for performing the functions necessary to combine the unbundled Network Elements it requests from Ameritech. Requesting Carrier shall not combine unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to unbundled Network Elements or to Interconnect with Ameritech's network.

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 Ameritech provides to Requesting Carrier shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 The quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to Requesting Carrier hereunder shall be equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by Requesting Carrier, or access to such Network Element, at a level of quality that is equal to that which Ameritech provides to itself.

9.4.3 Consistent with Requesting Carrier's forecasted volumes and subject to the terms and conditions of **Section 19.5**, Ameritech shall provide Requesting Carrier access to Network Elements and Operations Support Systems functions, including the time within which Ameritech provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which Ameritech provides such elements to itself, its subsidiaries, Affiliates and any other person, except as may be provided by the Commission.

9.5 Provisioning of Network Elements.

9.5.1 Ameritech shall provide Requesting Carrier, and Requesting Carrier shall access, unbundled Network Elements as set forth on **Schedule 9.5**.

9.5.2 Ameritech shall provide Requesting Carrier access to, and Requesting Carrier shall use, all available functionalities of Ameritech's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements that Requesting Carrier purchases hereunder.

9.5.3 Prior to submitting an order for access to a Network Element which replaces, in whole or in part, a service offered by Ameritech or any other telecommunications provider for which Ameritech changes a primary Local Exchange Carrier (**"PLEC"**), Requesting Carrier shall comply with the requirements of **Section 10.11.1**.

9.5.4 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party that is served by an unbundled Network Element, the Parties shall follow the procedures described on **Schedule 10.11.2**.

9.5.5 When Ameritech receives an order for access to an unbundled Network Element or Elements (including conversion of certain special access circuits) from Requesting Carrier for the provision of local exchange Telecommunications Services for Requesting Carrier's Customer, and that Customer is currently provided local exchange Telecommunications Services by another carrier ("**Carrier of Record**") Ameritech shall notify such Carrier of Record of such order

in the same manner as described in **Section 10.11.1**. It shall then be the responsibility of the Carrier of Record and Requesting Carrier to resolve any issues related to that Customer. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all losses that may result from Ameritech acting under this **Section 9.5.5**.

9.6 Availability of Additional Network Elements. Any request by Requesting Carrier for access to a Network Element 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 and shall be subject to the payment by Requesting Carrier of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and to develop, install and provide access to such Network Element.

9.6.1 OSS Discounts. Ameritech will, subject to Requesting Carrier's qualifications and compliance with the provisions of Paragraph 18 of the FCC Conditions, provide Requesting Carrier access to unbundled local loops used to provide Advanced Services (as that term is defined in Paragraph 2 of the FCC Conditions) at the rates and on the terms and conditions set forth in Paragraph 18 of the FCC Conditions for the period specified therein, the rates, terms and conditions of which are incorporated herein by this reference. If Requesting Carrier does not qualify for the OSS discounts set forth in Paragraph 18 of the FCC Conditions, Ameritech's provision and Requesting Carrier's payment for unbundled Local Loops shall continue to be governed by **Article 9.0**.

9.6.2 Promotional Discounts on Unbundled Local Loops Used for Residential Services. Ameritech will, subject to Requesting Carrier's qualifications and compliance with the provisions of Paragraphs 45 and 46 of the FCC Conditions, provide Requesting Carrier access to unbundled 2-Wire Analog Voice Grade Loop(s) and/or 2-Wire ISDN 160 Kbps Digital Loop(s) described in **Section 9.1** used by Requesting Carrier to provision local services to residential customers only at the rates and on the terms and conditions set forth in Paragraphs 45 and 46 of the FCC Conditions for the period specified therein, the rates, terms and conditions of which are incorporated herein by this reference. If Requesting Carrier does not qualify for the promotional Unbundled Local Loop discounts set forth in Paragraphs 45 and 46 of the FCC Conditions, Ameritech's provision and Requesting Carrier's payment for Unbundled Local Loops shall continue to be governed by **Article 9.0**.

9.6.3 Uniform Interim Rates for Conditioning xDSL Loops. Ameritech will provide Requesting Carrier conditioning of xDSL Loop(s) at the uniform interim rates and on the terms and conditions set forth in Paragraph 21 of the FCC Conditions for the period specified therein, the rates, terms and conditions of which are incorporated herein by this reference. The uniform interim rates offered by Ameritech are set forth in **Item V** to the Pricing Schedule of the Agreement. The application of the rates and terms and conditions for conditioning xDSL Loop(s) set forth in Paragraph 21 of the FCC Conditions will be modified according to the outcome of the pending Special Construction Proceeding, before the Ohio Commerce Commission.

9.7 Pricing of Unbundled Network Elements. Ameritech shall charge Requesting Carrier the non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and

Cross-Connect charges) as specified at Item V of the Pricing Schedule. If Requesting Carrier requests and Ameritech agrees to provide services in excess of or not otherwise contemplated by this Agreement, Requesting Carrier shall pay Ameritech for any additional charges to perform such services.

9.8 Billing. Ameritech shall bill Requesting Carrier for access to unbundled Network Elements pursuant to the requirements of **Article XXVI** to this Agreement.

9.9 Maintenance of Unbundled Network Elements.

9.9.1 Ameritech shall perform maintenance of Loops as set forth in **Schedule 10.13**.

9.9.2 If (i) Requesting Carrier reports to Ameritech a suspected failure of a Network Element, (ii) Ameritech dispatches a technician, and (iii) such trouble was not caused by Ameritech's facilities or equipment, then Requesting Carrier shall pay Ameritech a trip charge and time charges as set forth at Item V of the Pricing Schedule.

9.9.3 Requesting Carrier and its Customer shall provide employees and agents of Ameritech access to Ameritech facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, auditing, disconnecting, removing or otherwise servicing such facilities.

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

10.1 Operations Support Systems Functions. Ameritech shall provide Requesting Carrier nondiscriminatory access to, and Requesting Carrier shall use, all available Operations Support Systems functions for the pre-ordering, ordering, provisioning, maintenance, repair and billing of Resale Services.

10.2 Operations Support Systems Functions — Provisioning.

(a) Provisioning EI for Pre-Ordering, Ordering and Provisioning. Ameritech shall provide access to, and Requesting Carrier shall use, the electronic interface described in Ameritech's then-current Electronic Service Ordering Guide (the "**Provisioning EI**") for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering and provisioning functions associated with Requesting Carrier's order of Resale Services. The Provisioning EI will be administered through a gateway that will serve as a single point of contact for the transmission of such data and will provide the functionality described in **Schedule 10.13.2**.

(b) Non-Electronic Orders. Prior to 2/28/00, Requesting Carrier shall establish the Provisioning EI so that it may submit all orders for Resale Services to Ameritech through such Provisioning EI. Ameritech shall have no obligation

to accept or provision any Requesting Carrier Service Order that is not submitted through the Provisioning EI (a **"Non-Electronic Order"**) except if Requesting Carrier is unable to submit a Service Order through the Provisioning EI and such inability is caused (i) by Ameritech's equipment and facilities (e.g., a functional limitation or malfunction) or (ii) by the temporary interruption or malfunction of Requesting Carrier systems or interfaces that precludes Requesting Carrier from using the Provisioning EI. If Requesting Carrier submits a Non-Electronic Order for the reasons set forth in clause (ii) above, the Parties agree that each Non-Electronic Order shall be (1) subject to additional non-recurring charges, as set forth in the Pricing Schedule, that compensate Ameritech for its costs in accordance with Section 252(d) of the Act to receive, process, provision and perform maintenance and repair for such Non-Electronic Orders, (2) processed and provisioned on a first-in, first-out basis with respect to all Non-Electronic Orders received by Ameritech and (3) subject to a limit of twenty (20) orders per day (Region-Wide and in the aggregate for all Non-Electronic Orders submitted hereunder, whether for Resale Services, access to unbundled Network Elements or LNP or any combination thereof). If Requesting Carrier intends to submit a Non-Electronic Order for the reasons set forth in **clause (ii)** above, Requesting Carrier shall provide written (via facsimile) and telephonic notice to its Ameritech account and service managers as soon as possible but prior to submitting such orders and shall provide in its notice (x) the reason Requesting Carrier is submitting such Non-Electronic Orders in lieu of using the Provisioning EI, (y) the time period for which Requesting Carrier will submit Non-Electronic Orders and (z) a good faith estimate of the number of Non-Electronic Orders to be submitted during such time period. Requesting Carrier agrees to use its best efforts to resume submitting Service Orders via the Provisioning EI as soon as possible but in any event within ten (10) Business Days after receipt by Ameritech of Requesting Carrier's written notice as described above. Ameritech shall have no obligation to accept or process Non-Electronic Orders after such ten (10) Business Day period.

(c) Pre-Ordering Functions. Requesting Carrier shall also use the Provisioning EI to access all of the other Operations Support Systems functions that are available through such Provisioning EI and which are described on **Schedule 10.13.2** and/or made available to Requesting Carrier after the Effective Date.

(d) Service Ordering and Provisioning. Service Orders will be placed by Requesting Carrier and provisioned by Ameritech in accordance with the procedures described in **Section 10.7**.

(e) Status Reports. After receipt and acceptance of a Service Order, Ameritech shall provide Requesting Carrier with service status notices on an exception basis.

(f) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of a Requesting Carrier Customer's Resale Service, unless directed to do so by Requesting Carrier by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's PLEC to a carrier other than Requesting Carrier.

10.3 Operations Support Systems Functions — Maintenance.

(a) Electronic Interface for Maintenance and Repair. Ameritech will provide access to, and Requesting Carrier shall use, an electronic interface (the **"Maintenance EI"**) 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 a gateway that will serve as a single point of contact for the transmission of such data.

(b) Maintenance. Maintenance will be provided by Ameritech as set forth in the Implementation Plan and in accordance with the requirements set forth in **Sections 10.7** and **Schedule 10.13**.

(c) Pre-Screening. Prior to referring troubles to Ameritech, Requesting Carrier shall complete the same prescreening guidelines with its Customers that Ameritech utilizes with its Customers; copies of which shall be provided by Ameritech to Requesting Carrier upon Requesting Carrier's request.

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 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, and if applicable, 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 Access to Collocation.

12.1.1 General. Ameritech shall provide Requesting Carrier Physical Collocation on Ameritech's Premises of equipment necessary for Interconnection (pursuant to **Article III**) or for access to unbundled Network Elements (pursuant to **Article IX**), except that Ameritech will provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as

provided in Section 251(c)(6) of the Act. Ameritech shall provide Requesting Carrier Collocation only for the purpose of Interconnection or access to Ameritech's unbundled Network Elements and for no other purpose other than as specifically provided by the Act, the Commission or the FCC.

12.1.2 Non Discriminatory Basis. Collocation shall be made available to Requesting Carrier by Ameritech on a nondiscriminatory basis to the priorities that Ameritech provides to itself, its subsidiaries, Affiliates or other persons. The quality of design, performance, features, functions and other characteristics of Collocation made available to Requesting Carrier under this Agreement shall be provided on a nondiscriminatory basis to that which Ameritech provides in its network to itself, its subsidiaries, its Affiliates or other persons.

12.1.3 Since the Parties have failed to agree on certain of the terms and conditions applicable to Collocation, including but not limited to terms and conditions regarding cageless physical collocation, shared caged collocation, and the equipment that may be collocated pursuant to Section 12.4.

12.2 Standard Collocation Offerings. Subject to **Section 12.1** and Requesting Carrier's compliance with applicable Collocation request, ordering and payment provisions of this Agreement, Ameritech shall provide Requesting Carrier access to the Standard Collocation Offerings described in this **Section 12.2**. Any request by Requesting Carrier for Ameritech to provide a Collocation method (or increment of space) not described in this **Section 12.2** shall be made pursuant to **Section 12.3**.

12.2.1 Ameritech Physical Collocation Service. Upon request, Ameritech shall provide Requesting Carrier Ameritech Physical Collocation Service (**"APCS"**) in any Unused Space. Caged APCS is available in increments of fifty (50) or one hundred (100) square feet. Requesting Carrier may install a transmission node enclosure itself or may request that Ameritech provide such enclosure. Ameritech agrees to provide collocation space in increments of 36 inches by 36 inches ("36x36 footprint") for Requesting Carrier to use as cageless collocation space.

12.2.2 Virtual Collocation. Upon request, Ameritech shall provide Requesting Carrier Virtual Collocation in any Unused Space. If Requesting Carrier wishes to Virtually Collocate a bay other than a Standard Bay, it must request such Virtual Collocation via an NSCR. Requesting Carrier shall not have physical access to its Virtually Collocated equipment but may, at its expense, electronically monitor and control its Virtually Collocated equipment. Ameritech shall, subject to Requesting Carrier's payment of the applicable rates, fees and charges, be responsible for installing, maintaining and repairing Requesting Carrier's equipment. Requesting Carrier cannot convert its Virtually Collocated equipment "in-place" to a method of Physical Collocation available hereunder (e.g., no "in-place" conversion of Virtual Collocation to Cageless Physical Collocation). In addition to the rates set forth in Item VII of the Pricing Schedule, if Ameritech must locate Requesting Carrier's Virtual Collocation bays in its switch line-up, Requesting Carrier shall also be responsible for any extraordinary costs necessary to condition such space.

12.3 Non-Standard Collocation Requests.

12.3.1 Non-Standard Collocation Request. Subject to **Sections 12.3.1** and **12.3.2** Requesting Carrier may request Ameritech to provide a Collocation method (or an increment of space) not described in **Section 12.2** by submitting to Ameritech a Non-Standard Collocation Request in the form set forth on **Schedule 12.3** (an **"NSCR"**). Collocation requested via an NSCR shall (i) be subject to the payment by Requesting Carrier of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and to develop, provision and bill such Collocation method, (ii) be excluded from any standard provisioning intervals or performance credits contained in this Agreement and (iii) require the Parties to include in an amendment to this Agreement any rates, terms and conditions applicable to such NSCR within thirty (30) days after Requesting Carrier confirms its order pursuant to the NSCR.

12.3.2 Adjacent Collocation. If and only if there is no Unused Space for Physical Collocation, Requesting Carrier may submit to Ameritech an NSCR that requests Ameritech to provide Requesting Carrier Adjacent Collocation to the extent technically feasible. As used in this Agreement, **"Adjacent Collocation"** shall mean Collocation on Ameritech's property in adjacent controlled environmental vaults or similar structures (collectively, an **"Adjacent Structure"**). Ameritech shall only be required to provide Adjacent Collocation if technically feasible, and subject to reasonable safety and maintenance requirements, zoning and other state and local regulations. Ameritech shall provide power and Physical Collocation services and facilities in and to Adjacent Structures subject to the same nondiscrimination requirements as traditional Collocation arrangements. Requesting Carrier shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure. Subject to zoning and safety requirements, and provided Ameritech owns or controls the property in question, Ameritech reserves the right to assign the location of the Adjacent Structure. Ameritech shall have no obligation to consider or process an NSCR for Adjacent Collocation until Requesting Carrier has secured and provided Ameritech evidence of final approval for the requested Adjacent Structure (and any transmission and power connections) from (i) any applicable local governmental or other authority having jurisdiction to approve or grant zoning compliance or waivers and (ii) if the land on which Requesting Carrier seeks to locate such Adjacent Structure is not owned by Ameritech, such owner or landlord. Requesting Carrier shall not place any signage or marking of any kind on a Adjacent Structure or on the Ameritech grounds surrounding the Adjacent Structure. If space becomes available in Ameritech's Premises, and Requesting Carrier elects to order Collocation in such Premises in lieu of its Adjacent Collocation, then Requesting Carrier shall remove its Adjacent Structure at its expense no later than sixty (60) days after Requesting Carrier's "replacement" Collocation within Ameritech's Premises becomes operational.

12.3.3 ILEC Collocation. Requesting Carrier may also request via an NSCR that Ameritech offer Requesting Carrier a collocation arrangement not offered in this **Article XII** but that has been made available by another incumbent LEC (**"ILEC Collocation"**). A request for ILEC Collocation is available subject to space and technical limitations.

12.4 Eligible Equipment for Collocation.

Types of Equipment: In accordance with Section 251(c)(6) of the Telecommunications Act, Requesting Carrier may collocate equipment "necessary for interconnection or access to unbundled network elements." For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to Ameritech's network "for the transmission and routing of telephone exchange access," or for access to unbundled network elements "for the provision of a telecommunications service." Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexerrs; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.

In addition, Ameritech permits Requesting Carrier collocation of Multifunctional Equipment included in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "Advanced Services Equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used inly in the provision of Advanced Services Spectrum Splitters (or the equivalent functionality) used to separate the voice grade channell from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment." In order to qualify for collocation based on falling within the definition, the equipment in question must either (A) be solely of the types, and exclusively for the uses, included in this definition or (B) be of such types, and for such uses, combined solely with additional functions that are "necessary for interconnection or access to unbundled network elements." For instance, additional switching use, except as included in the next paragraph, or enhanced services functionality would disqualify the equipment from collocation under this definition.

Ameritech does not allow collocation of other Multifunctional Equipment, except that Ameritech allows collocation of remote switch modules ("RSMs") solely under the following conditions: (1) RSM may not be used as a stand-alone switch; it must report back to and be controlled by a Requesting Carrier identified and controlled (i.e., Requesting Carrier owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM equipment must be used only for the purpose of interconnection Ameritech's network for the transmission and routing of telephone exchange service or exchange access or for access to Ameritech's unbundled network elements for the provision of a telecommunications service. Ameritech will allow Requesting Carrier to collocate, on a non-discriminatory basis, other multi-functional equipment only if Ameritech and Requesting Carrier mutually agree to such collocation.

For purposes of this section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.

Ameritech will not allow collocation of stand-alone switching equipment. For purposes of this section, "stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon host switch, regardless of other functionality that also may be combined in the equipment; (3) equipment that is used solely, fundamentally, or predominately for switching and does not meet any of the above-described categories of equipment that Ameritech allows, including qualifications stated for such categories; (4) functionality of a class 4 or 5 switch, with the following nonexlusive examples: Lucent Pathstar 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Seimens EWSD; including any such switch combined with other functionality. Ameritech will not allow collocation of any enhanced services equipment.

Ancillary equipment is not "necessary" for interconnection or access to UNEs. Ameritech allows Requesting Carrier to place in its premises certain ancillary equipment solely to support and be used with equipment that the Requesting Carrier has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, cabinets for spares, and potential other ancillary equipment may be placed in Ameritech's premises, on a non-discriminatory basis, only if Ameritech and Requesting Carrier mutually agree to such placement. Requesting Carrier may not place in Ameritech premises ancillary equipment that would duplicate equipment used by Ameritech, and/or functions performed by Ameritech, as part of its provision of infrastructure systems for collocation. Infrastructure systems include, but are not limited to, structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, 205 F.3d 416 (D.C. Cir. 2000) ("GTE Opinion"), Ameritech will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in an Ameritech premises, that prior to the May 11, 2000 effective date of the GTE Opinion (1) were in place in Ameritech or (2) were requested by Requesting Carrier and accepted by Ameritech on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999). Ameritech reserves the right to assert that it may alter or terminate these collocation arrangements immediately of a federal or state court or regulatory agency (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-a-vis other carriers.

12.4.1 Safety Standards. (a) All equipment to be Collocated in Ameritech's Premises must comply, as of the date such equipment is installed in Ameritech's Premises, with then current (i) Bellcore Network Equipment and Building Specifications ("NEBS") Level 1 requirements, (ii) NEBS EMI emissions requirements, as stated in GR-1089-CORE, Criteria [10],

(iii) NEBS Corrosion requirements, as stated in GR-1089-CORE, Criteria [72, 73], if such equipment has an electrical connection to outside plant and (iv) safety requirements as Ameritech may reasonably deem applicable to protect Ameritech's Premises and equipment and Other Collocator's equipment; provided such safety requirements are applied on a nondiscriminatory basis (items (i) - (iv) above collectively referred to as the **"Safety Standards"**).

(b) If Ameritech denies Collocation of Requesting Carrier's equipment in an Ameritech Premises, citing Safety Standards, Ameritech will provide within five (5) Business Days of Requesting Carrier's written request to the Ameritech representative(s), identified on TCNet, a list of all Ameritech network equipment that Ameritech has placed within the network areas of such Premises within the twelve (12) month period preceding the date of Ameritech's denial of Requesting Carrier's equipment, together with an affidavit attesting that the Ameritech network equipment on such list meets or exceeds the Safety Standard(s) that Ameritech contends Requesting Carrier's equipment fails to meet.

(c) If Requesting Carrier fails to provide Ameritech accurate and complete NEBS data sheets and other applicable or relevant information prior to the Occupancy Date to confirm that its equipment complies with the Safety Standards, Requesting Carrier shall not be permitted to install such equipment in Ameritech's Premises.

12.4.2 Equipment Compliance. (a) Except as provided in **Section 12.4.3(b)** below, prior to placing its Collocation equipment in its Collocation space, Requesting Carrier shall submit to Ameritech a list and description of the equipment Requesting Carrier wishes to place in its Collocation space so that Ameritech can confirm that such equipment complies with the terms, conditions and restrictions of this **Section 12.4**. Requesting Carrier shall provide, at a minimum, the following information with respect to each piece of equipment it intends to Collocate in Ameritech's Premises:

(1) Name of Hardware and Software Manufacturer;
(2) Model and Release Number; and
(3) Third-party certification by an independent qualified testing facility and any necessary documentation that evidences compliance with the standards set forth in **Section 12.4.2**.

Ameritech will review and confirm or deny Requesting Carrier's list and description of equipment within ten (10) Business Days after Ameritech receives an accurate and complete list (i.e., all information is completed and any necessary documentation is attached). Requesting Carrier shall not place its Collocation equipment in its Collocation space until Requesting Carrier receives Ameritech's written confirmation that such equipment complies with the terms, conditions and restrictions of this Section 12.4.

(b) Ameritech may, at its discretion, maintain on its Collocation webpage a list of equipment that complies with the terms, conditions and restrictions of this Section 12.4. If Ameritech does maintain such a webpage of approved equipment, Requesting Carrier need not

obtain prior approval from Ameritech for a piece of equipment if such equipment (including model and release number(s)) is described as "approved" on such webpage. Instead, at the final walkthrough, Requesting Carrier shall provide Ameritech written certification that any equipment to be placed in its Collocation space for which pre-certification was not received pursuant to Section 12.4.3(a) is listed as "approved" equipment on the then-current Collocation webpage.

12.4.3 Disputes on Eligible Equipment. If Ameritech denies Requesting Carrier the ability to Collocate equipment on the grounds that such equipment does not comply with the requirements of this **Section 12.4**, such denial shall be deemed a Dispute and shall be subject to the provisions of **Section 27.4**.

12.5 Transport Facility Options. For both Physical Collocation and Virtual Collocation, Requesting Carrier may either purchase unbundled transport facilities (and any necessary Cross-Connection) from Ameritech or provide its own or third-party leased transport facilities and terminate those transport facilities in its equipment located in its Collocation space at Ameritech's Premises.

12.6 Interconnection with other Collocated Carriers. Upon placement of a service order, Ameritech shall permit Requesting Carrier to Interconnect its network with that of another Collocating Telecommunications Carrier at Ameritech's Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier ("**Carrier Cross-Connect Service for Interconnection**" or "**CCCSI**") only if Requesting Carrier and the other collocating Telecommunications Carrier's Collocated equipment are used for Interconnection with Ameritech or to access Ameritech's unbundled Network Elements. Requesting Carrier may construct its own CCCSI (using copper cable or optical fiber equipment) between the two carriers' Collocated equipment. Such CCCSI (i) must, at a minimum, comply in all respects with Ameritech's technical and engineering requirements and (ii) shall require Requesting Carrier to lease Ameritech cable rack and/or riser space to carry the connecting transport facility. The rates for leasing of cable rack and riser space are set forth at Item VII of the Pricing Schedule. If Requesting Carrier Interconnects its network with another Collocating Telecommunications Carrier pursuant to this **Section 12.6**, Requesting Carrier shall, in addition to its indemnity obligations set forth in **Article XXIV** and **Section 12.10.7**, indemnify Ameritech for any Loss arising from Requesting Carrier's installation, use, maintenance or removal of such connection with the other Collocating Telecommunications Carrier, to the extent caused by the actions or inactions of Requesting Carrier or its agents, including the other Collocating carrier.

12.7 Interconnection Points and Cables.

Ameritech shall:

12.7.1 provide Requesting Carrier an Interconnection point or points physically accessible by both Ameritech and Requesting Carrier, at which the fiber optic cable carrying Requesting Carrier's circuits can enter Ameritech's Premises; provided that Ameritech shall designate Interconnection Points as close as reasonably possible to Ameritech's Premises;

12.7.2 provide at least two (2) such Interconnection points at Ameritech's Premises at which there are at least two (2) entry points for Requesting Carrier's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points; and

12.7.3 permit Requesting Carrier Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission.

12.8 Space Exhaustion.

12.8.1 Ameritech shall post on a publicly available Internet site, a document (the **"Exhaustion Report"**) that identifies each Ameritech Premises for which Physical Collocation is unavailable because of space limitations. Ameritech will update the Exhaustion Report to add additional Premises that run out of Physical Collocation space and to remove Premises in which Physical Collocation becomes available within ten (10) Business Days of the date on which space becomes exhausted or available, as applicable, at such Premises. Ameritech will recover from Requesting Carrier its costs to provide the Exhaustion Report in the manner determined by the Commission.

12.8.2 (a) Upon Requesting Carrier's order, Ameritech shall provide Requesting Carrier a report (the **"Premises Report"**) that includes for a specific Premises:

(1) the amount of Physical Collocation Space available in that Premises;
(2) the number of Telecommunications Carriers Physically Collocated in that Premises at the time of such request;
(3) any modifications in the use of space in that Premises since Ameritech last provided a report on such Premises; and
(4) any measures Ameritech is taking to make additional space available in that Premises for Physical Collocation.

Premises Reports shall be ordered by noting so in the Remarks section of the Collocation order form and shall specifically identify the CLLI code of each Premises for which a report is ordered. A Premises Report shall be deemed Proprietary Information of Ameritech and subject to the terms, conditions and limitations of **Article XX**.

(b) The intervals for delivering a Premises Report are as follows:

Number of Premises Reports Requested within a Five (5) Business Day Period	Premises Report Delivery Interval
1-5	Ten (10) Business Days
6-20	Twenty-Five (25) Business Days

If Requesting Carrier requests twenty-one (21) or more Premises Reports within a five (5) Business Day period, the Premises Report Delivery Interval will be increased by five (5) Business Days for every five (5) additional Premises Report requests or fraction thereof.

(c) Requesting Carrier shall compensate Ameritech on a time and materials basis for each Premises Report ordered, such charges to be determined in accordance with Section 252(d) of the Act (including any applicable contribution).

12.8.3 If Ameritech denies a request for Physical Collocation because of space limitations in a given Premises, Requesting Carrier may request that Ameritech provide a tour (without charge) of such Premises within ten (10) Business Days (or such later date as mutually agreed) of Requesting Carrier's written request for such tour, delivered to the Ameritech representative(s) identified on TCNet; provided, however, that Ameritech shall not be required to provide a tour of any Premises that is listed in the Exhaustion Report if the Commission or an independent third party auditor has confirmed that Physical Collocation space is unavailable in such Premises because of space limitations or is otherwise not practicable. Each request for a Premises tour must include (i) the Premises where Physical Collocation was denied, (ii) the date of such denial and (iii) the applicable Ameritech order numbers. Requesting Carrier shall be permitted to tour the entire Premises, not just the room in which space was denied and may bring not more than two (2) representatives on the tour. Prior to taking a tour, each representative must execute and deliver to Ameritech Ameritech's standard nondisclosure agreement. In no event shall any camera or other video/audio recording device be brought on or utilized during any tour of an Ameritech Premises.

12.8.4 At the request of the Commission or Requesting Carrier, Ameritech shall remove any obsolete and unused equipment (e.g., "retired in-place") from its Premises. Ameritech shall be permitted to recover the cost of removal and/or relocation of such equipment if Ameritech incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

12.8.5 If Ameritech denies Requesting Carrier's Physical Collocation request because of space limitations and, after touring the applicable Premises, the Parties are unable to resolve the issue of whether the denial of space was proper, Ameritech shall, in connection with any complaint filed by Requesting Carrier, file with the Commission detailed floor plans or diagrams of such Premises, subject to protective order.

12.9 Allocation of Collocation Space.

12.9.1 After Requesting Carrier is occupying Physical Collocation space in a given Premises, Requesting Carrier may reserve additional Physical Collocation space for its future use in that Ameritech Premises in accordance with the provisions of **Schedule 12.9.1**. Ameritech shall notify Requesting Carrier in writing if another Telecommunications Carrier requests Collocation space that is reserved by Requesting Carrier. Requesting Carrier shall within five (5) Business Days of receipt of such notice provide Ameritech either (i) written notice that Requesting Carrier relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of **Schedule 12.9.1**. Failure of Requesting Carrier to respond to Ameritech within the foregoing five (5) Business Day period shall be deemed an election by Requesting Carrier to relinquish such space. As used in this **Article XII**, **"space"** shall refer to, as applicable, floor space or bays.

12.9.2 Ameritech shall not be required to lease or construct additional space in its Premises to provide Requesting Carrier Physical Collocation when existing space in such Premises has been exhausted.

12.9.3 Requesting Carrier will provide Ameritech with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes described on **Schedule 12.9.3**. Ameritech will attempt to deliver Collocation pursuant to Requesting Carrier's forecasts to the extent that Collocation space is then available.

12.10 Security Arrangements.

12.10.1 General Security Arrangements. The following security arrangements shall apply to Requesting Carrier's access to and use of Ameritech's Premises for Collocation. Each of the below security arrangements are intended to protect Ameritech's network and equipment from harm, and to ensure network security and reliability. Ameritech shall not impose security requirements that result in increased Collocation costs unless such security requirements have concomitant benefits of providing necessary protection of Ameritech's equipment. If, at any time after the Effective Date, Ameritech imposes more stringent security arrangements upon its employees or its authorized vendors, Ameritech shall provide written notice to Requesting Carrier of such new security arrangements and the Parties shall execute an amendment to this Agreement to incorporate such new security arrangements, with such amendment to be effective no later than thirty (30) days after Requesting Carrier's receipt of such written notice.

12.10.2 Access to Physical Collocation. (a) Requesting Carrier shall have 24 x 7 access to its Physical Collocation (APCS) as specifically described in this **Article XII**. Subject to the last sentence of **subsection (b)** below, once Ameritech has implemented in an Ameritech Premises the security arrangements described in this **Article XII**, Requesting Carrier may access such Premises without an escort. However, prior to the date on which security arrangements have been implemented in specific Premises, security escorts shall be required, at no cost to Requesting Carrier. Requesting Carrier shall provide Ameritech with telephonic notice at the time of dispatch of

Requesting Carrier's employees to an Ameritech Premises and, if possible, no less than sixty (60) minutes notice prior to arrival at such Premises.

(b) Requesting Carrier shall receive 24 x 7 access to Ameritech's Premises only after the Delivery Date of its Physical Collocation arrangement. Prior to that date, Requesting Carrier may only access Ameritech Premises for the purposes set forth in this **Article XII** (e.g., initial walk-through and acceptance walk-through) and only with an Ameritech representative. Prior to the date Requesting Carrier is provided access to its Physical Collocation, any Requesting Carrier employee seeking to access an Ameritech Premises must obtain a photo I.D. and, once access is provided, wear such photo I.D. while in the Ameritech Premises. Until a photo I.D. is issued, Requesting Carrier's employees shall require a security escort in Ameritech's Premises, at no cost to Requesting Carrier.

(c) Ameritech (and its agents, employees, and other Ameritech-authorized persons) shall have the right to enter Requesting Carrier's Physical Collocation at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by Ameritech, and for any other purpose deemed reasonable by Ameritech. Ameritech may also access Requesting Carrier's Physical Collocation for purpose of averting any threat of harm imposed by Requesting Carrier or its equipment or facilities upon the operation of Ameritech equipment, facilities and/or personnel located outside of Requesting Carrier's Physical Collocation. Ameritech will notify Requesting Carrier by telephone of any emergency entry and will leave written notice of such entry in the Physical Collocation. If routine inspections are required, they shall be conducted at a mutually agreeable time.

12.10.3 Physical Security Arrangements. Ameritech may, at its sole discretion, adopt reasonable security arrangements to protect its equipment, including separating its equipment with a partition, installing security cameras or other monitoring devices, badges with computerized tracking systems, photo I.D., electronic or keyed access and/or logs. If any of the security arrangements adopted by Ameritech require the participation of Requesting Carrier's employees (e.g., electronic access cards, or badges or photo I.D.), Requesting Carrier agrees on behalf of itself and its employees to comply with any rules applicable to such arrangements. Upon resignation, suspension, retirement or termination of any employee or technician that Requesting Carrier has secured badges or electronic access cards or keys to Ameritech's Premises, Requesting Carrier shall recover said badge, access cards and/or keys from such individuals and return them to Ameritech. Ameritech may bill Requesting Carrier to change locks, badges or access cards due to these items not being returned to Ameritech. Ameritech shall recover its costs from Requesting Carrier to install, maintain and repair any security arrangements in the manner (i.e., nonrecurring or recurring) determined by the Commission. Any information collected by Ameritech in the course of implementing or operating security arrangements shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of **Article XX**.

12.10.4 Security Checks and Training. Requesting Carrier shall conduct background checks of each of its employees, technicians and vendors that access Ameritech's Premises. Ameritech shall provide Requesting Carrier a list of actions for which Ameritech precludes persons from accessing Ameritech's Premises and Requesting Carrier shall apply such

actions to its employees and vendors. Requesting Carrier's employees and approved vendors shall be required to undergo the same level of security training, or its equivalent, that Ameritech's own employees or vendors providing similar functions, must undergo. Ameritech shall provide Requesting Carrier information on the specific type of training so that Requesting Carrier may provide such security training. Requesting Carrier shall provide Ameritech written certification that its employees and approved vendors have satisfied the necessary security training prior to accessing Ameritech's Premises.

12.10.5 Breach of Security Rules. If a Requesting Carrier employee violates the security rules applicable to Ameritech's Premises, Ameritech shall have the right to remove such employee from the Premises immediately and thereafter refuse such employee access to Ameritech's Premises.

12.10.6 Insurance. Requesting Carrier shall furnish Ameritech with certificates of insurance which evidence the minimum levels of insurance set forth in **Section 19.8**, state the types of insurance and policy limits provided Requesting Carrier and name Ameritech as an additional insured. All insurance must be in effect and received on or before the Occupancy Date and shall remain in force as long as any of Requesting Carrier's facilities or equipment remain within Ameritech's Premises. If Requesting Carrier fails to maintain the coverage, Requesting Carrier hereby authorizes Ameritech, and Ameritech may, but is not required to, pay the premiums thereon, and if so, shall be reimbursed by Requesting Carrier. Requesting Carrier must also conform immediately to the recommendation(s) specific to its Collocation space, or the Ameritech Premises, in general, which are made by Ameritech's property insurance company as a result of a fire safety inspection. To the extent that these recommendation(s) also apply to Ameritech, Requesting Carrier shall only be required to conform to those recommendation(s) implemented by Ameritech. The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER(S)."

Any vendor approved by Ameritech to enter Ameritech's Premises to perform work or services for or on behalf of Requesting Carrier must also, as a condition of such approval, maintain the same insurance requirements set forth in **Section 19.8**.

12.10.7 Indemnification. In addition to its indemnity obligations set forth in **Section 24.1**, Requesting Carrier shall indemnify Ameritech for any Loss to Ameritech or a third party caused in whole or in part, by acts or omissions, negligence or otherwise, of Requesting Carrier, its employees, or vendors performing work on Requesting Carrier's behalf in Ameritech's Premises, including any Loss as a result of (i) injury to or death of any person; (ii) damage to or loss or destruction of any property, real or personal, or (iii) attachments, liens or claims of material person's or laborers arising out of, resulting from, or in connection with any services performed on behalf of Requesting Carrier.

12.10.8 Disclaimer of Responsibility. Requesting Carrier acknowledges that Ameritech provides carriers other than Requesting Carrier Physical Collocation in Ameritech's

Premises, which carriers may include competitors of Requesting Carrier, and that those carriers' employees, technicians and vendors (such third party carriers, employees, technicians and vendors collectively referred to as the **"Other Collocators"**) will access the Ameritech Premises in which Requesting Carrier's equipment is Physically Collocated. Requesting Carrier further acknowledges that Other Collocators may, if Requesting Carrier has ordered Cageless Physical Collocation, have access to Requesting Carrier's Collocated equipment and/or if Requesting Carrier has a form of caged Physical Collocation, have access to the area immediately surrounding the transmission node enclosure, which enclosure is a permeable boundary that will not prevent the Other Collocators from observing or even damaging/injuring Requesting Carrier's equipment, facilities or personnel. Requesting Carrier agrees that Ameritech shall have no obligation to monitor Requesting Carrier's Physically Collocated equipment and that, in addition to any other applicable limitation contained herein, Ameritech shall have no responsibility nor liability for any Loss to Requesting Carrier, its equipment or personnel with respect to any act or omission by any Other Collocators, regardless of the degree of culpability of any such Other Collocators, except if such Loss is caused by an Ameritech employee or vendor specifically performing work on Ameritech's behalf (and not an Ameritech authorized vendor that happens to be performing work for another carrier Collocated in Ameritech's Premises).

12.11 Subcontractor and Vendor Approval. Requesting Carrier may install and maintain its Physically Collocated equipment or, it may subcontract such responsibilities to an Ameritech-approved vendor. All installation work, whether performed by Requesting Carrier or an Ameritech-approved vendor, shall comply in all respects with Ameritech's technical, engineering and environmental requirements and is subject to Ameritech's inspection upon completion of such work. Requesting Carrier shall be solely responsible for all costs associated with the planning, installation and maintenance of its Collocated equipment.

12.12 Delivery of Collocated Space.

12.12.1 Ordering. (a) Ameritech shall provide Requesting Carrier with a single point of contact for all inquiries regarding Collocation. Requesting Carrier shall request space for Collocation by delivering to Ameritech a complete and accepted Collocation order form (if completed, a **"Collo Order"**). Each Collo Order shall include a Collocation Application Fee and specify (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) a prioritized list of its preferred methods of Collocation, if and as applicable (e.g., APCS cageless, shared, etc.), (iv) the interoffice transmission facilities Requesting Carrier will require for such space, (v) the equipment to be housed in such space, (vi) Requesting Carrier's anticipated power requirements for the space, (vii) any extraordinary additions or modifications (e.g., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate Requesting Carrier's

Collocated equipment, (viii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (ix) the date on which Requesting Carrier intends to initiate service from such space. Ameritech shall notify Requesting Carrier in writing (the **"Collo Response"**) as to whether the requested space and preferred method(s) of Collocation are available within the interval specified in **subsection (b)** below. If space is not available for Physical Collocation, Ameritech shall specify in its Collo Response to Requesting Carrier when space for Physical Collocation will be made available to Requesting Carrier and shall offer to Requesting Carrier Virtual Collocation in accordance with **Section 12.12.3**. If intraoffice facilities will not be available for Collocation within three (3) months of receipt of Requesting Carrier's (and, if applicable, each Resident Collocator's) payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of Requesting Carrier's Collo Order for Virtual Collocation pursuant to **Section 12.12.1**, then Ameritech shall provide written notification, within ten (10) Business Days after the initial walk-through, as to when the intraoffice facilities will be made available.

(b) Ameritech shall deliver its Collo Response to Requesting Carrier within the following intervals, which intervals commence on the day after Ameritech receives a complete and accurate Collo Order:

Number of Collo Orders Submitted within Five (5) Business Days	Collo Response Interval
1-5	Ten (10) Business Days
6-10	Fifteen (15) Business Days
11-15	Twenty (20) Business Days

If Requesting Carrier submits sixteen (16) or more Collo Orders within five (5) Business Days, the Collo Response Interval will be increased by five (5) Business Days for every five (5) additional Collo Orders or fraction thereof.

12.12.2 Physical Collocation.

(a) If space for Physical Collocation is immediately available at the time of Requesting Carrier's Collo Order, Ameritech shall include in its Collo Response to Requesting Carrier notice of such immediate availability.

(b) If Requesting Carrier's requested Physical Collocation space is available, Ameritech and Requesting Carrier shall have an initial walk-through of such space within the interval specified in the Implementation Plan. Absent Ameritech's written consent, Requesting Carrier must have at least one (1) authorized employee (i.e., in addition to any authorized vendor) at such walk-through. If during the initial walk-through, Requesting Carrier wishes to modify or change its Collo Request, Requesting Carrier must sign or initial any such modifications or changes and provide Ameritech a change order reflecting same within five (5) Business Days of such initial walk-through. If a change or modification

is noted at the initial walk-through, Ameritech shall have no obligation to commence work on Requesting Carrier's Collocation space until it receives a change order to amend the Collo Request or written confirmation that Requesting Carrier does not wish to pursue such change or modification. Failure to provide Ameritech the change order or written confirmation within the foregoing five (5) Business Day period shall be deemed a Requesting Carrier Delaying Event for the period between the expiration of such five (5) day period and the date of actual receipt by Ameritech.

(c) Ameritech shall deliver to Requesting Carrier the requested space on or before the later of (i) one hundred twenty (120) days from Ameritech's receipt of Requesting Carrier's Collo Order, (ii) ninety (90) days from the date of the initial walk-through and (iii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Requesting Carrier such space within the foregoing intervals (such date of delivery referred to as the **"Delivery Date"**).

(d) Physical Collocation space ordered by Requesting Carrier will be made available to Requesting Carrier by Ameritech as more fully described in **Section 1** of **Schedule 12.12**.

(e) Ameritech may begin billing recurring charges for the Collocated space on the date such space is made available for occupancy (the **"Occupancy Date"**). Requesting Carrier shall vacate the Collocated space if either (i) Requesting Carrier (or one of its Resident Collocators, if applicable) fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection with Ameritech and/or access to Ameritech's unbundled Network Elements to be housed in such space or (ii) Requesting Carrier (or one of its Resident Collocators, if applicable) fails to Interconnect to the Ameritech network within one hundred fifty (150) days of the Occupancy Date. If Requesting Carrier is required to vacate the space pursuant to this **Section 12.12.2(e)**, Requesting Carrier (and its Resident Collocators) shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, Requesting Carrier still requires Collocation in that Premises, Requesting Carrier shall be required to submit a new request for Collocation pursuant to the provisions of **Section 12.12.1**.

(f) Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0** of **Schedule 12.12**.

(g) At Requesting Carrier's request Ameritech shall provide for APCS within three (3) months after receiving Requesting Carrier's (and, as applicable, each Resident Collocator's) Initial COBO Payment or such other

reasonable date the Parties agree upon pursuant to **Section 12.12.2(c)**, equipment node enclosures at a height of eight (8) feet, without ceiling. Where Ameritech cannot feasibly provide Requesting Carrier with equipment node enclosures within the foregoing period, Ameritech shall notify Requesting Carrier of this fact within ten (10) Business Days from the later of (i) the walk-through and (ii) the receipt of Requesting Carrier's Collo Order.

(h) After Ameritech completes its preparation of the Physical Collocation space, Requesting Carrier and Ameritech will complete an acceptance walk-through. Major exceptions that are noted during this acceptance walk-through shall be corrected by Ameritech within thirty (30) days after the walk-through while minor exceptions shall be corrected as soon as possible, commensurate with the materiality of such exceptions. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from Requesting Carrier's original request for Collocation shall be at Ameritech's expense, subject to any change orders requested by Requesting Carrier.

12.12.3 Virtual Collocation.

(a) If Requesting Carrier requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and Requesting Carrier elects Virtual Collocation, and such Virtual Collocation is available at the time of Requesting Carrier's Collo Order, Ameritech shall include in its Collo Response if the space requested is available.

(b) Ameritech shall deliver to Requesting Carrier the requested space on or before the later of (i) twelve (12) weeks from Ameritech's receipt of Requesting Carrier's Collo Order for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Requesting Carrier such space within twelve (12) weeks (such date of delivery referred to as the **"Delivery Date"**) and Ameritech notified Requesting Carrier of this fact within ten (10) Business Days after the initial walk-through.

(c) Virtual Collocation space ordered by Requesting Carrier will be made available to Requesting Carrier by Ameritech, as more fully described in **Section 3** of **Schedule 12.12**.

(d) Ameritech shall install Cross-Connects, when cross-connecting for thru-connect purposes as directed by Requesting Carrier, at the rates provided at Item VII of the Pricing Schedule.

12.13 Pricing. The rates charged to Requesting Carrier for Collocation are set forth at Item VII of the Pricing Schedule. Ameritech shall allocate space preparation, security measures, and other Collocation charges on a pro-rated basis so that if Requesting Carrier is the first collocator in a particular Ameritech Premises, it will not be responsible for the entire cost of site preparation (unless Requesting Carrier occupies all space conditioned); provided, however, that Requesting Carrier shall be responsible for all costs attributable to a unique or non-standard request. The rates set forth at Item VII of the Pricing Schedule reflect only the standard Collocation methods and services described in this **Article XII**. Any request for additional methods or services consistent with this **Article XII** or Applicable Law, including any request for Americans with Disability Act construction, shall be provided on a case by case basis.

12.14 Billing. Ameritech shall bill Requesting Carrier for Collocation pursuant to the requirements of **Article XXVI** to this Agreement.

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

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

12.17 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, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

12.17.1 Requesting Carrier shall restrict access to Requesting Carrier equipment, support equipment, systems, tools and data, or spaces which contain or house Requesting Carrier equipment enclosures, to Requesting Carrier employees and other authorized non-Requesting Carrier personnel to the extent necessary to perform their specific job function.

12.17.2 Requesting Carrier shall comply at all times with security and safety procedures and existing requirements that are defined by Ameritech and imposed by Ameritech or its own employees and contractors.

12.17.3 For secured Physical Collocation arrangements, Ameritech shall furnish the Requesting Carrier with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into secured Requesting Carrier space, subject to **Section 12.7.2** and **Article XX**.

12.17.4 For APCS, Ameritech shall furnish to Requesting Carrier a current written list of Ameritech's employees who Ameritech authorizes to enter Requesting Carrier's Physical Collocation.

12.17.5 Ameritech shall, where practicable, secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's equipment.

12.17.6 For APCS, Ameritech shall limit the keys used in its keying systems for Requesting Carrier's specific Physical Collocation space which contain or house Requesting Carrier equipment or equipment enclosures to its employees and representatives to emergency access only. Requesting Carrier shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that Requesting Carrier shall immediately provide Ameritech with such new keys.

12.17.7 Ameritech shall use its existing power back up and power recovery plan in accordance with its standard policies for the specific Central Office.

12.18 Default. If Requesting Carrier defaults in any payment due for Collocation, or violates any provision contained in this Article XII, and such default or violation is not cured within thirty (30) days after Requesting Carrier's receipt of notice thereof, Ameritech may, immediately or at any time thereafter, without notice or demand, enter and repossess the Collocation space, expel Requesting Carrier, remove all property within the Collocation space and terminate services to such Collocation space, in each case without prejudice to any other remedies Ameritech might have. Ameritech may also refuse additional requests for service and/or refuse to complete any pending orders for additional space or service by Requesting Carrier at any time thereafter.

ARTICLE XIII
NUMBER PORTABILITY -- SECTION 251(b)(2).

13.1 Provision of Local Number Portability. Each Party shall provide to the other Party, Local Number Portability in accordance with the requirements of the Act. 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.

13.2 Long Term Number Portability ("LNP"). The Parties agree to provide LNP on a reciprocal basis using Location Routing Number (LRN) as the means to port and route calls to ported numbers in accordance with the FCC and Commission guidelines applicable to LNP.

13.3 Ordering and Provisioning LNP.

13.3.1 Ameritech shall provide access to, and Requesting Carrier shall use, the Provisioning EI described in **Section 10.13.2(a)** for the transfer and receipt of data necessary for the (i) retrieval of Customer Service Records ("CSR") and (ii) ordering and provisioning of Ameritech-provided LNP.

13.3.2 Requesting Carrier shall establish the Provisioning EI on or before the Service Start Date so that it will submit all requests for CSRs and all orders for LNP through Ameritech's

Provisioning EI. Ameritech shall have no obligation to accept manual or faxed requests for CSRs or provision any manual or faxed LNP Orders except as set forth in **Section 10.13.2(b)**.

13.3.3 Requesting Carrier shall provide access to, and Ameritech shall use, an EDI interface (the "RC EDI Interface") for the transfer and receipt of data necessary for Ameritech to request and retrieve Requesting Carrier's Customers' CSRs and for the ordering and provisioning of Requesting Carrier-provided LNP. Within thirty (30) days of the Effective Date, Requesting Carrier must provide Ameritech with the proper documentation regarding the functionality of RC EDI Interface, the EDI specifications, including mapping, and any training and support documentation necessary to utilize the EDI interface.

13.4 Customer Service Record ("CSR").

13.4.1 Availability. Upon request, each Party will make available its Customers' CSRs to the requesting Party. A CSR is available when a Party has obtained current authority from the Customer.

13.4.2 CSR Retrieval. CSRs will be delivered to the requesting Party within five (5) Business Days of receipt by the other Party of the CSR retrieval request.

13.4.3 CSR Data Elements. Each CSR provided must include, but is not limited to, the following information:

a) Customer Account Name;

b) Customer Account Telephone Number(s);

c) Customer Listing information;

d) Customer billing information;

e) Customer services and equipment to enable a determination of what types of service the Customer has;

f) Customer Circuit information;

g) Customer PIC and 2PIC carrier identification; and

h) Any other information describing, but not limited to, the types of service offered to the Customer, the Customer premise equipment, billing options, or payment plans.

13.4.4 CSR Coding. In the event a Party uses non-English or TC specific coding for CSR information, such Party must provide a glossary describing all terms on the CSR.

13.5 Other Number Portability Provisions.

13.5.1 Each Party shall disclose to the other Party, upon request, any technical or any capacity limitations that would prevent LNP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize Customer out-of-service time.

13.5.2 Neither Party shall be required to provide LNP for non-geographic services (e.g., 555, 950, and 976 number services, Ameritech coin telephone numbers and mass calling NXXs) under this Agreement.

13.5.3 Ameritech and Requesting Carrier will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed on a nondiscriminatory basis.

13.5.4 Party A may cancel any line based calling cards associated with ported or disconnected numbers.

13.5.5 Each Party will be responsible for updating information in the Line Information Database (LIDB).

13.5.6 To obtain LNP, a Customer must remain within the same rate center or rate district, whichever is a smaller geographic area. When industry standards for geographic number portability becomes available, the parties will amend the Agreement at that time.

13.5.7 Each Party will be responsible for providing information on ported numbers to the ALI database for 911 service. Each Party agrees to utilize the unlock and migrate process in order to provide uninterrupted 911 service to the Customer.

13.5.8 Each Party will provide 911 trunking for each NPA-NXX in which it has ported numbers.

13.5.9 Each Party will offer both coordinated and non-coordinated cutovers. Any coordinated cutovers requested out of normal business hours will be subject to overtime and time and material charges. Additionally, if after the Effective Date either Party offers a Ten Digit Trigger, that Party will charge for all coordinated cutovers for LNP.

13.5.10 In the event a Party does not provide the subscription verification to the Number Portability Administration Center (NPAC) within the T-1 and T-2 timers defined in the NPAC requirements and the other Party's subscription is cancelled, that Party will be considered not to have submitted a valid order and will have to submit a revision to change the Due Date on the order.

13.5.11 Each Party will be responsible for testing its own network prior to reporting trouble to the other Party. In the event that a trouble is reported to a Party and the trouble is found not to be within that Party's network, that Party will charge Requesting Carrier its then-current time and material charges for the resolution of the trouble.

13.5.12 Requesting Carrier must have ordered, implemented, tested and turned up interconnection trunks prior to ordering LNP from Ameritech.

13.5.13 Once a number has been ported from a Party, that Party will no longer be responsible for payment of Reciprocal Compensation for any calls originated from that number.

13.5.14 Each Party will charge the other Party for any supplemental or different versions of an original order submitted to the Party. Additionally, each Party will also charge the other Party for orders submitted that are subsequently cancelled.

13.5.15 In the event that a Party has begun, partially completed, or fully completed a conversion for LNP and the other Party asks that the Party restore service back to its network, the Party doing the conversion will charge the other Party on a time and materials basis for restoring service. Additionally, each Party shall cooperate with the other Party to restore the service.

13.5.16 Ameritech will disconnect all directory listing and advertising associated with ported or disconnected numbers.

13.6 Intervals. Each Party shall meet the following intervals, which intervals commence on the day such Party receives a complete and accurate LNP order via the Provisioning EI or EDI interface, whichever is applicable:

Order Type	EDI FOC Interval	LNP Interval Following FOC Delivery
Stand Alone LNP Orders Affecting Fewer Than 15 Lines or Numbers and First Number Ported in NPA-NXX	1 Business Day	4 Business Days Following FOC Delivery
Stand Alone LNP Orders Affecting Fewer Than 15 Lines or Numbers and NOT First Number Ported in NPA-NXX	1 Business Day	2 Business Days Following FOC Delivery
LNP Orders Accompanying Unbundled Loop Orders and Affecting Fewer Than 15 Lines Or Numbers	Longer of the Loop or LNP FOC Interval	Longer of the Loop or LNP Due Date Interval
LNP Orders for Only Part of		14 Calendar Days Following FOC

an Account (With or Without Unbundled Loops)	4 Business Days	Delivery
LNP Orders Affecting More Than 15 Lines or Numbers (With Or Without Unbundled Loops)	4 Business Days	14 Calendar Days Following FOC Delivery

13.7 LNP Conversion Dispute.

13.7.1 In the event that a Party ports a Customer's telephone number without such Customer's knowledge or proper authorization, the other Party will charge the Party which ported the number the Unauthorized Switching charge described in **Schedule 10.11.2**. A Party also will cooperate to switch the service back to the other Party in as expedient a manner as requested by that Party, notwithstanding normal LNP intervals. Additionally each Party will provide evidence and statistics regarding these incidents to appropriate regulatory bodies including the FCC or the Commission.

13.7.2 If any disputes should occur concerning LNP conversion, the Parties will handle the disputes in accordance with the dispute resolution procedures described in Section 10.11.2.

13.8 Pricing for LNP. Ameritech will recover its costs associated with LNP via the Customer surcharge and LNP query services as specified in the FCC's Third Report and Order on Telephone Number Portability. Requesting Carrier agrees not to charge Ameritech, nor any Ameritech Affiliate, subsidiary or Customer for recovery of Requesting Carrier's costs associated with LNP.

13.9 NXX Migration. Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of any NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned (or subsequently reassigned, in the case of subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to standard industry lead-times for movements of NXXs from one switch to another.

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

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act, except as may be limited by Section 271(e)(2)(B) of the Act. If Requesting Carrier requests access to Ameritech's name, address and telephone information of its Customers for the provision of

Directory Assistance service in conjunction with Telephone Exchange Service and Exchange Service provided by Requesting Carrier to Customers in Ameritech's exchanges in competition with Ameritech, the Parties shall enter into a separate Dialing Parity Directory Listings Agreement to specify the rates, terms and conditions of such access.

ARTICLE XV
DIRECTORY LISTINGS

15.1 Publisher may enter into a separate directory services agreement that provides for (i) directory listings and delivery of directories to facilities-based Customers of Requesting Carrier, (ii) additional services to Requesting Carrier's Resale Customers, and/or (iii) other directory services to Requesting Carrier.

ARTICLE XVI
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224 OF THE ACT

16.1 Structure Availability.

16.1.1 Ameritech shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way along Ameritech's distribution network that are owned or controlled by Ameritech (individually and collectively, **"Structure"**) for the placement of Requesting Carrier's wires, cables and related facilities (individually and collectively, **"Attachments"**). **"Rights-of-way"** means (i) a legal interest of Ameritech in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) Ameritech's owned or leased property if such property is used for communications distribution facilities; provided, however, it does not generally include controlled environment vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings, or any like or similar equipment enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes. The availability of Ameritech Structure for Requesting Carrier's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with **Section 16.18**, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which Ameritech owns and controls Structure or interests therein.

16.1.2 Ameritech will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this **Article XVI**, **"Insufficient Capacity"** means the lack of existing available space on

or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, Ameritech will, in good faith, explore potential accommodations with Requesting Carrier. If Ameritech denies a request by Requesting Carrier for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech will provide Requesting Carrier a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.

16.2 Franchises, Permits and Consents. Requesting Carrier shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the Ameritech Structure it uses. Requesting Carrier shall indemnify Ameritech against loss directly resulting from any actual lack of Requesting Carrier's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

16.3 Access and Modifications. Where necessary to accommodate a request for access of Requesting Carrier, and provided Ameritech has not denied access as described in **Section 16.1.2**, or because Ameritech may not lawfully make the Structure available, Ameritech will, as set forth below, modify its Structure in order to accommodate the Attachments of Requesting Carrier. Upon request, Ameritech may permit Requesting Carrier to conduct Field Survey Work and Make Ready Work itself or through Ameritech-approved contractors in circumstances where Ameritech is unable to complete such work in a reasonable time frame. (For purposes of this Agreement, a "modification" shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a "modification," while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a "modification.")

16.3.1 Before commencing the work necessary to provide such additional capacity, Ameritech will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. Where possible, Ameritech shall include in a modification to accommodate Requesting Carrier's Attachment(s) those modifications required to accommodate other attaching parties, including Ameritech, that desire to modify their Attachments.

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

16.3.3 The costs of modifying a Structure to accommodate Requesting Carrier's request, an existing or prospective attaching party's request, or the needs of Ameritech, shall be borne by the party requesting such modification, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of such modification proportionately with the party initiating the modification. A party, including Ameritech, with a pre-

existing Attachment to the Structure to be modified to accommodate Requesting Carrier shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including Ameritech, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party, including Ameritech, with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party, including Requesting Carrier. If an attaching party, including Ameritech, makes an Attachment to the Structure after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

16.3.4 All modifications to Ameritech's Structure will be owned by Ameritech. Requesting Carrier and other parties, including Ameritech, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure.

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

16.5 Installation and Maintenance Standards. Requesting Carrier'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 FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

16.6 Implementation Team. The Implementation Team shall develop cooperative procedures for implementing the terms of this **Article XVI** and to set out such procedures in the Implementation Plan.

16.7 Access Requests. Any request by Requesting Carrier for access to Ameritech's Structure shall be in writing and submitted to Ameritech's Structure Access Center. Ameritech may prescribe a reasonable process for orderly administration of such requests. Each Requesting Carrier's Attachment to Ameritech's Structure shall be pursuant to a permit issued by Ameritech for

each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure. Requesting Carrier shall provide Ameritech with notice before entering any Ameritech Structure.

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

16.9 Maintenance Ducts. If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, maintenance ducts will be established as part of the modification. Maintenance ducts shall be made available to Requesting Carrier for maintenance purposes if it has a corresponding Attachment.

16.10 Applicability. The provisions of this Agreement shall apply to all Ameritech Structure now occupied by Requesting Carrier.

16.11 Other Arrangements. Requesting Carrier's use of Ameritech Structure is subject to any valid, lawful and nondiscriminatory arrangements Ameritech may now or hereafter have with others pertaining to the Structure.

16.12 Cost of Certain Modifications. If Ameritech is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. However, if such alteration is required solely due to Ameritech's negligence in originally installing the Structure, Ameritech shall be responsible for Requesting Carrier's expenses. If a move of Requesting Carrier's Attachment is required by Ameritech or another attaching party, Requesting Carrier shall move its Attachment, at the expense of the party requesting such move, within thirty (30) days after notification of the required move. If Requesting Carrier fails to move its Attachment within the foregoing period, Requesting Carrier authorizes Ameritech to move such Attachment.

16.13 Maps and Records. Ameritech will provide Requesting Carrier, at Requesting Carrier's request and expense, with access to maps, records and additional information relating to its Structure within the time frames agreed upon by the Implementation Team; provided that Ameritech may redact any Proprietary Information (of Ameritech or third parties) contained or reflected in any such maps, records or additional information before providing access to such information to Requesting Carrier. Ameritech does not warrant the accuracy or completeness of information on any

maps or records. Maps, records and additional information are provided solely for the use by Requesting Carrier and such materials may not be resold, licensed or distributed to any other person.

16.14 Occupancy Permit. Requesting Carrier occupancy of Structure shall be pursuant to a permit issued by Ameritech for each requested Attachment. Any such permit shall terminate (a) if Requesting Carrier's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if Requesting Carrier has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has notified Requesting Carrier that such Structure is available for Requesting Carrier's Attachments, (c) if Requesting Carrier ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if Requesting Carrier 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 Ameritech or (e) if Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Requesting Carrier has Attachments. If Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Requesting Carrier has Attachments, Ameritech shall (i) provide Requesting Carrier notice within ten (10) Business Days after Ameritech has knowledge of such fact and (ii) not require Requesting Carrier to remove its Attachments from such Structure prior to Ameritech's removal of its own attachments. Ameritech will provide Requesting Carrier with at least sixty (60) days' written notice prior to (x) terminating a permit for an Attachment, terminating service to a Requesting Carrier Attachment, or removal of an Attachment, in each case for a breach of the provisions of this **Article XVI**, (y) any increase in the rates for Attachments to Ameritech's Structure permitted by the terms of this Agreement, or (z) any modification to Ameritech's Structure to which Requesting Carrier has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If Requesting Carrier 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 Requesting Carrier to so surrender such permit, Ameritech shall remove Requesting Carrier's Attachments at Requesting Carrier's expense. If Ameritech discovers that Requesting Carrier has placed an Attachment on Ameritech's Structure without a valid permit, Ameritech shall notify Requesting Carrier of the existence of such unauthorized Attachment and Requesting Carrier shall pay to Ameritech within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to five (5) times the annual attachment fee for such unauthorized Attachment. Within the foregoing period, Requesting Carrier shall also apply for an Occupancy Permit for the unauthorized Attachment. In addition, Requesting Carrier shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment. If Requesting Carrier fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, Ameritech shall have the right to remove such unauthorized Attachment from Ameritech's Structure at Requesting Carrier's expense.

16.15 Inspections. Ameritech may make periodic inspections of any part of the Attachments of Requesting Carrier located on Ameritech Structure. Requesting Carrier shall reimburse Ameritech for the costs (as defined in Section 252(d) of the Act) of such inspections. Where reasonably practicable to do so, Ameritech shall provide prior written notice to Requesting Carrier of such inspections.

16.16 Damage to Attachments. Both Requesting Carrier and Ameritech will exercise precautions to avoid damaging the Attachments of the other or to any Ameritech Structure to which Requesting Carrier obtains access hereunder. Subject to the limitations in **Article XXV**, the Party damaging the Attachments of the other Party shall be responsible to such other Party therefor.

16.17 Charges. Ameritech's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, the initial charges applicable to Structure hereunder shall be as set forth at Item VIII of the Pricing Schedule. Ameritech reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, Ameritech reserves the right to price on a case-by-case basis any extraordinary Attachment to Structure. An "extraordinary Attachment" is any Attachment to Structure that is not typical of Attachments commonly made to Structure and that impacts the usability of the Structure in excess of a typical Attachment or that presents greater than typical engineering, reliability or safety concerns to other attaching parties or users of the Structure. A deposit shall be required from Requesting Carrier for map preparation, field surveys and Make-Ready Work.

16.18 Nondiscrimination. Except as otherwise permitted by Applicable Law, access to Ameritech-owned or -controlled Structure under this **Article XVI** shall be provided to Requesting Carrier on a basis that is nondiscriminatory to that which Ameritech provides its Structure to itself, its Affiliates, Customers, or any other person.

16.19 Interconnection.

16.19.1 Upon request by Requesting Carrier, Ameritech will permit the interconnection of ducts or conduits owned by Requesting Carrier in Ameritech manholes. However, such interconnection in Ameritech manholes will not be permitted where modification of Ameritech's Structure to accommodate Requesting Carrier's request for interconnection is possible.

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

16.19.3 Requesting Carrier shall be responsible for the costs to accommodate any interconnection pursuant to this **Section 16.19**.

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

16.21 Structure Access Center. Requests for access to Ameritech Structure shall be made through Ameritech's Structure Access Center, which shall be Requesting Carrier's single point of contact for all matters relating to Requesting Carrier's access to Ameritech's Structure. The Structure Access Center shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure.

16.22 State Regulation. The terms and conditions in this **Article XVI** shall be modified through negotiation between the Parties to comply with the regulations of the state in which Ameritech owns or controls Structure to which Requesting Carrier seeks access if such state meets the requirements of Section 224(c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224(c) of the Act and the applicable FCC rules pertaining thereto. Until the terms and conditions of this **Article XVI** are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provision herein inconsistent therewith.

16.23 Abandonments, Sales or Dispositions. Ameritech shall notify Requesting Carrier of the proposed abandonment, sale, or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, Ameritech shall condition the sale or other disposition to include and incorporate the rights granted to Requesting Carrier hereunder.

ARTICLE XVII
REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from Ameritech to Requesting Carrier, or from Requesting Carrier to Ameritech, 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 by a Party to the other Party for the period of time and at the rates set forth in the first Party's tariff(s). However, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

ARTICLE XVIII
IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN

18.1 Implementation Team. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties' provision of Telecommunications Services to their respective Customers. Accordingly, the Parties agree to form a team (the "**Implementation Team**") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary for the provision of the services and the specific implementation of each Party's obligations hereunder.

Within five (5) days after the Effective Date, each Party shall designate, in writing, its representative on the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representative on the Implementation Team by delivering written notice thereof to the other Party.

18.2 Interconnection Maintenance and Administration Plan. Within ninety (90) days after the Effective Date, or, as agreed upon by the Parties, by the date which is not less than sixty (60) days prior to the first Interconnection Activation Date hereunder, Requesting Carrier and Ameritech shall have jointly developed a plan (the **"Plan"**) which shall define and detail:

(a) standards to ensure that the Interconnection trunk groups provided for herein experience a grade of service, availability and quality in accordance with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels identified in **Section 3.6**;

(b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in **Article III** and the trunk groups specified in **Articles IV** and **V**, including standards and procedures for notification and discoveries of trunk disconnects;

(c) disaster recovery and escalation provisions;

(d) the respective duties and obligations with regard to the parties' specific interconnection architure; and

(e) such other matters as the Parties may agree.

18.3 Implementation Plan. Within ninety (90) days after the Approval Date, or such other date as agreed upon by the Parties, the Implementation Team shall reach agreements on items to be included in an operations manual (the **"Implementation Plan"**), which shall include (i) processes and procedures to implement the terms and conditions set forth herein, (ii) documentation of the various items described in this Agreement which are to be included in the Implementation Plan, including the following matters, and (iii) any other matters agreed upon by the Implementation Team:

(5) A Plan as provided in **Section 18.2**;

(6) Access to all necessary OSS functions, including interfaces and gateways;

(7) Escalation procedures for ordering, provisioning and maintenance;

(8) Single points of contact for ordering, provisioning and maintenance;

(9) Service ordering, provisioning and maintenance procedures, including provision of the trunks and facilities;

(6) Joint testing between Ameritech and Requesting Carrier of facilities, trunk and loops;

(7) Procedures and processes for Directories and Directory Listings;

(8) Training and the charges associated therewith;

(9) Billing procedures; and

(10) Guidelines for administering access to Ameritech's Structure.

18.4 Action of Implementation Team. The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

18.5 Further Coordination and Performance. Except as otherwise agreed upon by the Parties, on a mutually agreed-upon day and time once a month during the Term, the Parties shall discuss their respective performance under this Agreement. At each such monthly meeting the Parties will discuss: (i) the administration and maintenance of the Interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the products and services provided under this Agreement; (iii) the Parties' compliance with the Performance Benchmarks set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

18.6 Operational Review. Representatives of Requesting Carrier and Ameritech will meet on a quarterly basis, beginning with the end of the first complete quarter following the date on which the Parties first provision services under this Agreement, to determine that the service cycle of pre-ordering, ordering, provisioning, maintenance and billing categories are addressed, including the following:

(a) Interfaces and processes are operational and, consistent with the forecast provided under **Section 19.5.2**, the orders of Requesting Carrier Customers for Resale Services are successfully completed;

(b) When applicable, interfaces and processes are operational and, consistent with the forecast provided under **Section 19.5.2**, the orders for unbundled Loops are successfully completed;

(c) Review of all agreed-upon performance standards; and

(d) Requesting Carrier's use of all functions available from the Provisioning EI and Maintenance EI.

ARTICLE XIX
GENERAL RESPONSIBILITIES OF THE PARTIES

19.1 Compliance with Implementation Schedule. Each of Ameritech and Requesting Carrier shall use its best efforts to comply with the Implementation Schedule set forth on **Schedule 2.1**.

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, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees (collectively, **"Applicable Law"**) that relate to its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

19.3 Necessary Approvals. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other parties 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 it 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 required to assure traffic completion to and from all Customers in their respective designated service areas.

19.5.2 Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar-month, nonbinding forecast of its traffic and/or volume requirements for all products and services provided under this Agreement, including Interconnection, unbundled Network Elements, Collocation space, Number Portability and Resale Services, in the form and in such detail as requested by Ameritech. If a Party becomes aware of any information or fact that may render its previously submitted forecast inaccurate by more than five percent (5%), such Party agrees to immediately notify the other Party of such fact or information and provide to such other Party a revised forecast that reflects such new fact or information and cures any inaccuracy in the previously submitted forecast within the earlier of (i) five (5) calendar days after such Party becomes aware of such information or fact and (ii) ten (10) Business Days before such Party submits any order to the other Party as a result of such new information or fact. In addition, each Party agrees to cooperate with the other Party to ensure that any orders that are submitted as a result of any new information or fact are submitted and processed consistent with the terms and conditions of this Agreement. 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**.

19.5.3 In addition to, and not in lieu of, the nonbinding forecasts required by **Section 19.5.2**, a Party that is entitled pursuant to this Agreement to receive a forecast (the **"Forecast Recipient"**) with respect to traffic and/or volume requirements for the products and services provided under this Agreement, including Interconnection, unbundled Network Elements, Collocation space, Number Portability and Resale Services, may request that the other Party that is required to provide a Forecast under this Agreement (the "Forecast Provider") establish a forecast (a **"Binding Forecast"**) that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding **Section 20.1.1**, the Parties agree that each forecast provided under this **Section 19.5.3** 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, 19.5.2** and, if applicable, **19.5.3**. 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.

19.7.5 Ameritech generally changes circuit pairs under the following conditions: (i) line and station transfers or installations; (ii) to eliminate defective pairs during repairs; and (iii) during facility rehabilitation projects. In the event that Ameritech changes out a circuit pair sold under this Agreement under conditions other than provided above, and that change adversely affects the provision of service, Requesting Carrier will notify Ameritech and Ameritech will attempt to resolve the problem within a reasonable time frame. Should the Parties be unable to resolve the situation, the Parties agree to abide by the dispute resolutions provisions contained in **Section 27.4** of this Agreement.

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. 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 and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

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 or

requested 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 to its Customers for the services it provides to such Customers.

19.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary trunks, facilities or services.

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 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.

19.15 Switch Programming. Each Party shall program and update its own Central Office Switches and End Office 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.

19.16 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.

19.17 FCC Conditions Certification. In order to qualify for the OSS Discounts set forth in **Section 9.6.1**, Requesting Carrier shall deliver to Ameritech and the Commission, initially and on a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on **Schedule 19.17** as specifically required by Paragraph 18 of the FCC Conditions.

19.18 FCC Conditions Certification. In order to qualify for the promotional discounted prices set forth in **Section 9.6.2**, Requesting Carrier shall deliver to Ameritech and the Commission, initially and on a quarterly basis, a Certificate of Eligibility for Promotional Discounted Pricing on Unbundled Local Loops in the form set forth on **Schedule 19.18** as specifically required by Paragraph 46(e) of the FCC Conditions.

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 (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 that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's Affiliates (individually and collectively, a **"Receiving Party"**) pursuant to this Agreement and, if written, is marked "Confidential" or "Proprietary" or by other similar notice or if oral or visual, is either identified as "Confidential" or "Proprietary" at the time of disclosure or is summarized in a writing so identified and delivered to the Receiving Party within ten (10) days of such disclosure; and

(b) any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by 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, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (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. 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.

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 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."**

20.2 Disclosure and Use.

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

(a) all Proprietary Information communicated, whether before, on or after the Effective Date, to it or any of its contractors, consultants or agents (**"Representatives"**) 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 or Representative 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, Affiliates or Representatives to disclose such Proprietary Information to any third person;

(c) it will disclose Proprietary Information only to those of its employees, Affiliates and Representatives who have a need for it in connection with the use or provision of services required to fulfill this Agreement; and

(d) it will, and will cause each of its employees, Affiliates and Representatives to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to its Representatives who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any Representative, such Party shall notify such Representative of such person's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be responsible for any breach of this Agreement by any of its Representatives and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its Representatives from any prohibited or unauthorized disclosure or use of the Proprietary Information. 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. A Disclosing Party shall not disclose Proprietary Information directly to a Representative of the Receiving Party without the prior written authorization of the Receiving Party.

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 exercised 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 **Section 20.3**.

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.

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, other than Derivative 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 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 earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

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 Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

20.4.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information 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.

ARTICLE XXI
TERM AND TERMINATION

21.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until and including August 19, 2003 (the **"Initial Term"**). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1)-year periods (each, a **"Renewal Term"**; **"Renewal Term"** and **"Initial Term"** sometimes collectively referred to herein as the **"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.

21.2 Renegotiation of Certain Terms. Notwithstanding anything to the contrary in **Section 21.1**, 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 any or all of the rates, prices, charges, terms, and conditions of the products and services described in this Agreement, with such resulting rates, prices, charges, terms and conditions to be effective upon expiration of the Term. Upon receipt of notice, each Party shall have a good faith obligation to engage in such negotiations. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) 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 prior to the expiration of the Term, the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions, or the Commission has not issued its order to establish such provisions, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to the expiration date of such 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 27.3** and it shall be resolved in accordance with the procedures established in **Section 27.3**.

21.4 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 accrued or incurred prior to such expiration or termination.

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
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. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

ARTICLE XXIV
INDEMNIFICATION

24.1 General Indemnity Rights. A 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 (**"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;

(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"**) for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers;

(c) any Loss arising from Claims for actual or alleged infringement of any Intellectual Property right of a third person to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's Customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification; and

(d) 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.

24.2 Limitation on Liquidated Damages. Notwithstanding anything to the contrary contained herein, in no event shall an Indemnifying Party have an obligation to indemnify, defend, hold the Indemnified Party harmless or reimburse the Indemnified Party or its Customers for any Loss arising out of a Claim for liquidated damages asserted against such Indemnified Party.

24.3 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this **Article XXIV**, 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 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 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 XXV
LIMITATION OF LIABILITY

25.1 Limited Responsibility. A Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its 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, its 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 nor shall Ameritech be responsible for Requesting Carrier or Requesting Carrier's Customer's integration of service components.

25.2 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.

25.3 Limitation of Damages. Except for indemnity obligations under **Article XXIV**, a Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract, tort or otherwise, shall be limited to the total amount properly charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed. Notwithstanding the foregoing, in cases involving any Claim for a Loss associated with the installation, provision, termination, maintenance, repair or restoration of an individual Network Element or a Resale Service provided for a specific Customer of the other Party, the negligent or breaching Party's liability shall be limited to the greater of: (i) the total amount properly charged to the other Party for the service or function not performed or improperly performed and (ii) the amount such negligent or breaching Party would have been liable to its Customer if the comparable retail service was provided directly to its Customer.

25.4 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customers or third parties that relate to any service, product or function provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the applicable person for the service, product or function that gave rise to such Loss and (ii) any Consequential Damages (as defined in **Section 25.5**). To the extent a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this **Section 25.4**.

25.5 Consequential Damages. In no event shall a Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including 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 **Section 24.1** to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person.

25.6 Remedies. Except as expressly provided herein, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

25.7 By executing this Agreement, Requesting Carrier does not waive its right to receive any benefits provided by the stipulations or conditions adopted or otherwise acknowledged by the Commission or FCC in approving the SBC/Ameritech merger subject to the terms, conditions, and limitations set forth in such stipulations or conditions. In accordance with Paragraph 75 of the FCC Conditions, if any of the FCC Conditions contained in this Agreement and conditions imposed in connection with the merger under Ohio law grant similar rights against Ameritech, Requesting Carrier shall not have a right to invoke the relevant terms of the FCC Conditions contained in this Agreement, if Requesting Carrier has invoked substantially related conditions imposed on the merger under Ohio law.

ARTICLE XXVI
BILLING

26.1 Billing. 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 XXVI** and the Implementation Plan.

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

26.3 Payment of Charges. Subject to the terms of this Agreement, Requesting Carrier and Ameritech will pay each other within thirty (30) calendar days from the date of an invoice (the **"Bill Due Date"**). If the Bill Due Date is on a day other than a Business Day, payment will be made on the next Business Day. Payments shall be made in U.S. Dollars via electronic funds transfer to the other Party's bank account. Within thirty (30) days of the Effective Date, the Parties shall provide each other 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, each Party shall provide the other 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's bank. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

26.4 Late Payment Charges. If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by either Party after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party as of the Bill Due Date (individually and collectively, **"Past Due"**), then a late payment charge shall be assessed. Past Due amounts shall accrue interest as provided in **Section 26.6**. Any late payment charges assessed on Disputed Amounts shall be paid or credited, as the case may be, as provided in **Section 27.2.2**. In no event, however, shall interest be assessed on any previously assessed late payment charges.

26.5 Adjustments.

26.5.1 A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.

26.5.2 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 XXVII**, the Billing Party shall not bill for Underbilled Charges which were incurred more than one (1) year prior to the date that the Billing Party transmits a bill for any Underbilled Charges. Notwithstanding the foregoing, Requesting Carrier shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Requesting Carrier within ten (10) months of the date such usage was incurred.

26.6 Interest on Unpaid Amounts. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Bill Due Date to and including the date that payment is actually made and available.

ARTICLE XXVII
AUDIT RIGHTS, DISPUTED AMOUNTS AND DISPUTE RESOLUTION

27.1 Audit Rights.

27.1.1 Subject to the restrictions set forth in **Article XX** and except as may be otherwise specifically provided in this Agreement, a Party (**"Auditing Party"**) may audit the other Party's (**"Audited Party"**) books, records, data and other documents, as provided herein, once annually (commencing on the Service Start Date) for the purpose of evaluating the accuracy of Audited Party's billing and invoicing of the services provided hereunder. The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the Service Start Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date.

Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit. Such audit shall be conducted by an independent auditor acceptable to both Parties. The Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit Audited Party's books, records and documents more than once annually if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

27.1.2 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the 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 bills. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the independent auditor. Audited Party may redact from the books, records and other documents provided to the independent auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. 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.

27.1.3 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1½%) percent per month and (y) 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 made and available, as the case may be. Notwithstanding the foregoing, Requesting Carrier shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Requesting Carrier within ten (10) months of the date such usage was incurred.

27.1.4 Audits shall be at Auditing Party's expense, subject to reimbursement by Audited Party in the event that an audit finds, and the Parties subsequently verify, adjustment in the charges or in any invoice paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the audited services during the period covered by the audit. Notwithstanding anything to the contrary, in no event shall the Audited Party's reimbursement obligations exceed the amount of any adjustments in charges.

27.1.5 Any disputes concerning audit results shall be referred to the Parties' respective responsible personnel for informal resolution. If these individuals cannot resolve the

dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in **Section 27.1.1**. Any additional audit shall be at the requesting Party's expense.

27.2 Disputed Amounts.

27.2.1 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. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. Notwithstanding the foregoing, except as provided in **Section 27.1**, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

27.2.2 Disputed Amounts in escrow shall be subject to interest charges as set forth in **Section 26.4**. If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, (i) the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable interest charges assessed no later than the second Bill Due Date after the resolution of the Dispute and (ii) the escrowed Disputed Amounts shall be released to the Non-Paying Party, together with any accrued interest thereon. Accordingly, if a Non-Paying Party disputes charges and the dispute regarding the Disputed Amounts is resolved in favor of the Billing Party, (x) the escrowed Disputed Amounts and any accrued interest thereon shall be released to the Billing Party and (y) the Non-Paying Party shall no later than the second Bill Due Date after the resolution of the dispute regarding the Disputed Amounts pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of interest charges such Billing Party is entitled pursuant to **Section 26.6**.

27.2.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) 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 Disputed Amounts 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 Disputed Amounts and negotiate in good faith in an effort to resolve such Disputed Amounts. 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.

27.2.4 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to **Section 27.2.3**, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy available to the Parties. The Commission or the FCC or a court of competent jurisdiction 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.

27.2.5 The Parties agree that all negotiations pursuant to this **Section 27.2** 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.

27.3 Failure to Pay Undisputed Amounts. Notwithstanding anything to the contrary contained herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay the disputed portion of a past due bill into an interest-bearing escrow account, (iii) give written notice to the Billing Party of the specific details and reasons for disputing amounts, (iv) pay any revised deposit or (iv) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

(a) assess a late payment charge and where appropriate, a dishonored check charge;

(b) require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;

(c) refuse to accept new, or complete pending, orders; and/or

(d) discontinue service.

Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of (i) any of the above options shall not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date and (ii) subsections (c) and (d) above shall exclude any affected order or service from any applicable performance interval or Performance Benchmark. Once disconnection has occurred, additional charges may apply.

27.4 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 27.4**. 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 within five (5) Business Days after a Party's receipt of such request 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. 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, either Party may seek any relief it is entitled to under Applicable Law. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any Requesting Carrier Customer or Ameritech Customer.

27.5 Equitable Relief. Notwithstanding the foregoing, this **Article XXVII** 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 XXVII**.

ARTICLE XXVIII
REGULATORY APPROVAL

28.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission pursuant to Section 252 of the Act. 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 related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement.

28.2 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 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 of the Act, or any 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 or any applicable Commission order 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 the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of 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, such amendment shall be retroactively effective if so determined by the Commission and 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.

28.3 Regulatory Changes. If any legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in **Section 28.2**) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty

(30) days' written notice (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.

28.4 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 substitute 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 XXIX
MISCELLANEOUS

29.1 Authorization.

29.1.1 Ameritech Services, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services, a division of Ameritech Services, Inc., has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of and as agent for Ameritech Ohio.

29.1.2 Requesting Carrier is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Requesting Carrier represents and warrants to Ameritech that it has been or will be certified as an LEC by the Commission prior to submitting any orders hereunder and is or will be authorized to provide in the State of Ohio the services contemplated hereunder prior to submission of orders for such service.

29.2 Designation of Affiliate. 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 primary obligor hereunder with respect to the delegated matter, but such designation shall not relieve the designating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance 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.

29.3 Subcontracting. 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 (i) the performance of such obligation, (ii) payments due its subcontractors and (iii) such subcontractors' compliance with the terms, conditions and restrictions of this Agreement.

29.4 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.

29.5 Force Majeure. No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **"Force Majeure Event"**) or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. 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 or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate 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.

29.6 Governing Law. Unless otherwise provided by Applicable Law, this Agreement shall be governed by the domestic laws of the State of Ohio without reference to conflict of law provisions.

29.7 Taxes.

29.7.1 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.

29.7.2 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.

29.8 Non-Assignment. (a) A Party may not 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 a Party may assign or transfer this Agreement to its Affiliate 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 (including, the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, a Party may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to an agreement with the other Party under Sections 251/252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.

(b) As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under, or consented to by Ameritech pursuant to, this **Section 29.8**, Requesting Carrier agrees to reimburse Ameritech for any costs incurred by Ameritech to accommodate or recognize under this Agreement the successor to or assignee of Requesting Carrier, including any requested or required (i) modification by Ameritech to its Operations Support Systems, databases, methods and procedures and records (e.g., billing, inventory, interfaces and etc.) and (ii) network/facilities rearrangement. Ameritech shall have no obligation to proceed with such activities until the Parties agree upon the charges that apply to such activities.

29.9 Non-Waiver. No waiver of any provision of 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 continuing or future waiver of such term, condition, right or privilege.

29.10 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 facsimile; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this **Section 29.10**, to the following addresses of the Parties:

To Requesting Carrier:

XO Ohio, Inc.
VP Regulatory and External Affairs
Two Easton Oval, Suite 300
Columbus, Ohio 43219

with a copy to:

To Ameritech:

SBC Contact Administration
ATTN: Notices Manager
311 S. Akard, 9th Floor
Four Bell Plaza
Dallas, TX 75202-5398
Telephone: (214)-464-1933
Facsimile: (214)-464-2006

with a copy to:

Ameritech Information Industry Services
350 North Orleans, Floor 5
Chicago, IL 60654
Attn.: Vice President and General Counsel
Facsimile: (312) 245-0254

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next Business Day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of facsimile.

29.11 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 promotional materials without such Party's prior written consent, except as permitted by Applicable Law.

29.12 Nonexclusive Dealings. This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor does it obligate either Party to provide or purchase any services not specifically provided herein.

29.13 No Third Party Beneficiaries; Disclaimer of Agency. Except as may be specifically set forth in this Agreement, 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 a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. 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.

29.14 No License. No license under patents, copyrights or any other Intellectual Property right (other than the limited license to use 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.

29.15 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**, **XXII**, **XXIV**, and **XXV**, and **Sections 3.9.4, 6.5, 10.11.3, 16.15, 16.17, 19.5.3, 21.4, 27.2, 27.3, 29.7, 29.11, and 29.14**.

29.16 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. Except as specifically contained herein or provided by the FCC or the Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

29.17 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.

29.18 SBC Mergers. Ameritech and SBC Communications, Inc. have merged. By executing this Agreement, Requesting Carrier does not waive its right to receive any benefits provided by the stipulations or conditions adopted or otherwise acknowledged by the Commission or FCC in approving the Ameritech/SBC merger subject to the terms, conditions, and limitations set forth in such stipulations or conditions.

29.19 Performance Measures. See Amendment No. 1.

29.20 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs 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. Specifically, the Parties expressly acknowledge that the rates, terms and conditions of this Agreement shall supersede those existing arrangements of the Parties, if any. This Agreement is the exclusive arrangement under which the Parties may purchase from each other the products and services described in Sections 251 and 271 of Act and, except as agreed upon in writing, neither Party shall be required to provide the other Party a product or service described in Sections 251 and 271 of the Act that is not specifically provided herein. 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

XO OHIO, INC.	AMERITECH OHIO BY SBC COMMUNICATIONS, INC. ITS AUTHORIZED AGENT
By:_____	By:_____
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

AECN/OCN#_____

SCHEDULE 1.2

DEFINITIONS

"800" means 800, 888 and any other toll-free NPA established by the FCC.

"9-1-1" means the services described in **Section 3.9**.

"9-1-1 Control Office Software Enhancement Connection Charge" is as defined in **Section 3.9.2(e)**.

"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 and regulations 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, direct the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

"Affiliate" is As Defined in 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 Law" is as defined in **Section 19.2**.

"Approval Date" is the earlier of the date on which (i) the Commission approves this Agreement under Section 252(e) of the Act and (ii) absent such Commission approval, the Agreement is deemed approved under Section 252(e)(4) of the Act.

"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.

"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.

"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 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 9-1-1 and 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 and transfer office.

"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.

"Binding Forecast" is as defined in **Section 19.5.3**.

"Blocking of Caller ID" means service in which a Customer may prevent the disclosure of the calling telephone number and name on calls made to an Exchange Service equipped with Called ID.

"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.

"Bona Fide Request" means the process described on **Schedule 2.2**.

"Business Day" means a day on which banking institutions are required to be open for business in Columbus, Ohio.

"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.

"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**.

"CCS" means one hundred (100) call seconds.

"Central Office" means a building or space within a building (other than a remote switch) where transmission facilities and/or circuits are connected or switched.

"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.

"COBO" is as defined in **Section 12.12.2(b)**.

"Collo Order" is as defined in **Section 12.12.1**.

"Collo Proposal" is as defined in **Schedule 12.12, Section 2.1.**.

"Collo Response" is as defined in **Section 12.12.1**.

"Collocation" is As Described in the Act.

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

"Commission" 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 SS7.

"Consequential Damages" is as defined in **Section 25.5**.

"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 Services" is as defined in **Section 10.1.2**.

"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.

"Cross-Connect" or **"Cross Connection"** means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the collocated Party's equipment and (ii) the equipment of a third-party collocated Telecommunications Carrier or the equipment or facilities (i.e., frame) of the other Party which provides such Collocation.

"Customer" means a third-party end user that subscribes to Telecommunications Services provided at retail 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" is As Defined in the Act.

"Customer Usage Data" is as defined in **Section 10.16.1**.

"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, specifically, a Party's failure to provide the other Party with accurate and complete Service Orders), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

"Delivery Date" is as defined in **Sections 12.12.2(b)** and **12.12.3(c)**.

"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 **"DSO"** 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.

"Disclosing Party" is as defined in **Section 20.1.1**.

"Dispute" is as defined in **Section 27.3**.

"Disputed Amounts" is as defined in **Section 27.2.1**.

"Documentation of Authorization" is as defined in **Schedule 10.11.1**.

"DSL" means Digital Subscriber Line.

"Effective Date" is the date indicated in the Preamble.

"Emergency Services" mean police, fire, ambulance, rescue and medical services.

"E9-1-1" or **"Enhanced 9-1-1 (E9-1-1) Service"** 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 3.6**.

"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.

"FCC Conditions" means the Proposed Conditions included as an attachment to the FCC Merger Order.

"FCC Merger Order " means the FCC's Order approving the SBC/Ameritech merger, CC Docket No. 98-141, FCC 99-279, released October 8, 1999.

"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 29.5**.

"Forecast Provider" is as defined in **Section 19.5.3**.

"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 Octel (**"3B1O"**).

"Ohio Merger Order" means the Public Utilities Commission of Ohio's Order approving the SBC/Ameritech merger, Case No. 98-1082-TP-AMT (released April 8, 1998).

"Implementation Plan" is as defined in **Section 18.2**.

"Implementation Team" is as defined in **Section 18.1**.

"Incumbent Local Exchange Carrier" or **"ILEC"** is As Defined in the Act. "**Information Service**" is As Defined in the Act.

"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 Term" is as defined in **Section 21.1**.

"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 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**.

"Interexchange Carrier" or **"IXC"** means a carrier that provides interLATA or intraLATA Telephone Toll Services.

"Interim Telecommunications Number Portability" or **"INP"** is as described in the Act.

"InterLATA" is As Defined in the Act.

"IntraLATA Toll Traffic" means all intraLATA calls other than Local Traffic calls.

"Internet Service Provider ("ISP") is an enhanced service provider that provides internet service.

"Line Information Database(s) (LIDB)" means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILECs and other entities. 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 Requesting Carrier 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 Requesting Carrier 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 Loop Transmission," "Unbundled Local Loop" or **"Loop"** means the transmission path which extends from the Network Interface Device or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in the Ameritech Serving Wire Center. Loops are defined by the electrical interface rather than the type of facility used.

"Local Number Portability" 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 a call the distance of which is fifteen (15) miles or less as calculated by using the V&H coordinates of the originating NXX and the V&H coordinates of the terminating NXX or as otherwise determined by the FCC or Commission for purposes of Reciprocal Compensation; provided, that in no event shall a Local Traffic call be greater than fifteen (15) miles as so calculated.[1/]

"Logical Trunk Groups" are trunks established consistent with **Articles IV** and **V** that originate at one Party's Central Office and terminate at the other Party's Tandem or End Office. Such Logical Trunk Groups are switched only at the point where such Logical Trunk Groups terminate.

"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 Requesting Carrier'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

[1/] By entering into this Agreement, Ameritech does not agree that ISP-bound traffic is "local" for the purposes of application of reciprocal compensation under the Act, nor is Ameirtech voluntarily agreeing to pay reciprocal compensation for the transport and termination of ISP-bound traffic. Moreover, Ameritech reserves its rights to appeal or otherwise seek review of the Arbitration Decision.

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.

"Multiple Bill/Single 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.

"Non-Electronic Order" is as defined in **Section 10.13.2(b)**.

"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 12.12.2(e)**.

"Optical Line Terminating Multiplexor" or **"OLTM"** is as defined in **Section 3.3**.

"Party" means either Ameritech or Requesting Carrier, and **"Parties"** means Ameritech and Requesting Carrier.

"Physical Collocation" is As Defined in the Act.
"PIC" is as defined in **Section 10.11.4**.

"Plan" is as defined in **Section 8.1**.

"Premises" is As Defined in the Act.

"Preparation Charges" means those charges applicable to the preparation of Ameritech's Premises for Collocation, including any Central Office Build-Out (COBO) charges, cage enclosure charges and extraordinary charges.

"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 time among a series of lines shall be considered a single Customer entitled to a single primary listing. Ameritech will publish the Primary Listing of Requesting Carrier's Wireless Customers' listing at no charge provided that Wireless Customer's listing NPA/NXX and service address fall within an identifiable Ameritech exchange. If the Customer's listing NPA/NXX and service address does not fall within an identifiable Ameritech exchange, Requesting Carrier will pay the applicable white page directory rate for that Primary Listing as well as all other Listings in addition to the Primary Listing. For resold Centrex Service, Ameritech will furnish one (1) Primary Listing for each resold Centrex System. For other resold services, Ameritech will furnish Primary Listings, if any, as described in the applicable tariffs or Ameritech Catalog.

"Proprietary Information" is as defined in **Section 20.1.1**.

"Provisioning EI" is as defined in **Section 10.13.2(a)**.

"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 Ameritech's White Pages Directories publisher.

"Rate Center" means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; 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 XVII**.

"Renewal Term" is as defined in **Section 21.1**.

"Requesting Carrier Directory Customer" is as defined in **Section 15.1**.

"Resale Implementation Questionnaire" means that certain document that contains Requesting Carrier information that allows Ameritech to populate its systems and tables so that

Requesting Carrier can be established in Ameritech's internal system, a copy of which has been provided to Requesting Carrier.

"Resale Services" is as defined in **Section 10.1**.

"Resale Tariff" means individually and collectively the effective tariff or tariffs filed by Ameritech with the Commission that sets forth certain relevant terms and conditions relating to Ameritech's resale of certain local exchange Telecommunications Services within the Territory, including the applicable provisions of ICC No. 20, Part 22 and ICC No. 19, Part 22.

"Routing Point" means a location which a 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)KD 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.

"Service Start Date" means the later of the following: (i) the date after which Requesting Carrier has been certified as a LEC by the Commission and is authorized in the state of Ohio to provide the local Telephone Exchange Services contemplated under this Agreement (ii) the date Requesting Carrier has completed and delivered to Ameritech the Resale Implementation Questionnaire and Ameritech has populated its billing systems with the information contained therein and (iii) the date on which the Parties mutually agree that Ameritech shall begin to provision services in accordance with the terms and conditions of this Agreement or (iv) the date on which (x)

the Commission approves this Agreement under Section 252(e) of the Act or (y) absent such Commission approval, this Agreement is deemed approved under 252(e)(4) of the Act.

"Serving Wire Center" means the Ameritech Wire Center which would normally serve the Customer location with Ameritech's basic exchange service.

"Signal Transfer Point" or **"STP"** is As Defined in the Act.

"Sunsetted Services" is as defined in **Section 10.3.2**.

"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.

"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 Gpbs.

"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 any rules and regulations promulgated thereunder.

"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 to type message recipient's response to the speech or hearing-impaired caller.

"Telephone Toll Service" is As Defined in the Act.

"Unauthorized Switching" is as defined in **Section 10.11.2(a)**.

"Unused Space" means any space (i) existing in Ameritech's Premises at the time of a Collocation request, (ii) that is not subject to a valid space reservation (by Ameritech or any third party), (iii) that is not being used by Ameritech for a purpose other than to house its network facilities (e.g., utilized administrative space (including offices, common areas, conference rooms, reasonable storage and etc.) bathrooms, hallways (ingress and egress), and etc.), and (iv) on or in which the placement of any equipment or network facilities (Ameritech's or Requesting Carrier's) would not (x) violate any local or state law, rule or ordinance (e.g., fire, OSHA or zoning) or technical standards (performance or safety) or (y) void Ameritech's warranty on proximate equipment.

"Virtual Collocation" is As Defined in the Act.

"White Pages Directories" means directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company customers.

"Wire Center" means the Premises of a Party at which all Local Loops within a defined geographic area are converged. Such Local Loops may be served by one (1) or more Central Office Switches within such Premises.

SCHEDULE 2.1
IMPLEMENTATION SCHEDULE
Ohio

1. Interconnection

||

LATA	Ameritech Interconnection Central Office (AICO)	Requesting Carrier Interconnection Central Office (RICO)	Interconnection Activation Date*

||

2. Access to unbundled Network Elements.

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* Notwithstanding anything contrary in this Agreement, compliance with the Interconnection Activation Dates shall be subject to the requirements of Section 3.4.3 and any Requesting Carrier Delaying Event.

SCHEDULE 2.2

BONA FIDE REQUEST

1. Ameritech shall promptly consider and analyze the submission of a Bona Fide Request that Ameritech provide: (a) Interconnection or access to an unbundled Network Element not otherwise provided hereunder at the time of such request; or (b) a customized service for features, capabilities, functionalities of an unbundled Network Element not otherwise provided hereunder at the time of such request.

2. A Bona Fide Request shall be submitted in writing on the Bona Fide Request Form attached hereto as Attachment 1 and, if applicable, shall include Requesting Carrier's $2,000 deposit described in **Section 6**.

3. Within five (5) Business Days of its receipt, Ameritech shall acknowledge receipt of the Bona Fide Request.

4. Within thirty (30) days (the **"Preliminary Analysis Period"**) of its receipt of all information required to be provided on the Bona Fide Request Form, Ameritech shall provide to Requesting Carrier a preliminary analysis (the **"Preliminary Analysis"**) of such Interconnection, access to such Network Element or customized feature, capability or functionality that is the subject of the Bona Fide Request. The Preliminary Analysis shall confirm that Ameritech will either offer access to the Interconnection, Network Element or customized service or will provide a detailed explanation that access to such Interconnection, Network Element or customized service is not technically feasible and/or that the request is not required to be provided under the Act. If Ameritech determines that the requested Interconnection, access to the Network Element or customized service that is the subject of the Bona Fide Request is technically feasible and is otherwise required to be provided under the Act, Ameritech shall provide Requesting Carrier a price quote and estimated availability date for such development (**"Bona Fide Request Quote"**). Ameritech shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than one hundred twenty (120) days from the date Ameritech received such Bona Fide Request.

5. Within thirty (30) Business Days of its receipt of the Bona Fide Request Quote, the Requesting Carrier must either confirm its order pursuant to the Bona Fide Request Quote or, if it believes such quote is inconsistent with the requirements of the Act, exercise its rights under **Section 27.3**.

6. When submitting a Bona Fide Request, Requesting Carrier has two options to compensate Ameritech for its costs incurred to complete the Preliminary Analysis of the Bona Fide Request during the Preliminary Analysis Period. Requesting Carrier may either:

(a). Include a $2,000 deposit to cover Ameritech's preliminary evaluation costs and Ameritech will guarantee that the preliminary evaluation costs incurred during the Preliminary Analysis Period will not exceed $2,000, or

(b). Not make any deposit and pay the total preliminary evaluation costs incurred by Ameritech during the Preliminary Analysis Period.

Should Ameritech not be able to process the Bona Fide Request or determine that the request does not qualify for Bona Fide Request treatment, Ameritech will return the $2,000 deposit to Requesting Carrier. Similarly, if the costs incurred to complete the Preliminary Analysis are less than $2,000, the balance of the deposit will, at the option of Requesting Carrier, either be refunded or credited toward additional development costs authorized by Requesting Carrier.

7. Requesting Carrier may cancel a Bona Fide Request at any time, but shall pay Ameritech's reasonable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation.

8. Unless Requesting Carrier agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

9. If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under **Section 27.3**.

FORM OF
BONA FIDE REQUEST FORM

Attachment 1

1) Requested by

_____
(Company Name)

_____
(Address)

_____
_____
_____
_____
_____ _____
(Contact Person) (Facsimile Number)

_____
(Phone Number)

_____ _____
(Date of Request) (Optional: E-Mail Address)

2) Technical description of the requested Interconnection, access to an unbundled network element, dialing parity arrangement, collocation arrangement or service (the "Request") (use additional sheets of paper, if necessary).

_____
_____
_____
_____
_____
_____

3) Is the Request a modification of (i) existing services or (ii) existing access to an unbundled network element? If so, please explain the modification and describe the existing services or element(s) or indicate its name.

_____
_____
_____
_____

4) Is the Request currently available from Ameritech or any other source? If yes, please provide source's name (including Ameritech) and the name of the offering (e.g., service, access to unbundled network element or etc.).

5) Is there anything custom or specific about the manner that you would like this Request to operate?

6) If possible, please include a drawing or illustration of how you would like the Request to operate and/or interface with Ameritech's network, premises or other facilities.

7) Please describe the expected location life, if applicable, of the Request (i.e., period of time you will use it). Do you view this as a temporary or long range arrangement?

8) If you wish to submit this information on a non-disclosure basis, please indicate so here. If non-disclosure is requested, properly identify any information you consider confidential, if and as required by **Article XX** of your applicable Interconnection Agreement.

9) List the specific Central Offices and/or Wire Centers or other points of Interconnection or access where you want the Request deployed (use additional sheets of paper, if necessary).

10) What is the expected demand of the Request for each location (e.g., estimated number of customers, subscriber lines, number of units to be ordered)?

Location	Estimate of demand/units
_____	_____
_____	_____
_____	_____

11) What are the pricing assumptions? In order to potentially obtain lower non-recurring or recurring charges, you may specify quantity and/or term commitments you are willing to make. Please provide any price/quantity forecast indicating one or more desired pricing points (use additional sheets, if necessary).

12) Please indicate any other information that could assist Ameritech to evaluate your Request (use additional sheets of paper, if necessary).

13) Please classify the nature of your Request (Check one).

☐ Request for Interconnection.

☐ Request for access to an unbundled network that is not currently provided to you.

☐ Request for Collocation where there is no space available for either Physical Collocation or Virtual Collocation in the requested Ameritech Central Office.

☐ Request for a new or custom dialing parity arrangement.

☐ New service or capability that does not fit into any of the above categories.

14) What problem or issue do you wish to solve? If your Request were unavailable, how would it impair your ability to provide service?

_____

_____

_____

_____

_____

_____

15) Preliminary analysis cost payment option (Check one).

☐ $2000 deposit included with Request; provided, that the responsibility of [Requesting Carrier] for Ameritech's costs for Ameritech's Preliminary Analysis shall not exceed this deposit.

☐ No deposit is made and [Requesting Carrier] agrees to pay Ameritech's total Preliminary Analysis costs incurred up to and including the date Ameritech receives notice of cancellation.

By submitting this Request, [Requesting Carrier] agrees to promptly compensate Ameritech for any costs it incurs to process this Request, including costs to analyze, develop, provision, and price the Request, up to and including the date the Ameritech BFR Manager receives our written cancellation. [Requesting Carrier] also agrees to compensate Ameritech for any costs incurred by Ameritech if [Requesting Carrier] fails to authorize Ameritech to proceed with development of the Request within 30 days of receipt of the 30-day notification, or Requesting Carrier fails to order the Request within 30 days, in accordance with the final product quotation.

[Requesting Carrier]

_____

by:_____

its:_____

SCHEDULE 2.3

TECHNICAL REFERENCE SCHEDULE

Unbundled Local Network Elements

Unbundled Local Loop Transmission

Bellcore TA-NWT-000393
ANSI T1.413-1995 Specifications, updated (1998) Issue 2
AM TR-TMO-000122
AM TR-TMO-000123
Bellcore TR-NWT-000393
ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy - Electrical Interfaces
Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7
ANSI T1E1 Committee Technical report Number 28
ANSI T1.601-1998 for ISDN.

Interoffice Transmission Facilities

AM TR-NIS-000111
AM RT-NIS 000133
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 T1.106-1988, 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 T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification

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

<u>Performance Standards</u>

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-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

Bellcore TR-NWT-000505, Issue 3 , May 1991, LSSGR Section 5, Call Processing
Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria
ANSI T1.105-1995

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 Special Report SR-TSV-002275, BOC Notes on the LEC Networks-Signaling

Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications

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;

Ameritech Technical Publication TR-NIS-000111, Ameritech 0C3, 0C12 and 0C48 Service Interface Specifications; and

Ameritech Technical Publication AM-TR-NIS-000133, Ameritech 0C3, 0C12 and 0C48 Dedicated Ring Service Interface Specifications.

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

Long Term Number Portability (LNP)

T1 Technical Requirements No. 1, April 1999, Technical Requirements for Number Portability {{SPA}} Operator Services Switching Systems

T1 Technical Requirements No. 2, April 1999, Technical Requirements for Number Portability {{SPA}} Switching Systems

T1 Technical Requirements No. 3, April 1999, Technical Requirements for Number Portability {{SPA}} Database and Global Title Translation

T1 Technical Requirements No. 4, July 1999, Technical Requirements for Number Pooling Using Number Portability

ANSI T1.113-1995, American National Standard for Telecommunications - Signalling System No. 7 (SS7) - Integrated Services Digital Network (ISDN) User Part

ANSI T1.660-1998, American National Standard for Telecommunications {{SPA}} Signalling System No. 7 (SS7) - Call Completion to a Portable Number - Integrated Text

ANSI T1.667-1999, American National Standard for Telecommunications - Intelligent Network

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

A. Interstate access - Terminating to or originating from Requesting Carrier Customers served from a Requesting Carrier local exchange End Office.

Rate Element	**Billing Company**
CCL	Requesting Carrier
Local Switching	Requesting Carrier
Interconnection Charge	Requesting Carrier
Local Transport (Tandem) Termination	50% Ameritech/ 50% Requesting Carrier
Local Transport (Tandem) Facility	This will be calculated in accordance with MECAB standards, based on applicable V&H coordinates to calculate billing percentages to be applied to the respective Parties' tariffed rates
Tandem Switching	Ameritech
Entrance Facility	Ameritech

B. Intrastate access - Terminating to or originating from Requesting Carrier Customers served from a Requesting Carrier local exchange End Office.

Rate Element	**Billing Company**
CCL	Requesting Carrier
Local Switching	Requesting Carrier
Interconnection Charge	Requesting Carrier
Local Transport (Tandem) Termination	50% Ameritech/ 50% Requesting Carrier
Local Transport (Tandem) Facility	This will be calculated in accordance with MECAB standards, based on applicable V&H coordinates to calculate billing percentages to be applied to the respective Parties' tariffed rates
Tandem Switching	Ameritech
Entrance Facility	Ameritech

SCHEDULE 7.1

BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES

(Please initial) _____ Requesting Carrier hereby agrees to bill and collect for Ancillary Service Traffic and agrees to comply with the remaining terms and conditions in this **Schedule 7.1**.

1.0 DEFINITIONS

"555" is a service in which Providers offer information services for a fee to Customers who dial a number using the "555" prefix.

"976" is a service in which Providers offer audio services for a fee to Customers who dial a number using the "976" prefix.

"Abbreviated Dialing" is a service in which Providers offer information services for a fee to Customers who dial a telephone number with less than seven digits.

"Adjustments" are dollar amounts that are credited to a Customer's account. The primary reason for an adjustment is typically a Customer denying that the call was made from their telephone.

"Ancillary Services" include, but are not limited to, Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services.

"Customer" is the individual or entity placing a call to an Ancillary Service and who thereby agrees to pay a charge associated with placing the call.

"Calling Party Pays Cellular" or **"CPP Cellular"** is a service where a Customer placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the Customer giving the Customer the option to accept the charges or to end the call without incurring charges.

"Calling Party Pays Paging" or **"CPP Paging"** is a service where a Customer placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the Customer giving the Customer the option to accept the charges or to end the call without incurring charges.

"Provider" is the entity which offers an Ancillary Service to a Customer.

"Uncollectibles" are amounts billed to Customers, which after standard intervals and application of standard collection procedures, are determined to be impracticable of

collection and are written off as bad debt on final accounts. Uncollectibles are recoursed back to the Provider.

2.0 BILLING AND COLLECTION SERVICES

2.1 Billing Services

In the case where the Ameritech switch generates the call information, Ameritech will provide the Requesting Carrier with formatted records for each Ancillary Service billable call in accordance with each provider's requested rates as specified in **Exhibit A**. In the case where Requesting Carrier's switch generates the call information, the Requesting Carrier will provide Ameritech with call information as specified in **Exhibit A** for each call on a daily basis. Ameritech will rate the call with each provider's requested rates and return a formatted record to the Requesting Carrier. Requesting Carrier shall confirm receipt of such formatted records within twenty-four (24) hours of receipt. Requesting Carrier will render bills on behalf of Ameritech on Requesting Carrier's bills to Requesting Carrier's Customers in accordance with standard Requesting Carrier's billing processes and in the format specified in the Ancillary Services Billing and Collection Service Guidelines (**"Guidelines"**). Requesting Carrier must bill for all calls using the Ancillary Services when those calls are contained on the formatted record. Requesting Carrier shall bill all calls within thirty (30) days of receiving the file.

Requesting Carrier must comply with all federal and state requirements applicable to the provision of the Billing Services.

Requesting Carrier will provide Billing Services to Ameritech for the Ancillary Services described in this Agreement and for additional Ancillary Services that may be developed during the term of this Agreement.

2.2 Collection Services

Requesting Carrier will provide collection services in connection with bills rendered by Requesting Carrier (**"Collection Services"**). These Collection Services consist of:

- Collecting payments remitted by Requesting Carrier's Customers for calls placed to Ancillary Services billed hereunder;
- Adjusting Customer bills for Ameritech as set forth in **Section 6.0** of this **Schedule 7.1**;
- Responding to Customer inquiries and disputes;
- Remitting net proceeds to Ameritech, as provided in **Section 5.0** of this **Schedule 7.1**;

– Undertaking preliminary collection activity for delinquent accounts.

When an account being treated for collection by Requesting Carrier remains delinquent in excess of thirty (30) days, or in the event telephone service to a delinquent account is terminated, Requesting Carrier may, at its sole discretion, adjust the amount due or declare the account uncollectible and remove the delinquent amount from its Customer's bill.

2.3 Administration.

A description of the process flow, record types, and report format for the Settlement process under this **Schedule 7.1** is set forth in the Guidelines.

3.0 COMPENSATION TO REQUESTING CARRIER

Ameritech shall pay for the Billing and Collection Services described herein at the rates set forth in **Exhibit B**.

4.0 CHANGES TO PROVIDER'S SERVICES AND RATES

The amount which a Provider elects to charge those who place calls to an Ancillary Service will be at Provider's sole discretion. Ameritech shall provide to Requesting Carrier information concerning Provider's programs, including but not limited to Provider's name, rates, type of program and tax status. The charges for such submitted billable Ancillary Service calls will be shown on the Customer's bill in the format specified in the Guidelines.

5.0 SETTLEMENT WITH REQUESTING CARRIER

The amount due to Ameritech shall be the total of all billable charges submitted to Requesting Carrier, less:

a. All charges due Requesting Carrier under **Section 3.0** of this **Schedule 7.1**;

b. Amounts declared Uncollectible as provided in **Section 7.0** of this **Schedule 7.1**;

c. Adjustments as provided in **Section 6.0** of this **Schedule 7.1**;

d. Taxes collected from Customer.

Requesting Carrier shall provide Ameritech with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and Customer taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement is due to Ameritech by

the fifth Business Day of every month. Payment amounts owed to Ameritech by Requesting Carrier shall be due within thirty (30) days from the date of the monthly statement. Late charges on past due amounts shall accrue interest at the rate set forth in **Section 26.4** of this Agreement.

Upon termination of this Agreement for any reason, all sums due to Ameritech hereunder shall be immediately due and payable.

6.0 ADJUSTMENTS

Requesting Carrier may remove a disputed charge from a Customer's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is given by Requesting Carrier to Ameritech within sixty (60) calendar days from the date of the message. The form and procedure of this notice is specified in **Exhibit C**.

7.0 UNCOLLECTIBLES

Requesting Carrier may recourse to Ameritech an actual uncollectible amount from a Customer's account, provided that notice of the recourse of the uncollectible amount is given by Requesting Carrier to Ameritech within one-hundred twenty (120) calendar days from the date of the message. The form and procedure of this notice is specified in **Exhibit C**.

8.0 TAXES

8.1 Taxes Imposed on Services Performed by Requesting Carrier. Requesting Carrier shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on Requesting Carrier's performance of Billing and Collection Services under this Agreement.

8.2 Taxes on Ancillary Services. Requesting Carrier shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying Ameritech of those taxes. Ameritech shall notify Requesting Carrier of this information and pursuant to this Agreement Requesting Carrier shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to Ameritech. Requesting Carrier shall identify the amount of taxes and type of taxes, by Provider. Ameritech shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

9.0 BLOCKING

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

EXHIBIT A

Daily Usage Information

Ameritech will send daily usage tapes, in EMR standard format, to Requesting Carrier containing the following message information for services specified in this Agreement:

- date of the call
- calling number
- called number
- duration of call
- charge for the call excluding taxes
- identity of Provider (IP's Pseudo CIC Code as shown on the EMR record, in the CIC Code field, positions 166 and 150-153)

EXHIBIT B

Requesting Carrier Compensation

Rate per billed message:

$0.03

EXHIBIT C

Provider's Information

Initial Notification:

Ameritech will fax a copy of the 976, CPP/C, CPP/P Sponsor and Program List to Requesting Carrier within three (3) business days of receiving the following information. Fax completed page to the Resale Service Center at 1-800-260-5480.

Requesting Carrier _____

Contact Name _____

Phone Number _____

Fax Number _____

Pager Number _____

Address _____

City/State _____

Zip Code _____

NOTE: Call the Resale Service Center at 1-800-924-3666 with questions regarding Sponsors and Program Lists.

Updates:

Ameritech will fax to the Requesting Carrier 976, CPP/C, CPP/P Program changes, additions and/or deletions as they become available.

EXHIBIT D

General Information on Blocking

- Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.
- Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.
- Access to 976 services is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a Customer can be connected to parties other than the IP for the purpose of establishing a conference call.
- Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.
- Collect and person-to-person calls to CPP/C and CPP/P are not allowed.
- Calls from WATS, hotel/motel, Ameritech Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.
- 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.
- Call Blocking will be provided only where CO facilities permit.
- Call Blocking may not be limited to specific programs.
- Call Blocking does not block calls to other telephone companies' numbers.
- Call Blocking does not block long distance charges.
- Requesting Carrier reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's services.
- The first time a Customer specifically disputes Pay-Per-Call charges, Customer must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on Customer's bill. Inform Customer that the Information Provider may pursue collection of charges directly with Customer.
- After the Customer specifically disputes charges, inform Customer that mandatory blocking will be established on Customer's line and disputed amount is adjusted accordingly on

Customer's bill. Inform Customer that the Information Providers may pursue collection of charges directly with Customers.

- Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after first request.

- On the database, Adjustments granted as the result of poor transmission, call not completed or calls completed due to failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the Ameritech entity code (R or NBT).

- Blocking must be imposed on those Customers who refuse to pay legitimate Per-Per-Call charges, to the extent permitted under Applicable Law.

SCHEDULE 7.7.2

OS/DA

Operator Services

A. Definitions - Operator Services consist of the following services.

1. Manual Call Assistance - manual call processing with operator involvement for the following services:

a. Calling card - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.

b. Collect - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.

c. Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.

d. Operator assistance - providing local and intraLATA operator assistance for the purposes of:

1) assisting Customers requesting help in completing calls or requesting information on how to place calls;

2) handling emergency calls;

3) verifying “no answer” and “busy” (“BLV”) conditions for the Customer;

4) interrupting calls in progress for Customer (“BLVI”);

5) providing local and intraLATA operator assisted call rate information; and

6) handling person to person calls.

e. Operator Transfer Service (OTS) - calls in which the Customers dials “0" and is connected to an Ameritech operator and then requests call

routing to an IXC subscribing to OTS. The operator will key the IXC's digit carrier identification code to route the Customer to the requested IXC's point of termination.

2. Automated Call Assistance - mechanized call processing without operator involvement for the following services:

   a. Merchanized calling card service (MCCS) - the Customer dials 0 and a telephone number, and responds to prompts to complete the billing information

   b. Ameritech Alternatively Billed Services (AABS) - the Customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information (Requesting Carrier branding not currently available). Collect, Calling Card and third number calls can be completed.

   c Automated coin toll services (ACTS) - ACTS calculates charges, relates the charge to the Requesting Carrier, and monitors coins deposited before connecting the 1+ intraLATA call.

3. Line Information Database (LIDB) Validation - mechanized queries to a LIDB for billing validation.

4. Branding - the ability, when available, to put Requesting Carrier's brand on the front end of an OS call that is directly trunked into Ameritech's OS switch. "Customer Branding" provides the ability, when available, to put Requesting Carrier's brand on that portion of the OS call going out to the called/billed party.

B. Rate Application - Ameritech will provide Operator Services and will bill Requesting Carrier the applicable rates on a monthly basis, in accordance with the following methodology:

1. Operator Assistance - operator call occurrences multiplied by the per call rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.

2. Automated Call Assistance (MCCS, AABS and ACTS) - call occurrences multiplied by the per call occurrence rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.

3. LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate, except as provided in B.5. Total validation occurrences shall include all validations whether or not the call is completed.

4. Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (OSCAS). OSCAS utilizes TOPS AMA recordings to produce monthly summaries of mechanized and manual call occurrences.

5. If TOPS AMA recordings are lost, destroyed or mutilated due solely to Ameritech's acts or omissions, then Ameritech may not bill Requesting Carrier for those calls for which there are no records. However, if within ninety (90) days, actual data should become available, Ameritech may bill and Requesting Carrier agrees to be responsible for those calls using actual data.

C. Rate Table

See Item X of the Pricing Schedule.

Directory Assistance

A. Definition - Directory Assistance service shall consist of the following services.

1. Home NPA Directory Assistance - those calls in which the Customer dials "1+ 411", "411", "1+555-1212" or "555-1212" or "1+Area Code +555-1212" or such other numbers as designed by Requesting Carrier to obtain Directory Assistance for local numbers located within its NPA.[1/]

2. Information Call Completion - provides a Customer who has accessed the Directory Assistance service and has received a number from the Audio Response Unit (ARU), the option of having the call completed by pressing a specific digit on a touch tone telephone.

[2/] Calls defined herein by dialing arrangement shall remain subject to this Agreement if such dialing arrangements change during the Term, unless such change makes service technically or economically impracticable.

3. Branding - the ability to put messages on the front end of a DA call that is directly trunked into Ameritech's DA switch.

B. Rate Table - See Item X of the Pricing Schedule

SCHEDULE 9.2.1

LOCAL LOOPS

Subject to **Section 1.1** of **Schedule 9.5**, Ameritech shall allow Requesting Carrier access to the Unbundled Local Loop types described in this **Schedule 9.2.1** unbundled from Local Switching and Interoffice Transmission Facilities, and according to the terms and conditions contained in this **Schedule 9.2.1**.

1.0 Introduction

1.1 Ameritech Ohio agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

1.2 Nothing in this Attachment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Attachment also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

2.0 Definitions

2.1 For purposes of this Attachment, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

2.2 Replaced by language in UNE Remand, DSL Amendment, Section 1.8

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line)A "DSL-capable loop" is a loop that supports the transmission of DSL technologies

2.4 A "DSL-Capable Loop" is a loop that supports the transmission of DSL technologies.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.

3.0 General Terms and Conditions Relating to Unbundled xDSL-Capable Loops

3.1 Ameritech Ohio is not in any way permitted to limit xDSL capable loops in favor of provisioning ADSL.

3.2 Ameritech Ohio will not impose limitations on the transmission speeds of xDSL services. Ameritech Ohio will not restrict the CLECs services or technologies to a level at or below those provided by Ameritech Ohio.

3.3 Ameritech Ohio will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.

3.4 Ameritech Ohio shall not deny a CLEC's request to deploy any loop technology that is presumed acceptable for deployment, or one that is addressed in Section 4.5 of this Attachment, unless it has demonstrated to the Commission that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. Ameritech Ohio will provide CLEC with notice prior to seeking relief from the Commission under this Section.

3.5 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to Ameritech Ohio and the Commission before or at the time of their request to deploy that technology in Texas. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. The terms of this paragraph do not apply during the Trial Period referenced in Section 4.5 below.

3.6 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.

3.7 Liability

3.7.1 Each Party, whether a CLEC or Ameritech Ohio, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on Ameritech Ohio facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

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

3.8 Indemnification

3.8.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from

the use of any non-standard xDSL technologies in connection with or on Indemnitee's facilities and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnitee liability.

3.9 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on gross negligence or intentional misconduct.

4.0 Unbundled xDSL-Capable Loop Offerings

4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 – 4.1.5 below, CLEC will, at the time of ordering, notify Ameritech Ohio as to the type of PSD mask CLEC intends to use and will notify Ameritech Ohio if and when a change in PSD mask is made.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a Ameritech Ohio central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridged tap in excess of 2,500 feet in

length). The loop may retain existing repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations.The rates set forth in Section 11.1 for the 2-Wire Analog Loop shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps. The rates for the 2-Wire Digital Loop are set forth in Section 11.1 below.

4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a Ameritech Ohio central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridge tap in excess of 2,500 feet in length). The loop may retain existing repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 4-Wire Digital Loop: A 4-Wire Digital Loop for purposes of this Section is a 1.544 Mbps loop that will support DS1 service including Primary Rate ISDN (PRI). The 4-Wire Digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps. The rates for the 4-Wire Digital Loop are set forth in Section 11.1 below.

4.1.5 Sub-Loop: In locations where Ameritech Ohio has deployed (1) Digital Loop Carrier ("DLC") systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive two voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, Ameritech Ohio will make the following options available to CLEC. In these three situations above, where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provision of xDSL and allow CLEC to offer the same level of quality for advanced services, CLEC has the option of requesting that Ameritech Ohio make copper facilities available (subject to Section 4.2 below). In addition, CLEC has the option of collocating a Digital Subscriber Line Access Multiplexer ("DSLAM") in Ameritech Ohio's RT at the fiber/copper interface point,

pursuant to collocation terms and conditions. When CLEC collocates its DSLAM at Ameritech Ohio's RT, Ameritech Ohio will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop. The xDSL subloops (consistent with Section 2.2 above) are defined as outlined in Sections 4.1.1 through 4.1.4 above, but only include the F2/distribution portion of the loop. Where CLEC is unable to install a DSLAM at the RT or obtain spare copper loops necessary to provision an xDSL service, and Ameritech Ohio has placed a DSLAM in the RT, Ameritech Ohio must unbundle and provide access to its DSLAM. Ameritech Ohio is relieved of this requirement to unbundle its DSLAM only if it permits CLEC to collocate its DSLAMs in the RT on the same terms and conditions that apply to its own DSLAM. The unbundling requirement with respect to DSLAMS would attach to such equipment transferred to Ameritech Ohio's advanced services affiliate. Sub loop pricing may be found in Section 11.1 below.

4.2 Ameritech Ohio shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities are not available. This shall not apply where physical facilities are availible, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC.

4.3 Ameritech Ohio will not impose limitations on the transmission speeds of xDSL services. Ameritech Ohio will not restrict the CLEC's services or technologies to a level at or below those provided by Ameritech Ohio. For each loop, CLEC should at the time of ordering notify Ameritech Ohio as to the type of PSD mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify Ameritech Ohio. Likewise, Ameritech Ohio should disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. Ameritech Ohio will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide Ameritech Ohio with a technical description of the technology (including power mask) for the inventory purposes. Ameritech Ohio will keep such information confidential and will take all measures to ensure that CLEC deployment information is neither intentionally nor inadvertently revealed to any part of Ameritech Ohio's retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 9.1 below.

4.4 In the event that Ameritech Ohio rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues, Ameritech Ohio will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial. In no event shall the denial be based on loop length. If there is any dispute between

the Parties with respect to this Section, Ameritech Ohio will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

4.5 Ameritech Ohio will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.5.1 Upon request by CLEC, Ameritech Ohio will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, Ameritech Ohio will provide a loop to support the new technology for CLEC as follows:

4.5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment] , then Ameritech Ohio will provide with the xDSL loop at the same rates listed for a2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed. Ameritech Ohio's ordering procedures will remain the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.

4.5.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop [as defined in this Attachment], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

4.6 Technologies deployed on copper loops must be in compliance with applicable national industry standards; provided, however, CLEC can deploy technologies under Section 4.5 above for which applicable national standards have not been adopted.

4.7 If Ameritech Ohio or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then Ameritech Ohio or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that Ameritech Ohio or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.8 Ameritech Ohio shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use.

4.9 Ameritech Ohio shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL that would adversely affect wholesale xDSL services or xDSL providers.

Operational Support Systems: Loop Make-Up Information and Ordering

5.1 General: Ameritech Ohio will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions as stated in the SBC Plan of Record filed with the FCC on December 7, 1999, or any subsequent revisions or additions to the Plan. This provision will not be construed as an admission by CLEC that the Plan of Record is sufficient. In the interim, manual loop make-up data will be provided as set forth below. In accordance with the FCC's UNE Remand order, CLEC will be given nondiscriminatory access to the same OSS functions that Ameritech Ohio is providing any other CLEC and/or Ameritech Ohio or its advanced services affiliate.

5.2 Loop Pre-Qualification: Subject to 5.1 above, Ameritech Ohio's pre-qualification system will provide a near-real time response to CLEC queries. Until replaced with OSS access as provided in 5.1, Ameritech Ohio will provide mechanized access to a loop length indicator via Verigate and Datagate for use with xDSL-based or other advanced services The loop length indicator is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC.

5.3 Loop Qualification: Subject to 5.1 above, Ameritech Ohio will develop and deploy enhancements to its existing Datagate and EDI interfaces that will allow CLECs, as well as Ameritech Ohio's retail operations or its advanced service subsidiary, to have real-time electronic access as a preordering function to the loop makeup information, subject to the following:

5.3.1 For loops ordered under 12,000 feet in length, Ameritech Ohio will provide a One-Step Process so that no loop qualification shall be required;

5.3.2 In addition, no loop qualification shall be required for the 2-Wire Digital Loop (e.g., ISDN/IDSL) referenced in Section 4.1.2 above; and

5.3.3 If a CLEC elects to have Ameritech Ohio provide loop makeup information through a manual process for xDSL loops not addressed in Sections 5.4.1 and 5.4.2 above, then the interval will be 3-5 business days, or the interval provided to Ameritech Ohio's affiliate, whichever is less.

5.4 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps, load coils, and repeaters; (e) the presence of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups.

5.4.1 In accordance with the UNE Remand Order, where Ameritech Ohio has not compiled loop qualification information for itself, Ameritech Ohio is not required to conduct a plant inventory and construct a database on behalf of requesting carriers. If Ameritech Ohio has manual access to this sort of information for itself, or any affiliate, Ameritech Ohio will provide access to it to CLEC on a non-discriminatory basis. To the extent Ameritech Ohio has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface. The Parties will meet and agree to the appropriate rate for such information if not included in this Agreement. If an agreement cannot be reached, Ameritech Ohio will provide such information and the Parties will resolve the matter through the dispute resolution procedures set forth in this Agreement.

6.0 Provisioning

6.1 CLEC shall designate, at the CLEC's sole option, what loop conditioning Ameritech Ohio is to perform in provisioning the xDSL loop or subloop on the loop order. Conditioning may be ordered on loop(s) or subloop(s) of any length at the Loop conditioning rates set forth in Section 11.4. The loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.

6.2 The provisioning and installation interval for a xDSL-capable loop, where no conditioning is requested (including outside plant rearrangements that involve moving a workings service to an alternate pair as the only possible solution to provide a DSL-capable loop), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to Ameritech Ohio's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL-capable loops where conditioning is requested or outside plant rearrangements are necessary, as defined above), on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to Ameritech Ohio's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

6.3 Subsequent to the initial order for a xDSL capable loop or subloop, additional conditioning may be requested on such loop at the rates set forth below and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a xDSL-capable loop, no service order charges shall be assessed, but the due date may be adjusted as necessary as agreed to by the parties. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

6.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth herein.

6.5 Ameritech Ohio shall keep CLEC deployment information confidential from Ameritech Ohio's retail operations, any Ameritech Ohio affiliate, or any other CLEC.

7.0 Acceptance Testing

7.1 Ameritech Ohio and CLEC agree to implement Cooperative Acceptance Testing for xDSL loop delivery.

7.2 Should CLEC desire Cooperative Acceptance Testing, CLEC shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Cooperative Acceptance Testing will be conducted at the time of installation of the service request.

7.3 Acceptance Testing Procedure:

7.3.1 Upon delivery of a loop to/for CLEC, Ameritech Ohio's field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free CLEC number to initiate performance of a series of cooperative tests.

7.3.1.1 Except for ISDN loops that are provisioned through repeaters or digital loop carriers, the test requires the Ameritech Ohio field technician to provide a solid short across the tip and ring of the circuit and then open circuit the loop.

7.3.1.2 For ISDN (very low band symmetric) loops that are provisioned through repeaters or digital loop carriers, the Ameritech Ohio field technician will not perform a short or open circuit.

7.3.2 If the loop passes Cooperative Acceptance Test for loop continuity test parameters defined by this Agreement for xDSL loops, CLEC will provide Ameritech Ohio with a confirmation number and Ameritech Ohio will complete the order. CLEC will be billed for the Cooperative Acceptance Test as specified below under Acceptance Testing Billing.

7.3.3 If the Cooperative Acceptance Test fails loop continuity test parameters defined by this Agreement for xDSL loops, the LOC technician will take reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work at such office. If the problem cannot be quickly resolved, Ameritech Ohio will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, Ameritech Ohio will contact CLEC to repeat the Cooperative Acceptance Test. When the aforementioned test parameters are met, CLEC will provide Ameritech Ohio with a confirmation number and Ameritech Ohio will complete the order. Ameritech Ohio will not complete an order that fails Acceptance Testing.

7.3.4 Since CLEC's test equipment cannot send signals through repeaters or digital loop carriers, CLEC will accept ISDN loops without testing the complete circuit. Consequently, Ameritech Ohio agrees that should CLEC open a trouble ticket on such a loop within ten (10) business days (that is the fault of Ameritech Ohio), Ameritech Ohio will adjust CLEC's bill and refund the recurring charge of such a loop until Ameritech Ohio has resolved the problem and closed the trouble ticket.

7.3.5 Ameritech Ohio will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by CLEC when CLEC places the LOC on hold for over ten (10) minutes. In that case, Ameritech Ohio may close the order utilizing existing procedures. If no trouble ticket is opened on that loop within 24 hours, Ameritech Ohio may bill CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section B below. If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from Ameritech Ohio error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and Ameritech Ohio will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by Ameritech Ohio to not meet loop continuity test parameters defined herein, Ameritech Ohio will not charge for acceptance testing done on the repair call.

7.3.6 If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be Ameritech Ohio's error, then the loop will not be counted as a successful completion for the purposes of the calculations discussed in Section B.1 below.

7.3.7 Both Parties will work together to implement Cooperative Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require Ameritech Ohio to expend additional time and expense.

7.4 Acceptance Testing Billing

7.4.1 CLEC will be billed for Acceptance Testing upon the effective date of this Agreement for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any

calendar month after the first sixty (60) days of the agreement, CLEC may indicate that it believes that Ameritech Ohio is failing to install loops with loop continuity and ordered conditioning eighty percent (80%) of the time within the committed intervals.

7.4.1.1 If sampling establishes that Ameritech Ohio is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time, Ameritech Ohio may continue charging for Acceptance Testing for all loops that are properly installed the first time. If Ameritech Ohio is not correctly provisioning loops eighty percent (80%) of the time, or greater, then CLEC will not be billed for Acceptance Testing for the next 90 days. Immediately after the effective date of this agreement, the Parties will negotiate in good faith to agree to a method for sampling 100 random install orders; provided, however, the Parties agree that none of the orders included in such sampling shall be orders placed within the first thirty (30) days of CLEC's entry into any Metropolitan Statistical Area ("MSA").

7.4.1.1.1 ISDN Loops that have trouble tickets (that are Ameritech Ohio's fault) opened within 10 business days will be considered failures.

7.4.1.1.2 Loops that are successfully installed as a result of corrective action taken after acceptance testing will be considered failures.

7.4.1.2 In any calendar month after the 90 day no charge period, Ameritech Ohio may request that another random sample of 100 install orders be reviewed. If the sample determines Ameritech Ohio is provisioning loops correctly eighty percent (80%) of the time or greater, billing will resume.

7.4.1.3 Even if Ameritech Ohio is in period which it may bill for Acceptance Testing, Ameritech Ohio will not bill for the Acceptance Testing for loop installs that did not pass, the first time, the test parameters defined by this Agreement for xDSL loops. Ameritech Ohio will not bill for loop repairs when the repair was Ameritech Ohio problem.

7.4.1.4 Beginning November 1, 2000, Ameritech Ohio delivery commitment changes to 90%.

7.4.2 The charges for Acceptance Testing shall be $33.51 as specifically listed in Section 13.4.8(A) of the commission-ordered FCC Tariff No. 73. CLEC will use the USOC(s) UBCX+ for basic time. If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price. If the tariff rate changes, the parties will negotiate in good faith to determine if the tariff rate changes should apply to acceptance testing.

7.4.3 Repairs

7.4.3.1 The parties will negotiate in good faith to arrive at terms and conditions for acceptance testing on repairs

8.0 Service Quality and Maintenance

8.1 Ameritech Ohio will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by Ameritech Ohio beyond these parameters will be billed on a time and materials basis at Access Tariff 73 rates.

8.2 Maintenance, other than assuring loop continuity, line balance, and verifying suitability for POTS, on unconditioned or partially conditioned loops in excess of 12,000 feet, will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where CLEC has requested that no conditioning be performed, Ameritech Ohio's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, Ameritech Ohio will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

8.3 Each xDSL-Capable Loop offering provided by Ameritech Ohio to CLEC will be at least equal in quality and performance as that which Ameritech Ohio provides to itself or to an affiliate.

9.0 Spectrum Management

9.1 CLEC will advise Ameritech Ohio of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. The CLEC, at its option and without further disclosure to Ameritech Ohio, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a

xDSL-capable loop, CLEC will notify Ameritech Ohio as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify Ameritech Ohio as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.

9.2 Ameritech Ohio agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. Ameritech Ohio will not use Selective Feeder Separation (SFS) and will remove any restrictions imposed by Ameritech Ohio on use of pairs for non-ADSL xDSL services. Ameritech Ohio will not deny any loops on the basis of binder group management designations or business rules created in Ameritech Ohio LFACS and LEAD databases or limit the deployment of xDSL services to certain pair ranges, with the exception of binder groups containing AMI T1 services. Ameritech Ohio may not segregate xDSL technologies into designated binder groups without Commission review and approval. Where Ameritech Ohio has already implemented BGM or reserved loop complements, Ameritech Ohio must open those binder groups to all xDSL services and all xDSL providers. Ameritech Ohio shall not deny CLEC a loop based upon spectrum management issues, subject to 9.3 below. In all cases, Ameritech Ohio will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by Ameritech Ohio, as well as competitively neutral as between different xDSL services. Where disputes arise, Ameritech Ohio and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, Ameritech Ohio will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

9.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, Ameritech Ohio and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies. If there is any dispute between the Parties with respect to this Section, Ameritech Ohio will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

9.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if Ameritech Ohio and/or

CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then Ameritech Ohio and/or CLEC must being the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

10.0 Reservation of Rights

The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, or the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147 or the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), or any other proceeding, the Parties shall expend diligent efforts to arrive at an agreement on conforming modifications to this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

SCHEDULE 9.2.2

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are Ameritech transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Central Offices owned by Ameritech or between Central Offices owned by Ameritech and Requesting Carrier, as provided on this **Schedule 9.2.2**.

1. Subject to **Section 1.4** below, Ameritech shall make available to Requesting Carrier access to the following types of unbundled Interoffice Transmission Facilities:

1.1. Unbundled Dedicated Interoffice Transmission Facilities (**"Dedicated Transport"**) are dedicated facilities connecting two Ameritech Central Offices that utilize Ameritech transmission equipment and that provide Requesting Carrier exclusive use of such facilities. In each Central Office, Requesting Carrier will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Central Office. Requesting Carrier may combine this facility with other unbundled Network Elements it purchases from Ameritech. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2. **"Unbundled dedicated entrance facility"** is a dedicated facility connecting Ameritech's transmission equipment in the Ameritech Central Office in the Serving Wire Center with Requesting Carrier's transmission equipment in Requesting Carrier's Central Office.

1.3. Ameritech shall be required to make available to Requesting Carrier access to unbundled Interoffice Transmission Facilities (i) between its End Offices, and (ii) between any of its Central Offices and (x) Requesting Carrier's Central Offices or (y) any other third party's Central Offices, only where such interoffice facilities exist at the time of Requesting Carrier's request.

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

1.1 Requesting Carrier may order, from Ameritech, multiple individual Network Elements on a single order without the need to have Requesting Carrier send an order for each such Network Element if such Network Elements are for (i) the same element, (ii) a single type of service (i.e., same NC/NCI code), (iii) a single location, and (iv) the same account and Requesting Carrier provides on the order the same detail as required when such Network Elements are ordered individually.

1.2 Ameritech shall provide provisioning services to Requesting Carrier Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. Requesting Carrier may request Ameritech to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If Requesting Carrier requests that Ameritech perform provisioning services at times or on days other than as required in the preceding sentence, Ameritech shall quote, within three (3) Business Days of Requesting Carrier's request, a cost-based rate for such services. If Requesting Carrier accepts Ameritech's quote, Ameritech shall perform such provisioning services.

1.3 Ameritech shall provide a Single Point of Contact (**"SPOC"**) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of Ameritech's unbundled Network Elements. The SPOCs shall provide an electronic interface 5:30 a.m. to 10:30 p.m., CST, Monday through Friday and 5:30 a.m. to 6:00 p.m., CST on Saturdays. Each SPOC shall also provide to Requesting Carrier a telephone number (operational from 8:00 a.m. to 5:00 p.m. CST, Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Ameritech's unbundled Network Elements.

1.4 Ameritech shall provide to Requesting Carrier a single point of contact (the **"Unbundling Ordering Center"**) for ordering unbundled Network Elements. A telephone number will be provided from 7:00 a.m. to 5:00 p.m. CST, Monday through Friday. This Unbundling Ordering Center is responsible for order acceptance, order issuance, and return of the Firm Order Confirmation (FOC) to Requesting Carrier as specified in this **Schedule 9.5**.

In addition, Ameritech shall provide to Requesting Carrier a single point of contact (the **"Network Element Control Center"** or **"NECC"**) for all provisioning, maintenance and repair.

1.5 Ameritech will recognize Requesting Carrier as the Customer of Record of all Network Elements ordered by Requesting Carrier and will send all notices, invoices and pertinent Customer information directly to Requesting Carrier.

1.6 For those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier with a FOC for each order within forty-eight (48) hours of Ameritech's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC shall contain the order number(s), circuit identifications, physical Interconnection, quantity, and Ameritech confirmation date for order completion, subject to facility and assignment availability (the **"Confirmation Due Date"**), which Confirmation Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.

1.7 Upon work completion, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier electronically with a completed order confirmation per order that states when that order was completed.

1.8 As soon as identified, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.

1.9 If Requesting Carrier is electronically bonded, as soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Confirmation Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for an unbundled Network Element. Ameritech shall indicate its new Confirmation Due Date as soon as such date is available.

1.10 For orders of Network Elements (and NP with the installation of a Loop) that require coordination among Ameritech, Requesting Carrier and Requesting Carrier's Customer, Requesting Carrier shall be responsible for any necessary coordination with the Requesting Carrier Customer.

1.11 Ameritech will expedite Requesting Carrier's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.

1.12 Ameritech's obligation to process Requesting Carrier's Non-Electronic Orders for unbundled Network Elements, and the rates, terms and conditions applicable to such orders, shall be as described in **Section 10.13.2(b)**.

1.13 To the extent that there is any conflict between the terms and conditions of Schedule 9.2.1 and this Schedule 9.5, the terms and conditions of Schedule 9.2.1 shall prevail.

2.0 Conversion of Special Access Circuits.

Ameritech will convert Requesting Carrier's Special Access Circuits to UNEs pursuant to FCC Rule 315(b), under the conditions outlined below.

2.0.1 A special access circuit will qualify for conversion if it meets one of the three following criteria:

2.0.1.1 Requesting Carrier is the exclusive provider of the end user's local exchange service and the loop transport combination originates at a customer's premises and terminates at Requesting Carrier's collocation arrangement. This option does not allow loop/transport combinations to be connected to Ameritech services.

2.0.1.2 Requesting Carrier provides local exchange and exchange access service to the end user customer and handles at least one-third of the end user's local traffic measured as a percent of total end user customer lines; and for DS1 level and above, at least 50 percent of the activated channels on the loop portion of the loop and transport combination have at least 5 percent local voice traffic individually, and the entire facility has at least 10 percent of the local voice traffic; and the loop/transport combination originates at a customer's premises and terminates at

Requesting Carrier's collocation arrangement. If the unbundled loop/transport combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 facilities must meet the criteria for this option in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment. This option does not allow loop/transport combination to be connected to Ameritech services.

2.0.1.3 At least 50 percent of the activated channels are used to provide originating and terminating local dial tone service and at least 50 percent of the traffic on each of these local dial tone channels is local voice traffic (measured based on Ameritech's local exchange area) and the entire loop facility has at least 33 precent local voice traffic. If a loop/transport combination includes multiplexing, each of the multiplexed channels must meet the above criteria for this option. For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 circuits must meet the above criteria for this option in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment. This option does not allow loop/transport combinations to be connected to Ameritech services.

2.0.1.4 For the purpose of this section, Ameritech collocation arrangements in Focal offices located at 200 N. LaSalle St. Chicago, Ohio, and at 1305 E. Algonquin Rd., Arlington Heights, Ohio, shall be considered "Requesting Carrier collocation arrangements."

2.0.2 Requesting Carrier must certify that the special access circuits for which it has submitted the orders to convert meet the criteria set forth in Section 2.1.1 above.

2.0.3 Requesting Carrier must pay any applicable termination charges for the special access circuits that may be terminated early in order to convert to UNEs.

2.0.4 Requesting Carrier must pay any applicable service order and administrative charges associated with the conversion of special access circuits to UNEs, as identified in the Pricing Schedule.

2.0.5 Ameritech will not take Requesting Carrier's end user customer out of service during conversion.

2.0.6 Requesting Carrier agrees to provide Ameritech the right to audit its compliance with the above criteria under the guidelines established in the ex parte letter signed by both parties and filed with the FCC on February 29, 2000 in CC Docket No. 96-98, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996.

3.0 Interoffice Transmission Facilities.

3.1 Requesting Carrier shall access Ameritech's Interoffice Transmission Facilities via Collocation or any technically feasible method pursuant to **Section 2.2** of **Schedule 9.5** at the Ameritech Central Office where that element exists and each DSX or OCN circuit will be delivered to Requesting Carrier's Collocation space for an additional charge by means of a Cross-Connection. Requesting Carrier shall order Interoffice Transmission Facilities from Ameritech by delivering to Ameritech a valid and complete service order via an electronic Access Services Request ("ASR") interface. If after the Effective Date Ameritech makes available the ability to order Interoffice Transmission Facilities via the Provisioning EI. Requesting Carrier agrees to transition its ordering of such facilities from ASR to the Provisioning EI within thirty (30) days after Ameritech is capable of receiving such orders via Provisioning EI.

3.2 Ameritech shall offer Interoffice Transmission Facilities in each of the following ways:

3.2.1 As a dedicated transmission path (e.g., DS1, DS3, OC3, OC12 and OC48) dedicated to Requesting Carrier as described in **Section 1.1** of **Schedule 9.2.2**.

3.3 Where Dedicated Transport is provided, it shall include (as appropriate):

3.3.1 The transmission path at the requested speed or bit rate.

3.3.2 The following optional features are available; if requested by Requesting Carrier, at additional cost:

3.3.2.1 Clear Channel Capability per 1.544 Mbps (DS1) bit stream.

3.3.2.2 Ameritech provided Central Office multiplexing:

(a) DS1 to Voice/Base Rate/128, 256, 384 Kbps Transport;

(b) DS3 to DS1 multiplexing;

(c) OC3 Add/Drop
– per DS3 Add/Drop
– per DS1 Add/Drop;

(d) OC12 Add/Drop
– per OC3 Add/Drop
– per DS3 Add/Drop; and

(e) OC48 Add/Drop
– per OC12 Add/Drop
– per OC3 Add/Drop
– per DS3 Add/Drop.

3.3.2.3 Ameritech-provided OC3, OC12 and OC48 Protection on Entrance Facilities.

(a) 1+1 Protection;

(b) 1+1 Protection with Cable Survivability; and

(c) 1+1 Protection with Route Survivability.

3.4 Ameritech shall:

3.4.1 Provide Requesting Carrier exclusive use of Interoffice Transmission Facilities dedicated to Requesting Carrier in the case of Dedicated Transport;

3.4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Requesting Carrier could use to provide Telecommunications Services;

3.4.3 Permit, to the extent technically feasible, Requesting Carrier to connect such Interoffice Transmission Facilities to equipment designated by Requesting Carrier, including Requesting Carrier's Collocated facilities; and

3.4.4 Permit, to the extent technically feasible, Requesting Carrier to obtain the functionality provided by Ameritech's digital cross-connect systems separate from Dedicated Transport.

3.5 Technical Requirements.

This **Section 3.5** sets forth the technical requirements for Dedicated Transport:

3.5.1 When Ameritech provides Dedicated Transport as a facility, the entire designated transmission facility (e.g., DS1, DS3) shall be dedicated to Requesting Carrier designated traffic.

3.5.2 Ameritech shall offer Dedicated Transport in all the currently available technologies including DS1 and DS3 transport facilities and SONET point-to-point transport facilities, at all standard transmission bit rates, except subrate services, where available.

3.5.3 For DS1 facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office **"CI to CO"** connections in the applicable technical references set forth under Interoffice Transmission Facilities in the Technical Reference Schedule.

3.5.4 For DS3 facilities and higher rate facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office **"CI to CO"** connections in the applicable technical references set forth under Interoffice Transmission Facilities in the Technical Reference Schedule.

3.5.5 When requested by Requesting Carrier, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits. When physical diversity is requested by Requesting Carrier, Ameritech shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by Requesting Carrier). Any request by Requesting Carrier for diversity shall be subject to additional charges.

3.5.6 Upon Requesting Carrier's request and its payment of any additional charges, Ameritech shall provide immediate and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, Requesting Carrier's traffic.

3.5.7 Ameritech shall offer the following interface transmission rates for Dedicated Transport:

3.5.7.1 DS1 (Extended SuperFrame - ESF, D4);

3.5.7.2 DS3 (M13 shall be provided);

3.5.7.3 SONET standard interface rates in accordance with the applicable ANSI technical references set forth under Interoffice Transmission Facilities in the Technical Reference Schedule.

3.5.8 Upon Requesting Carrier's request, Ameritech shall provide Requesting Carrier with electronic reconfiguration control of a Requesting Carrier specified Dedicated Transport through Ameritech Network Reconfiguration Service (ANRS) on the rates, terms and conditions in F.C.C. Tariff No. 2.

3.5.9 Ameritech shall permit, at applicable rates, Requesting Carrier to obtain the functionality provided by DCS together with dedicated transport in the same manner that Ameritech offers such capabilities to IXCs that purchase transport services. If Requesting Carrier requests additional functionality, such request shall be made through the Bona Fide Request process.

SCHEDULE 10.13.2

SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY

The Provisioning EI will provide Requesting Carrier with the ability to:

a) Obtain, during sales discussions with a Customer, access to the following Ameritech Customer service record data in a manner which is transparent to the Customer:

- Billing telephone number/name/address
- Service Location Address
- Working telephone number(s) on the account
- Existing service and features
- Blocking
- CLASS Features
- Telephone Assistance Programs, Telephone Relay Service and similar services indicator
- Special Exemption Status indicator
- Directory Listing Information
- Information necessary to identify the IntraLATA toll provider and InterLATA provider, as applicable.

b) Obtain information on all features and services available;

c) Enter the Requesting Carrier Customer order for all desired features and services;

d) Assign a telephone number (if the Requesting Carrier Customer does not have one assigned);

e) Establish the appropriate directory listing;

f) Determine if a service call is needed to install the line or service;

g) Schedule dispatch and installation, if applicable;

h) Provide installation dates to Customer;

i) Order local intraLATA toll service and enter Requesting Carrier Customer's choice of primary interexchange carrier on a single, unified order; and

j) Suspend, terminate or restore service to a Requesting Carrier Customer.

Ameritech will support four (4) transaction types: Assume; Change; New; and Delete, as described in Ameritech's Electronic Service Guide, which is based on TCIF Customer Service, Issue 5. Notwithstanding the foregoing, Requesting Carrier shall be entitled to place orders to transfer a Customer to Requesting Carrier without identifying the specific features and services being subscribed by such Customer at the time of the request **("Migration-As-Is")**. However, unless agreed to by Ameritech, Migration-As-Is will not include any service subscribed which is not a Telecommunications Service.

Ameritech will expedite Requesting Carrier's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.

SCHEDULE 10.13

RESALE MAINTENANCE PROCEDURES

By the end of Contract Month 1, the Implementation Team shall agree upon the processes to be used by the Parties for maintenance of Resale Services. These processes will address the implementation of the requirements of this **Schedule 10.13**.

1. Ameritech shall provide repair and maintenance for all Resale Services and Unbundled Local Loops in accordance with the terms and conditions of this **Schedule 10.13**.

2. Ameritech technicians shall provide repair service that is at least equal in quality to that provided to Ameritech Customers; trouble calls from Requesting Carrier Customers shall receive response time priority that is at parity to that of Ameritech Customers and shall be based on trouble severity, regardless of whether the Customer is a Requesting Carrier Customer or an Ameritech Customer.

3. Ameritech shall provide Requesting Carrier with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to Requesting Carrier under this Schedule that it currently provides for the maintenance of its own network. Ameritech shall provide Requesting Carrier notice of any scheduled maintenance activity which may impact Requesting Carrier's Customers on the same basis it provides such notice to its subsidiaries, Affiliates, other resellers and its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements, and cable rolls.

4. Ameritech shall provide notice of non-scheduled maintenance activity that may impact Requesting Carrier Customers. Ameritech shall provide maintenance as promptly as possible to maintain or restore service and shall advise Requesting Carrier promptly of any such actions it takes.

5. Requesting Carrier shall establish the Maintenance EI within thirty (30) days of the Service Start Date and shall submit all trouble tickets via the Maintenance EI. If service is provided to Requesting Carrier Customers before the Maintenance EI is established between Requesting Carrier and Ameritech or if the Maintenance EI is subject to temporary interruption, then Requesting Carrier will transmit repair calls to Ameritech repair bureau by telephone and agrees to reimburse Ameritech for Ameritech's costs to process such repair calls.

6. Ameritech repair bureau, including the Maintenance EI to be established, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except when preventative maintenance and software revisions require an out-of-service condition. Ameritech will provide Requesting Carrier a twenty-four (24) hour advanced notification of such out-of-service conditions.

7. Ameritech shall provide progress reports and status-of-repair efforts to Requesting Carrier via the Maintenance EI. Ameritech shall inform Requesting Carrier of restoration of Resale Service after an outage has occurred.

8. Maintenance charges for premises visits by Ameritech technicians shall be billed by Requesting Carrier to its Customer, and not by Ameritech. The Ameritech technician shall, however, present the Customer with unbranded form detailing the time spent, the materials used, and an indication that the trouble has either been resolved or that additional work will be necessary, in which case the Ameritech technician shall make an additional appointment with the Customer. The Ameritech technician shall obtain the Customer's signature when available upon said form, and shall use the form to input maintenance charges into Ameritech's repair and maintenance database.

9. Dispatching of Ameritech technicians to Requesting Carrier Customer premises shall be accomplished by Ameritech pursuant to a request received from Requesting Carrier. The gateway provided by Ameritech for the Maintenance EI shall allow Requesting Carrier to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the Customer's premises, and verify any actual work completed on the Customer's premises.

10. Upon receiving a referred trouble from Requesting Carrier, the Ameritech technician will offer a dispatch appointment and quoted repair time dependent upon Ameritech's force-to-load condition. For expedites, Ameritech's maintenance administrators will override this standard procedure on a non-discriminatory basis, using the same criteria as Ameritech uses to expedite intervals for its retail Customers. If Ameritech is unable to meet a Requesting Carrier expedited request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.

11. The Implementation Plan will establish a process for disaster recovery that addresses the following:

(a) Events affecting Ameritech's network, work centers and Operational Support Systems functions;

(b) Establishing and maintaining a single point of contact responsible for disaster recovery activation, statusing and problem resolution during the course of a disaster and restoration;

(c) Procedures for notifying Requesting Carrier of problems, initiating restoration plans and advising Requesting Carrier of the status of resolution;

(d) Definition of a disaster; and

(e) Equal priority, as between Requesting Carrier Customers and Ameritech Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, deployment of repair personnel, and access to spare parts and components.

12. If (i) Requesting Carrier reports to Ameritech a trouble report with respect to a Resale Service, Requesting Carrier, (ii) Ameritech dispatches a technician, and (iii) such trouble was not caused by Ameritech's facilities or equipment, then Requesting Carrier shall pay Ameritech a trip charge per trouble dispatch and time charges per quarter hour, in each case at the then current rates applicable in the Territory.

SCHEDULE 12.3

NON-STANDARD COLLOCATION REQUEST

1. Ameritech shall promptly consider and analyze the submission of a Non-Standard Collocation Request (**"NSCR"**) that Ameritech provide: (a) an ILEC Collocation method not otherwise provided hereunder at the time of such request, (b) Adjacent Collocation, (c) Non-Standard Bay Collocation, or (d) an increment of space not otherwise provided hereunder at the time of such request, in each case in specific Ameritech Premises.

2. An NSCR shall be submitted in writing to the NSCR Manager noted on the NSCR Form attached hereto as Attachment 1 and shall include all information necessary for Ameritech to review and analyze such NSCR.

3. Within five (5) Business Days of its receipt, Ameritech shall acknowledge receipt of the NSCR.

4. Within ten (10) days (the **"Collo Analysis Period"**) of its receipt of all information required to be provided on the NSCR Form, Ameritech shall notify (the **"Collo Analysis"**) Requesting Carrier whether Ameritech will offer such NSCR or will provide an explanation as to why Ameritech will not make such NSCR available. If Ameritech will offer the NSCR, Ameritech shall provide Requesting Carrier a price quote and estimated availability date for such development (the **"NSCR Quote"**). Ameritech shall provide an NSCR Quote as soon as feasible, but in any event not more than thirty (30) days from the date Ameritech received such NSCR and all necessary information to process such NSCR.

5. Within twenty (20) Business Days of its receipt of the NSCR Quote, the Requesting Carrier must either confirm its order pursuant to the NSCR Quote or such request shall be cancelled.

6. Requesting Carrier may cancel an NSCR at any time, but shall pay Ameritech's reasonable costs of processing and/or implementing the NSCR up to the date of cancellation.

7. Unless Requesting Carrier agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

8. If a Party to an NSCR believes that the other Party is not requesting, negotiating, or processing the NSCR in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under **Section 27.4**.

FORM OF
NON-STANDARD COLLOCATION REQUEST FORM[6/]

Attachment 1

1) Requested by

_____
(Company Name)

_____
(Address)

_____
_____
_____
_____
_____

_____
_____
___
(Contact Person) (Facsimile Number)

_____
(Phone Number)

_____

_____
_____
___
(Date of Request) (Optional: E-Mail Address)

2) Please classify your requested Collocation arrangement:

☐ ILEC Collocation

☐ Adjacent Collocation

☐ Non-Standard Bay Collocation (if above two items not applicable, complete only items 3 and 14)

☐ Non-Standard Physical Collocation Area (if above three items not applicable, complete only items 3 and 15)

6/ Fax completed form to Ameritech's NSCR Manager at (248) 483-3738.

3) The requested Collocation method will be used to:

☐ Interconnect with Ameritech's network; and/or

☐ Access Ameritech's unbundled Network Elements

Please provide a description of all equipment you intend to Collocate (use additional sheets of paper, if necessary).

4) If ILEC Collocation, please provide the name of the ILEC offering such Collocation method and attach complete copies of all rates, terms and conditions of the approved Section 251/252 agreement or effective tariff that describes such Collocation offering.

5) Is there anything custom or specific about the manner that you would like this ILEC Collocation method to be offered?

6) If possible, please include a drawing or illustration of how you would like the ILEC Collocation method to Interconnect with Ameritech's network, Premises or other facilities.

7) List the specific Ameritech Premises in which you want the ILEC Collocation method (use additional sheets of paper, if necessary).

8) Please indicate any other information that could assist Ameritech to evaluate your request for the specific ILEC Collocation method (use additional sheets of paper, if necessary).

9) Why have you requested the ILEC Collocation method in lieu of ordering an Ameritech Standard Collocation offering? What benefits (rates, terms or conditions) do you believe the requested ILEC Collocation method will provide?

10) If you are requesting Adjacent Collocation, please describe the Adjacent Collocation you seek to deploy? Please include a description of all telecommunications equipment that you intend to place in the Adjacent Structure that will be used to connect with Ameritech. (Attach additional sheets, if necessary).

11) Please attach a site drawing that illustrates your suggested placement of the Adjacent Structure, any connecting facilities or utilities (e.g., power), and Ameritech's Premises.

12) Please provide a specific description of the Adjacent Structure, structural and mechanical, and a list of all requirements you wish Ameritech to provide, including AC and DC power.

13) Please attach true and correct copies of all approvals (governmental or otherwise) that you have received with respect to the placement of the Adjacent Structure and any necessary connecting facilities. Please also attach a letter signed by an officer of your company certifying, with no qualifications, that all governmental and other approvals and permits necessary for such Adjacent Collocation have been received.

_____

_____

_____

_____

14) If you are requesting Collocation of equipment with other than Standard Bay dimensions, please attach a fully completed Collocation order form and note such equipment dimensions in the Remarks section of that form.

15) If you are requesting APCS in increments other than one hundred (100) square feet, or New Shared Cage Collocation in increments other than fifty (50) square feet, please attach a scale drawing indicating the requested dimensions.

16) Collo Analysis cost payment option (Check one, applies to ILEC Collocation and Adjacent Collocation only).

☐ $2,000 deposit included provided, that the responsibility of [Requesting Carrier] for Ameritech's costs for Ameritech's Collo Analysis shall not exceed this deposit.

☐ No deposit is made and [Requesting Carrier] agrees to pay Ameritech's total Collo Analysis costs incurred up to and including the date Ameritech receives notice of cancellation.

By submitting this Request, [Requesting Carrier] agrees to promptly compensate Ameritech for any costs it incurs to process this NSCR, including costs to analyze, develop, provision, and price the NSCR, up to and including the date Ameritech receives our written cancellation. [Requesting Carrier] also agrees to compensate Ameritech for any costs incurred by Ameritech if [Requesting Carrier] fails to order the NSCR within twenty (20) Business Days of receipt of the NSCR Quote.

Requesting Carrier

By:_____
Its:_____

SCHEDULE 12.9.1

PHYSICAL COLLOCATION SPACE RESERVATION

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

1. Requesting Carrier may request to reserve additional space (or bays) in an Ameritech Central Office in which the Requesting Carrier has Physical Collocation for permitted telecommunications-related equipment.

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"**).

3. The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being occupied and utilized (e.g., if Requesting Carrier is utilizing only one (1) bay in a one hundred (100) square foot space, only one (1) bay may be reserved) for Interconnection with and/or access to the Network Elements of Ameritech by Requesting Carrier in the particular Central Office.

4. The reservation takes a priority based on the date at which it is made.

5. If Ameritech receives an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized. The holder(s) of the lowest priority reservation(s) that when considering all higher priority reservations, still represent(s) available space sufficient to partially or completely fill the order(s) for Physical Collocation (each, an **"Option Party"**) will be given written notice of its (their) 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 reservation space (in lieu of the non-recurring Reservation Charge). The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. 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).

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 date Ameritech received the reactivation reservation. 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).

6. 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.

7. In a Central Office, Ameritech may reserve space on the following conditions:

- The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.

- The total amount of space reserved cannot exceed the amount of space Ameritech is currently using in the Central Office.

8. Ameritech shall enforce its reservation in the same manner in which Requesting Carrier and other collocating Telecommunications Carriers shall be required to enforce their reservations. In that case, Ameritech may impute the floor space charge to the operations for which the space is reserved.

9. Requesting Carrier may not assign a reservation to any third party, including its Affiliate or a prospective Resident Collocator.

SCHEDULE 12.9.3

COLLOCATION CAPACITY PLANNING

By the end of Contract Month 3, Requesting Carrier and Ameritech shall jointly develop a planning process for meeting Requesting Carrier's space and intraoffice facility requirements which shall include the procedures to be followed for the Requesting Carrier quarterly forecast of anticipated additional power requirements.

SCHEDULE 12.12

DELIVERY OF COLLOCATED SPACE

1.0 Delivery of Physical Collocation Space

1.1 Upon receipt of a Collo Response, Requesting Carrier shall send written verification to Ameritech within twenty (20) Business Days that it still requires each Collocation space requested on Requesting Carrier's Collo Order for which space is available. This written verification is Requesting Carrier's firm order for service for each Collocation space requested. Subject to **Section 1.3** below, Requesting Carrier's written verification shall be accompanied by Requesting Carrier's (and, if applicable, each Resident Collocator's) payment of fifty percent (50%) of all applicable Central Office Build Out (**"COBO"**) fees (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. Delayed payment of the Initial COBO Payment may delay the actual Delivery Date or, if not received by Ameritech within twenty (20) Business Days of Ameritech's Collo Response, will result in cancellation of the firm order.

1.2 So long as Requesting Carrier has a satisfactory credit rating with Ameritech for the twelve (12) month period preceding the date of Requesting Carrier's Collo Order pursuant to **Section 12.12**, Requesting Carrier shall pay the COBO charges as follows:

Initial COBO Payment:	50% of COBO charges
The Date which is midway between the initial walk-through and the Delivery Date:	25% of COBO charges
Completion of space conditioning:	25% of COBO charges

1.3 If Requesting Carrier's credit rating is not satisfactory within the aforementioned period, COBO charges shall be paid 40%-40%-20% in lieu of the foregoing 50%-25%-25% schedule.

2.0 Additional Rules and Regulations Applicable to Physical Collocation Space

Physical Collocation will be provided subject to the following provisions:

2.1 Requesting Carrier will be responsible for its pro rata share of any extraordinary costs incurred by Ameritech to prepare the Collocation space for the installation of Requesting Carrier's equipment and for extraordinary costs to maintain the Collocation space for Requesting Carrier's equipment on a going-forward basis. Requesting Carrier's pro rata share will be determined in accordance with a Commission-approved methodology. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility,

individualized DC power system infrastructure needs, increasing the capacity of the standby AC system or the existing commercial power facility requirements, installation, maintenance, repair and monitoring of security measures, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

At the initial walk-through referred to in **Section 12.12.2(b)**, Ameritech shall provide to Requesting Carrier with any information in its possession relating to Requesting Carrier's requirements for the space. Within ten (10) Business Days after the initial walk-through, Ameritech shall provide to Requesting Carrier a written proposal (the **"Collo Proposal"**) that includes the extraordinary costs associated with such space, the expected Delivery Date and an estimated date for Requesting Carrier's second COBO payment, as provided in Section 1.2. Requesting Carrier shall acknowledge acceptance of the charges in the Collo Proposal by signing it and returning a copy to Ameritech within ten (10) Business Days after Ameritech provides it to Requesting Carrier.

2.2 Requesting Carrier will be responsible for notifying Ameritech of any significant outages of Requesting Carrier's equipment which could impact any of the services offered by Ameritech, and provide estimated clearing time for restoration.

2.3 Requesting Carrier is responsible for coordinating with Ameritech to ensure that services are installed in accordance with the service request.

2.4 Requesting Carrier is responsible for testing, if necessary, with Ameritech to identify and clear a trouble when the trouble has been sectionalized (isolated) to a Requesting Carrier-provided service.

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, Requesting Carrier shall obtain Ameritech's written approval of Requesting Carrier's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. Ameritech may request additional information before granting approval and may require scheduling changes. Requesting Carrier must submit written plans for equipment to be installed in the Collocation space prior to commencing installation.

2.6 Ameritech has the right to inspect Requesting Carrier's completed installation of equipment and facilities and to make subsequent and periodic inspections of the Requesting Carrier's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. If Requesting Carrier is found to be in non-compliance with the terms and conditions of this Schedule, Requesting Carrier must modify its installation to achieve compliance. Ameritech will notify Requesting Carrier in advance of such inspections, and Requesting Carrier shall have the right to be present at the time of the inspection.

2.7 See Tariff F.C.C. No. 2, Section 16 for additional terms and conditions applicable to Physical Collocation.

3.0 Delivery of Virtual Collocation Space

3.1 Ameritech shall allow periodic inspections of Virtual Collocation space where Requesting Carrier equipment is located.

3.2 Ameritech shall ensure that all applicable alarm systems (e.g., power) that support Requesting Carrier equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.

3.3 See Tariff F.C.C. No. 2, Section 16.3.

SCHEDULE 12.15

COMMON REQUIREMENTS

The following requirements are applicable to both Physical Collocation and Virtual Collocation:

1. Ameritech shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1, DS3, OC3, OC12 and OC48 rates pursuant to mutual agreement of the Parties.

2. Requesting Carrier may provide basic telephone service with a connection jack for the Collocated space.

3. Ameritech shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for Requesting Carrier's space and equipment. 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.

4. Ameritech shall provide all ingress and egress of fiber cabling to Requesting Carrier Collocated spaces in compliance with Requesting Carrier's request for cable diversity. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation. Requesting Carrier will pay any additional costs incurred by Ameritech to meet any special diversity requirements of Requesting Carrier which are beyond those normally provided by Ameritech.

5. Ameritech shall provide Requesting Carrier with written notice five (5) Business Days prior to those instances where Ameritech or its subcontractors may be performing non emergency work that may affect the Collocated space occupied by Requesting Carrier or the AC and DC power plants that support Requesting Carrier equipment. Ameritech will inform Requesting Carrier by telephone of any emergency-related work that Ameritech or its subcontractors may be performing that may affect the Collocated space occupied by Requesting Carrier or the AC and DC power plants that support Requesting Carrier equipment. Notification of any emergency-related work shall be made as soon as practicable after Ameritech learns that such emergency work is necessary but in no event longer than thirty (30) minutes after such time. The Implementation Plan shall identify the points of contact of each Party for any notification required by this **Section 7**. For purposes of this **Schedule 12.15**, **"emergency related work"** means any activity related to fire, explosion, power cable cut, flood, or severe water leakage.

6. Requesting Carrier shall not be required by Ameritech to relocate its equipment during the Term. If Requesting Carrier, at Ameritech's request, agrees to relocate

its equipment, then Ameritech shall reimburse Requesting Carrier for any and all costs reasonably associated with such relocation.

7. Power as referenced in this **Schedule 12.15** refers to any electrical power source supplied by Ameritech for Requesting Carrier equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. Ameritech will supply power to support Requesting Carrier equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. Ameritech shall supply power to Requesting Carrier on a nondiscriminatory basis to that provided by Ameritech to itself or to any third person. If Ameritech performance, availability, or restoration falls below industry standards, Ameritech shall bring itself into compliance with such industry standards as soon as technologically feasible.

8. Subject to space limitations and Requesting Carrier's compliance with the applicable request process and payment requirements of this Agreement, Ameritech shall provide power to meet Requesting Carrier's reasonable needs for placement of equipment, Interconnection, or provision of service.

9. Both Requesting Carrier's power equipment and Ameritech power equipment supporting Requesting Carrier's equipment shall comply with all 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. Requesting Carrier may not use frame grounds to get ground returns.

10. All other equipment and facilities placed by Requesting Carrier on an Ameritech Premises, including transmission equipment, cabling, maintenance equipment and monitoring equipment, shall comply with the requirements of **Section 12.4.2**.

11. Power plant alarms shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

12. Cabling shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

13. Ameritech shall provide electrical safety procedures and devices in accordance with OSHA or industry guidelines.

14. Within ten (10) Business Days after the initial walk-through, Ameritech shall provide Requesting Carrier with a copy of any existing drawings showing Requesting Carrier's proposed Collocation space and any related Ameritech facilities, and provide information relating to measurements for necessary Requesting Carrier cabling which 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 Ameritech charges other Telecommunications Carriers for the provision of the foregoing drawings and information, Requesting Carrier shall reimburse Ameritech for the costs, if any, incurred by Ameritech to provide Requesting Carrier with the foregoing drawings and information.

SCHEDULE 12.16

ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

The following additional requirements shall be applicable to Physical Collocation only:

1. For each building in which Collocated space is provided and upon request by Requesting Carrier for that building, Ameritech will certify that the building complies with all applicable Ameritech internal environmental, health and safety regulations.

2. Ameritech shall permit Requesting Carrier to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by Requesting Carrier's work center; provided, however, that no such Requesting Carrier-installed equipment shall interfere with the existing use of the Central Office and such installation shall be at Requesting Carrier's sole cost and expense.

3. Ameritech shall construct the Collocated space in compliance with Requesting Carrier's request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by Requesting Carrier at prices to be determined.

4. Ameritech shall provide Requesting Carrier two options to receive power for its collocation space. When ordering Physical Collocation, Requesting Carrier shall specify that Ameritech provide Central Office power to Requesting Carrier either (i) from an Ameritech BDFB to each of Requesting Carrier's equipment bays or (ii) in the form of fused power feeds from Ameritech's main power distribution board to Requesting Carrier's BDFB located in the designated Requesting Carrier equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of Requesting Carrier equipment. The termination location shall be as mutually agreed upon by the Parties. If Requesting Carrier chooses to receive power via the fused power feeds, it shall pay Ameritech for all costs, as determined in accordance with the Act, incurred by Ameritech to establish such power.

5. Where available and consistent with reasonable security restrictions, Ameritech shall provide reasonable access to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a 24 x 7 basis for Requesting Carrier personnel and its designated agents. Ameritech shall also provide Requesting Carrier reasonable access to parking at Ameritech's Premises, where applicable and on a nondiscriminatory basis at which Ameritech employees receive access to parking.

6. Requesting Carrier or its vendor may not temporarily or permanently remove, dismantle or modify any portion of its or any Other Collocator's cage enclosures.

7. Requesting Carrier (and its Resident Collocators) shall adhere to all rules and regulations that apply to Collocation at Ameritech's Premises. If Requesting Carrier, or any vendor performing work on its behalf, violates such rules and regulations, Requesting Carrier (and/or such vendor) shall be subject to disciplinary procedures and, if such violation causes Ameritech to incur any costs, Requesting Carrier shall promptly reimburse Ameritech for such costs.

8. To maximize available space, Requesting Carrier is responsible for removing any equipment, property or other items that it or its vendor brings into Ameritech's Premises within thirty (30) days after discontinuance or termination of any Physical Collocation arrangement. If Requesting Carrier fails to remove such materials by the foregoing date, Ameritech may remove such equipment and/or materials and charge Requesting Carrier for any and all claims, expenses, fees or other costs associated with such removal. Requesting Carrier shall hold Ameritech and any vendor that performs such removal harmless from the failure to return any such equipment, property or other items.

9. Ameritech power equipment supporting Requesting Carrier's equipment shall:

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

(b) Provide feeder capacity and quantity to support the ultimate equipment layout for Requesting Carrier equipment upon completion of the equipment node construction in accordance with Requesting Carrier's request for Collocation.

10. Ameritech shall within ten (10) Business Days after the initial walk-through provide Requesting Carrier with documentation submitted to and received from contractors for any work being done on behalf of Requesting Carrier that will be billed as extraordinary expenses.

11. Within thirty (30) days of Requesting Carrier's written request, Ameritech shall provide to Requesting Carrier (i) work restriction guidelines related to any restrictions on the manner in which Requesting Carrier can perform work on Ameritech's Premises and (ii) a list of Ameritech technical guidelines applicable to the Collocation of equipment in Ameritech's Premises. Requesting Carrier acknowledges that it is responsible to order such

technical guidelines at its cost and expense. Ameritech will notify Requesting Carrier in a timely manner of any changes to such work restriction and technical guidelines.

12. Requesting Carrier shall not, without the express permission of an Ameritech employee, use any Ameritech equipment, furniture, frame, tools or other personal property.

13. Intervals shorter than one hundred twenty (120) days to augment existing collocation arrangements (not including augments for additional space) may be mutually negotiated by both Parties based on the specific nature of the request, work force availability, and technical feasibility.

SCHEDULE 19.17

FORM OF CERTIFICATE OF ELIGIBILITY
FOR OSS DISCOUNTS
[Insert Date]

VIA FACSIMILE AND U.S. MAIL

[Name and Address of Account Manager]

[Name and Address of Services Manager]

Dear_____:

This Certificate of Eligibility for OSS Discounts (the "**Eligibility Certificate**") is delivered to you pursuant to Section 9.6 of the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of _____, 2000 by and between our companies. Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meanings provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION (INITIALLY AND ON A QUARTERLY BASIS)]

As a condition to receipt of the promotional provisions set forth in the Agreement, [REQUESTING CARRIER] hereby certifies to Ameritech that:

1. Requesting Carrier intends on using the following requested unbundled Local Loops to provision Advanced Services:

   [LIST]

2. The requested unbundled Loops that have obtained the OSS discounts are being used to provision Advanced Services.

In Witness Whereof, [REQUESTING CARRIER] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this _____ day of _____, _____.

[REQUESTING CARRIER]

By:
Name Printed:

SCHEDULE 19.18

**FORM OF CERTIFICATE OF ELIGIBILITY
FOR PROMOTIONAL DISCOUNTED PRICING
ON UNBUNDLED LOCAL LOOPS**

[Insert Date]

VIA FACSIMILE AND U.S. MAIL

[Name and Address of Account Manager]
[Name and Address of Service Manager]

Dear_____:

This Certificate of Eligibility for Promotional Discounted Pricing on Unbundled Local Loops (the "**Eligibility Certificate**") is delivered to you pursuant to Section 9.6.3 of the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of _____, 2000 by and between our companies. Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meanings provided in the Agreement and the FCC Conditions.

As a condition to receipt of the promotional provisions set forth in the Agreement, _____ hereby certifies to Ameritech that the requested Unbundled Local Loops provided at the promotional discounted prices are being used in accordance with the FCC Conditions.

In Witness Whereof, _____, has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this day of _____, _____.

_____

By:
Name Printed:
Title:

PRICING SCHEDULE —OHIO

INTENTIONALLY LEFT BLANK. SEE AMENDMENT NO. 1.

EXHIBIT PS-I

COLLOCATION
EXHIBIT PS-VII
PHYSICAL COLLOCATION — Ohio

COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION — Ohio

CARRIER CROSS-CONNECT SERVICE FOR INTERCONNECTION (CCCSI)
Recurring Rate Element

NonRecurring Rate Element

EXHIBIT PS-VIII
STRUCTURE PRICING

EXHIBIT PS-VIII
STRUCTURE PRICING[6/]

A. The following fees, rates and charges apply to Attachment to Ameritech Structure.

1. Administrative Fees. Administrative Fees cover the cost of establishing records, databases and systems, the processing of assignment of permits and similar administrative procedures to accommodate a Requesting Carrier's request for Attachment. Administrative Fees are payable with Requesting Carrier's initial request for Attachment, and for assignment of any permit, or series of permits, to a single assignee. Administrative fees are not refundable.

Administrative Fee - per request of assignment. For prices see Pricing Attachment.

2. Maps, Records and Information Charges. Maps, Records and Information charges cover the cost of researching and preparing records and information and preparing maps or drawings in order to provide access to the same to a Requesting Carrier. Charges for these services will be as follows:

a. Initial Map Preparation - The full cost to Ameritech to prepare a map or record for access by a Requesting Carrier.

b. Record Searches and Information Requests - The full cost to Ameritech to research records and assemble information to respond to a Requesting Carrier's request for information and, if applicable, to meet with the Requesting Carrier to clarify the map, record or information.

Prior to initiating Initial Map Preparation or Record Searches and Information Requests, the Requesting Carrier shall deposit with Ameritech against the charges therefor Ameritech's estimated amount of charges associated with the requested Initial Map Preparation or Record Search and Information Request. The Requesting Carrier shall pay the amount by which the

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6/ The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the State of Ohio and shall be adjusted periodically consistent with the terms of the Agreement.

costs of the request exceeds the estimate. Ameritech will reimburse to the Requesting Carrier the amount by which the deposit exceeds the actual cost of the request.

3. Make Ready Work Charges. Make Ready Work Charges include all of Ameritech's costs to prepare Structure for the Attachments of the Requesting Carrier, including engineering, field surveys, permits, construction, rearrangement, replacements, inspections, administration and supervision.

a. The charges for Make Ready Work are the full cost to Ameritech to perform the required work.

b. Prior to commencing any Make Ready Work by Ameritech, the Requesting Carrier shall deposit with Ameritech against the Make Ready Work Charges, Ameritech's estimated amount of the Make Ready Work Charges. The Requesting Carrier shall pay the amount by which the Make Ready Work Charges exceeds the deposit. Ameritech will refund to the Attaching Party the amount by which the deposit exceeds the Make Ready Work Charges.

c. For requests for access to Ameritech's Ducts, Conduit or Rights-of-way, the Requesting Carrier shall make separate deposits for field survey Make Ready Work to determine the actual availability of space based on Ameritech's records and for the Make Ready Work to prepare the Rights-of-way or conduit for the Requesting Carrier's Attachment.

d. In the event that other Requesting Carriers, including Ameritech, share in the responsibility for the modification to Ameritech's Structure, the deposits required by this section shall be the Requesting Carrier's proportionate share of the Make Ready Work Charges.

4. Attachment Fees. Attachment Fees are the recurring charges to the Requesting Carrier to place and maintain its Attachments in or on Ameritech's Structure.

a. Attachment Fees are due and payable twice each Contract Year in advance. On January 1 of each year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year. On July 1 of each Contract Year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of June. Any Attachments made within each billing period will be billed at the time of the Attachment for the entire billing period.

b. Pole Attachment Fees

i) The Attachment Fee for poles applies to each pole on which the Requesting Carrier has placed its Attachment or for which Make Ready Work pursuant to a request for access has been completed.

ii) Pole Attachment Fee, per year for each one foot of space occupied by the Requesting Carrier's Attachments. For prices see Pricing Attachment.

c. Duct or Conduit Attachment Fees

i) The Attachment Fee for duct or conduit applies to the total number of feet of Ameritech's conduit system or ducts in which the Requesting Carrier placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.

ii) The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Ameritech's conduit system or duct occupied by the Requesting Carrier's Attachment, plus the cable racking and maintenance loop space measured by the length of the Requesting Carrier's cable within each manhole.

iii) If Requesting Carrier's partial occupancy of a continuous conduit system or duct renders the remainder of any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion unusable.

iv) If Requesting Carrier occupies an entire duct, the Attachment Fee shall be twice (2) times the rate per Inner-duct foot for the Attachment.

v) Conduit Attachment Fee:

per foot of Inner-duct or cable racking and maintenance loop space occupied per year. For Prices see Pricing Attachment.

d. Rights-of-Way Attachment Fees:

i) The Attachment Fee for use of linear rights-of-way applies to the total linear footage of strips of land three feet (3') wide suitable for direct buried or trench placement of cable facilities of Ameritech's right-of-way in which the Requesting Carrier has placed Attachments or for

which Make Ready Work pursuant to a request for access has been completed and is priced on a case-by-case basis.

ii) If Requesting Carrier's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.

iii) The Attachment Fees for the Requesting Carrier's equipment cabinets or enclosures placed on Ameritech's rights-of-way will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way in question including the consumption of useable space of the right-of-way by the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment.

iv) The Attachment Fees for the Requesting Carrier's Attachments to Ameritech's rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment, and the cost to Ameritech of the right-of-way in question.

e. Period Inspection Fees

Periodic inspection fees will be assessed to cover the Requesting Carrier's portion of the costs to Ameritech to make periodic inspections of its Structure with respect to the Attachments of the Attaching Party and other attaching parties.

EXHIBIT PS-XI

SIGNALING NETWORKS AND CALL-RELATED DATABASES

1. Signaling Networks — STP Access as a Service

Signaling Link	FCC No. 2, Section 8.3.1 (Pending)
Port Termination	FCC No. 2 Section 6.9
Signaling Switching IAM	FCC No. 2 Section 6.9
Signal Transport IAM	FCC No. 2 Section 6.9
Signal Formulation IAM	FCC No. 2 Section 6.9
Signal Tandem Switching IAM	FCC No. 2 Section 6.9
Signal Switching TCAP	FCC No. 2 Section 6.9
Signal Transport TCAP	FCC No. 2 Section 6.9
Signal Formulation TCAP	FCC No. 2 Section 6.9

Non-Recurring Costs	NRCs
Port Termination	FCC No. 2 Section 6.9
Originating Point Code per service added or changed	FCC No. 2 Section 6.9
Global Title Address Transfer per service added or changed	FCC No. 2 Section 6.9

2. Call-Related Databases

Local STP Interconnection — Toll Free Databases access as a Service

-800DB Carrier-ID-Only	FCC No. 2 Section 6.9
-800DB Routing Options	FCC No. 2 Section 6.9

Regional STP Interconnection — Toll Free Database access as a Service

-800 DB Carrier-ID-Only	FCC No. 2 Section 6.9
-800DB Routing Options	FCC No. 2 Section 6.9

Carrier Provided Operator Services — LIDB Access as a Service

Interconnection at local STP	
- LIDB Validation	FCC No. 2 Section 6.9
- LIDB Transport	FCC No. 2 Section 6.9

EXHIBIT PS-XI

Interconnection at regional STP	
- LIDB Validation	FCC No. 2 Section 6.9
- LIDB Transport	FCC No. 2 Section 6.9

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT –MICHIGAN

by and between

AMERITECH OHIO

and

XO OHIO, INC.

The Interconnection Agreement ("the Agreement") by and between Ameritech Ohio ("Ameritech") and XO Ohio Inc. ("CLEC") which is being submitted to the Public Utilities Commission of Ohio concurrently with this Amendment No. 1 ("Amendment") is hereby amended as follows:

1.1 Add Appendix DSL and update List of Schedules in the Table of Contents to reflect this addition. (See Attachment "A").

1.2 Add Appendix Merger Conditions and update List of Schedules in Table of Contents to reflect this addition. (See Attachment "B").

1.3 Add Appendix DA and update List of Schedules in Table of Contents to reflect this addition. (See Attachment "C").

1.4 Add Performance Measures language 29.19.1-29.19.7 and update List of Schedules in Table of Contents to reflect this addition (See Attachment "D").

1.5 Add Pricing Table and update List of Schedules in the Table of Contents to reflect this addition. (See Attachment "E").

2.0 AMENDMENTS TO THE AGREEMENT

2.1 Schedule 1.2 of the Agreement is amended by adding thereto in alphabetical order the following:

SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, the Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin. As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SBC-12STATE – As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SNET – As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2.2 Schedule 9.2.1 to the Agreement is also amended by replacing the definition of "Local Loop Transmission", "Unbundled Local Loop" or "Loop" with the following:

"Local Loop Transmission" or "Loop" is, pursuant to applicable FCC rules, a local loop unbundled network element that is a dedicated transmission facility between a distribution frame (or its equivalent) in a **SBC-13STATE** Central Office and the loop demarcation point at an End User premises.

2.3 Schedule 9.2.1 to the Agreement is amended by adding where applicable and replacing where applicable certain portions of schedule with the following language:

Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame(or its equivalent) in a **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by **SBC-13STATE**. The local loop network element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop network element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in **SBC-13STATE** wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix (**SBC-12STATE)** or by tariff **(SNET)** and in the state specific Appendix Pricing **(SBC-12STATE)** or by tariff (**SNET**):

2.4 Schedule 9.2.1, Section 11 is added with the following language:

11.0 DS3 Digital Loop

a. The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

11.1 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("in the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with **SBC-13STATE**'s processes implementing the Supplemental Order.

2.5 Add language to Schedule 9.5, Section 2.1:

2.1 SBC-13STATE will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with Supplemental Order released by the FCC on November 24, 1999 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) and with **SBC-13STATE's** processes to implement that Order, as set forth on the CLEC website.

2.6 Add new Schedule 9.2.3 Subloop Elements:

9.2.3.1 **SBC-13STATE** will provide sub-loop elements as Unbundled Network Elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Subloop elements under this Agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

a. A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible terminals. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interfce (FDI), where the trunk line, or "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

b. CLEC may request access to the following sub-loop segments:

FROM:	TO:
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface

3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
9. Terminal	Network Interface Device
10.NID	Stand Alone
11.*SPOI (Single Point of Interface)	Stand Alone

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

9.2.3.2 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish Collocation and/or the sub-loop interconnection arrangement(s) necessary to interconnect to the **SBC-12STATE** sub-loop network. When CLEC submits a request to provide information on sub-loop(s) availability, appropriate rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering sub-loop facilities. Spare sub-loop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis. Sub-loop inquiries do not serve to reserve sub-loop(s).

9.2.3.3 Several options exist for Collocation or sub-loop interconnection arrangements at technically feasible points. Sound engineering judgement will be utilized to ensure network security and integrity. Each situation will be analyzed on a case –by-case basis. Should additional rights of way be required to accommodate CLEC's access to sub-loop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. Also, prior to submitting the ASR the CLEC will have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement sub-loops.

9.2.3.4 Sub-loops are provided "as is" unless CLEC requests loop conditioning on xDSL Sub-loops for the purpose of offering advanced services. XDSL sub-loop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

9.2.3.5 Sub-loops are not available for combination by **SBC-12STATE** with any Unbundled Network Elements of service.

9.2.3.6 The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the **SBC-12STATE** switch will be lost.

9.2.3.7 Access to sub-loop will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire DSL sun-loops, two-wire digital (ISDN) sub-loops, four-wire DS1 sub-loops, and DS3 sub-loops. Each of the listed sub-loops will be similar to the related existing unbundled loop product offering. Access to the sub-loop unbundled network elements will be provided at TELRIC based prices. Said prices will be provided by **SBC-12STATE** in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise **SBC-12STATE** within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

9.2.3.8 Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("in the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

9.2.3.9 **SBC-13STATE** will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

a. A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible terminals. An accessible terminal is a point

on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interfce (FDI), where the trunk line, or "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

b. CLEC may request access to the following sub-loop segments:

FROM:	TO:
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
9. Terminal	Network Interface Device
10.NID	Stand Alone
11.*SPOI (Single Point of Interface)	Stand Alone

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

9.2.3.10 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish Collocation and/or the sub-loop interconnection arrangement(s) necessary to interconnect to the **SBC-12STATE** sub-loop network. When CLEC submits a request to provide information on sub-loop(s) availability, appropriate rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering sub-loop facilities. Spare sub-loop(s) will be assigned to

CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis. Sub-loop inquiries do not serve to reserve sub-loop(s).

9.2.3.11 Several options exist for Collocation or sub-loop interconnection arrangements at technically feasible points. Sound engineering judgement will be utilized to ensure network security and integrity. Each situation will be analyzed on a case –by-case basis. Should additional rights of way be required to accommodate CLEC's access to sub-loop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. Also, prior to submitting the ASR the CLEC will have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement sub-loops.

9.2.3.12 Sub-loops are provided "as is" unless CLEC requests loop conditioning on xDSL Sub-loops for the purpose of offering advanced services. XDSL sub-loop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

9.2.3.13 Sub-loops are not available for combination by **SBC-12STATE** with any Unbundled Network Elements of service.

9.2.3.14 The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the **SBC-12STATE** switch will be lost.

9.2.3.15 Access to sub-loop will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire DSL sun-loops, two-wire digital (ISDN) sub-loops, four-wire DS1 sub-loops, and DS3 sub-loops. Each of the listed sub-loops will be similar to the related existing unbundled loop product offering. Access to the sub-loop unbundled network elements will be provided at TELRIC based prices. Said prices will be provided by **SBC-12STATE** in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise **SBC-12STATE** within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

9.2.3.16 Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("in the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

2.7 Add new Schedule 9.2.4– Network Interface Device with the following language:

9.2.4.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE's** distribution loop facilitities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (**SBC-12STATE)** or by tariff **(SNET).**

9.2.4.2 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End User's premises wiring through **SBC-12STATE's** NID, or at any other technically feasible point.

9.2.4.3 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** based on time and material charges. Such charges are reflected in the state specific Appendix Pricing. **SBC-12STATE** at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the NID, at charges reflected in the state specific Appendix Pricing.

9.2.4.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC-12STATE**'s NID where necessary.

9.2.4.5 The **SBC-12STATE** NIDs that CLEC uses this Appendix will be existing NIDs installed by **SBC-12STATE** to serve its End Users.

9.2.4.6 CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

2.8 Add new Schedule 9.2.5 with the following– Unbundled Local Switching:

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

a. line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

b. trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and

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

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

(ii) access to OS/DA and 9-1-1; and

(iii) all other features that the switch provides, including custom calling, CLASS features and Centrex.

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

a. Unbundled Local Switching utilizes routing instructions resident in the ILEC switch to direct all CLEC traffic. Specific terms and conditions relating to Unbundled Local Switching - Interim Shared Transport (ULS-IST) for **SBC-AMERITECH** is available in the Merger Conditions Appendix.

b. Vertical features, CLASS features, and other features resident in the ILEC switch are available under ULS. Refer to state specific Appendix Pricing for **SBC-7STATE**. Any features resident in the switch, but not offered and priced in this Agreement may be requested on a Bona Fide Request basis.

c. ULS as provided by **SBC-7STATE** and **SBC-AMERITECH** (ULS-IST) includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

d. Upon not less than sixty (60) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices within any territory (each an "exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

* A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

* In the Exception Territory where **SBC-13STATE** elects to offer the Enhanced Extended Loop (EEL) required by the UNE Remand Order, the EEL will be available to the CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. **SBC-13STATE** may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for CLEC customer accounts involving four or more lines.

(i) In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to the CLEC through pre-ordering process.

(ii) Nothing in this Section 9.4.7 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which **SBC-13STATE** may exercise its rights under this Section.

9.2.5.3 Customized Routing

a. Custom Routing is available upon CLEC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction based upon switch limitations. CLEC will pay the customized routing charges reflected in Appendix Pricing.

9.2.5.4 Unbundled Local Switching Usage Sensitive Rate Element

a. Usage rates will apply to Unbundled Local Switching on a per minute basis. See the Appendix Pricing for the state specific ULS rates (**SBC-7STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**. See specific pricing for ULS-IST (**SBC-AMERITECH**) in the Merger Conditions Appendix.

9.2.5.5 Switch Ports

a. In **SBC-7STATE**, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

(i) Line Switch Ports – **SBC-7STATE**

1) The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

2) The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a CLEC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

3) The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

4) ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps "B" (bearer) channels for circuit switched voice and/or data and on 16 kpbs "D" (delta) channel for signaling.

(ii) Trunk Side Switch Ports – **SBC-7STATE**

1) The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

2) ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps "B" channels for digital voice and data and one 64 kbps "D" channel.

3) DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications.

b. Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

c. **SBC-AMERITECH** makes available Switch Ports in the ULS-IST in Merger Conditions Appendix. For the specific pricing for ULS-IST Switch Ports, refer to state specific **SBC-AMERITECH** Appendix Pricing.

9.2.5.6 Shared Transport

a. Shared Transport is an interoffice transmission path between two **SBC-13STATE** switches. Shared Transport permits the CLEC to access the interoffice network of **SBC-13STATE** for the origination and completion of calls to and from unbundled local switch ports or to other third party switches. The charges for Shared Transport are reflected in Appendix Pricing (**SBC-7STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**. For specific terms and conditions and pricing for ULS-IST (**SBC-AMERITECH**), refer to the Merger Conditions Appendix.

9.2.5.7 Tandem Switching

a. Tandem Switching is defined as:

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

(ii) the basic switching function of connecting trunks to trunks; and

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

b. The charges for Tandem Switching are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

2.9 Schedule 9.2.2 is amended with the addition of the following Section 2- Interoffice Transport:

2.1 The Interoffice Transport (IOT) network element is defined as **SBC-12STATE** interoffice transmission facilities dedicated to a particular CLEC

that provide telecommunications between Wire Centers owned by **SBC-12STATE**, or requesting CLEC, or between switches owned by **SBC-12STATE** or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.

2.2 **SBC-12STATE** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

2.3 Unbundled Dedicated Transport

a. Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by **SBC-12STATE** or between a Wire Center or switch owned by **SBC-12STATE** and a CLEC owned or provided switch.

b. SBC-**12STATE** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). **SBC-12STATE** will provide higher speeds to CLEC as they are deployed in the **SBC-12STATE** network.

c. UDT includes the following elements:

(i) Interoffice Transport – Is a circuit between two **SBC12-STATE** Wire Centers

(ii) Entrance Facility – Is a circuit from **SBC-12STATE** serving Wire Center to the CLEC's location

(iii) Multiplexing – Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

(iv) Other Optional features are outlined in Appendix Pricing.

2.4 Diversity

a. When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two

circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

b. **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for CLEC specific diversity. **SBC-12STATE** will advise CLEC of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

2.5 Digital Cross-Connect System (DCS)

a. **SBC-12STATE** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

2.6 Network Reconfiguration Service (NRS)

a. **SBC-12STATE** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

2.7 In **SBC-12STATE** Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available as described in Section 18.2.1E of the Connecticut Service Tariff.

a. Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 12.4.1 and 12.5.1, below.

2.8 Interoffice Dark Fiber

a. **SBC-12STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **SBC-12STATE** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent,

in the CO. **SBC-12STATE** will offer its dark fiber to CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the fibers terminate.

2.9. Loop Fiber

a. **SBC-12STATE** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **SBC-12STATE** central office and an end user customer premise.

b. **SBC-12STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

(i) the serving **SBC-12STATE** central office and a remote terminal/CEV/Hut; or

(ii) a remote terminal/CEV/Hut and an end user customer premise.

c. At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant Method One.

d. At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

2.10 Spare Fiber Inventory Availability and Condition

a. All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **SBC-12STATE's** forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

2.11 Determining Spare Fibers:

a. **SBC-12STATE** will inventory and track spare dark fibers. Spare fibers do not include the following:

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

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers

- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

(ii) Defective fibers

(iii) **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month–period following the carrier's request.

b. The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request dark fiber.

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

2.12 Quantities and Time Frames for ordering Dark Fiber:

a. The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. (See definition of spare facilities set forth in Sections 9.4.8.9a and 9.4.8.10a above.)

b. If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing once rates have been established. Said prices will be provided by **SBC-12STATE** in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise **SBC-12STATE** within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility

Commission on the appropriate price will be applied retroactively and subject to true-up.

(i) If spare dark fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber. **SBC-12STATE** will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.

c. Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 9.4.8.11c

2.13 Right of Revocation of Access to Dark Fiber

a. Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date **SBC-12STATE** provided the fibers, **SBC-12STATE** may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to SBC**-12STATE** inventory.

b. **SBC-12STATE** may revoke CLEC's right to use the dark fiber, whether or not being utilized by CLEC upon twelve (12) months' written notice to CLEC. To exercise this right of revocation, **SBC-12STATE** must demonstrate to CLEC that the dark fiber will be needed to meet **SBC-12STATE**'s bandwidth requirements within the 12 months following the revocation.

2.14 Access Methods specific to Dark Fiber

a. The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **SBC-12STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.

2.15 Installation and Maintenance for Dark Fiber

a. **SBC-12STATE** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

2.10 Add new Schedule 9.2.6– Packet Switching:

9.2.6.1 **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

a. **SBC-13STATE** has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

b. There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

c. **SBC-13STATE** has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR§ 51.319 (b); and

d. **SBC-13STATE** has deployed packet switching capability for its own use.

2.11 Replace Article IX, Section IX.1, Paragraph IX.1.1 with the following language:

91.1 Provisioning/Maintenance of Unbundled Network Elements

9.1.1.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect at its own discretion. **SBC-13STATE** will provide access to UNEs where technically feasible. Where facilities and equipment are not available, **SBC-13STATE** shall not be required to provide UNEs. However, CLEC may request and, to the extent required by law, **SBC-13STATE** may agree to provide UNEs, through the Bona Fide Request (BFR) process.

9.1.1.2 Subject to the terms herein, **SBC-13STATE** is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. **SBC-13STATE** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.

9.1.1.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to **SBC-13STATE** for future provisioning needs, unless such UNE is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of a CLEC's End User's service.

9.1.1.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit **SBC-13STATE** to test and make adjustments appropriate for maintaining the UNEs in

satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

9.1.1.5 CLEC's use of any **SBC-13STATE** UNE, or of its own equipment or facilities in conjunction with any **SBC-13STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-13STATE**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, **SBC-13STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.

9.1.1.6 When a **SBC-13STATE** provided tariffed or resold service is replaced by CLEC's facility based service using any **SBC-13STATE** provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **SBC-13STATE** provided UNEs is converted to a different CLEC's service which also uses any **SBC-13STATE** provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by **SBC-13STATE** and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

9.1.1.7 CLEC shall connect equipment and facilities that are compatible with the **SBC-13STATE** Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

9.1.1.8 Unbundled Network Elements may not be connected to or combined with **SBC-13STATE** access services or other **SBC-13STATE** tariffed service offerings with the exception of tariffed Collocation services where available.

(iv) Other Optional features are outlined in Appendix Pricing.

2.12 Article XXIX to the Agreement is amended by adding Section XXIX.6A:

29.6A Intervening Law. This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the Public Utilities Commission of Ohio. In the event that any of the rates, terms and conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996,* 11 FCC Rcd 15499 (1996) (e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.,* 119 S. Ct. 721 (1999) or *Ameritech v. FCC,* No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.,* 119 S. Ct. 721 (1999) or *Ameritech v. FCC,* No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.,* 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC,* No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996,* in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to

seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

2.13 Schedule 9.2.1 is amended with the addition of Section 17:

17.0 Reservation of Rights Relating to UNEs. Ameritech's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

3.0 MISCELLANEOUS

3.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

3.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 31st day of October, 2001, by Ameritech Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

XO Ohio, Inc

By: _____

Title: Senior Vice President

Name: R. Gerard Salemme
(Print or Type)

Date: 10/31/01

SBC Telecommunications, Inc.
as agent for Ameritech Ohio

By: _____

Title: President - Industry Markets

Name: O.R. Stanley
(Print or Type)

Date: 10-30-01

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Ameritech Ohio does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under Sections 28.17 of the Interconnection Agreement between XO Ohio, Inc. and Ameritech Ohio.

ATTACHMENT “A”

APPENDIX DSL
(Including Line Sharing or HFPL)

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **SBC-12STATE** means the above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.4 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

1.5 The prices at which **SBC-12STATE** agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.

1.6 The prices, terms, and conditions herein are not applicable in **SNET**. **SNET**'s unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.

1.7 **SBC-12STATE** agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from **SBC-12STATE**'s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in **SBC-12STATE**'s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.4 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. **SBC-12STATE** shall only make the HFPL available to CLEC in those instances where **SBC-12STATE** also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by

another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.

2.7 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).

2.8 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

2.9 "xDSL Capable Loop" is a loop that a CLEC may use to deploy xDSL technologies.

2.10 "Cooperative Acceptance Testing" shall be defined as the joint testing between **SBC-12STATE**'s Technician, its Local Operations Center ("LOC"), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.

2.11 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services ("Plan of Record" or "POR") refers to **SBC-12STATE**'s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.

2.12 The "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

2.13 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.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

3.1 Unless otherwise noted, all references to "loop" in Sections 3.1 - 3.8 includes **SBC-12STATE**'s HFPL offering unless otherwise noted.

3.2 **SBC-12STATE** will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. **SBC-12STATE** will not impose limitations on the transmission speeds of xDSL services; provided, however, **SBC-12STATE** does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.

3.3 **SBC-12STATE** shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless **SBC-12STATE** has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to **SBC-12STATE** and the state commission before or at the time of its request to deploy such technology within **SBC-12STATE**. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.

3.5 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptablity and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.6 Liability

3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or **SBC-12STATE**, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on **SBC-12STATE** facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and

indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.

3.6.2 For any technology, CLEC's use of any **SBC-12STATE** network element, or its own equipment or facilities in conjunction with any **SBC-12STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-12STATE**, its affiliated companies or connecting and concurring carriers involved in **SBC-12STATE** services, cause damage to **SBC-12STATE**'s plant, impair the privacy of a communications carried over **SBC-12STATE**'s facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, **SBC-12STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, **SBC-12STATE** will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If **SBC-12STATE** does not believe the CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by **SBC-12STATE** must be supported with specific and verifiable supporting information.

3.7 Indemnification

3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability) arising from the use of such non-standard xDSL technologies by the Indemnifying Party, or Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee and Indemnitee (i.e., **SBC-12STATE**) is requested by another telecommunications provider to provide a voice grade service or facility to the end user.

3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on Indemnitee's facilities or Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee and Indemnitee (i.e., **SBC-12STATE**) is requested by another telecommunications provider to provide a voice grade service or facility to the end user, and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.7.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, or Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.7.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnitee liability and in any case which Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any Indemnitee liability.

3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the time of ordering, notify **SBC-12STATE** as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the associated Appendix Pricing.

4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.

4.1.4 Sub-Loop: In locations where **SBC-12STATE** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **SBC-12STATE** will make the following options available to CLEC:

4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting **SBC-12STATE** to make copper facilities available (subject to Section 4.6 below).

4.1.4.2 The CLEC has the option of collocating a DSLAM in **SBC-12STATE**'s Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at **SBC-12STATE** RTs, **SBC-12STATE** will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

4.1.4.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and **SBC-12STATE** has placed a DSLAM in the RT, **SBC-12STATE** must unbundle and provide access to its packet switching. **SBC-12STATE** is relieved of this unbundling obligation only if it permits a requesting CLEC to collocate its DSLAM in **SBC-12STATE**'s remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.

4.1.5 When **SBC-12STATE** is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide **SBC-12STATE** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes.

4.1.5.1 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

4.2 When **SBC-12STATE** traditional retail POTS services are disconnected, **SBC-12STATE** will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to underlying Pricing Appendix. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.

4.3 **SBC-12STATE** shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where **SBC-12STATE** is not the retail POTS provider.

4.5 **SBC-12STATE** shall not be required to provide narrowband service to CLEC "A" and broadband service to CLEC "B" on the same loop. Any line sharing between two CLECs shall be accomplished between those parties and shall not utilize any **SBC-12STATE** splitters, equipment, cross connects or OSS systems to facilitate line sharing between such CLECs.

4.6 **SBC-12STATE** shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. **SBC-12STATE** shall be under no obligation to provide HFPL where **SBC-12STATE** is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. CLEC shall pay **SBC-12STATE** for conditioning performed at CLEC's request pursuant to Sections 7.1 and 7.2 below.

4.7 For each loop (including the HFPL), CLEC shall at the time of ordering notify **SBC-12STATE** as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify **SBC-12STATE**. Likewise, **SBC-12STATE** will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. **SBC-12STATE** will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.

4.8 **SBC-12STATE** will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly

degrade the performance of other advanced services or traditional voice band services.

4.8.1 Upon request by CLEC, **SBC-12STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.8.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, **SBC-12STATE** will provide a loop to support the new technology for CLEC as follows:

4.8.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **SBC-12STATE** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.

4.8.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.

4.8.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if **SBC-12STATE** or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then **SBC-12STATE** or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that **SBC-12STATE** or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

4.8.3 Each Party must abide by Commission or FCC-approved spectrum management standards. **SBC-12STATE** will not impose its own standards for provisioning xDSL services. However, **SBC-12STATE** will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with **SBC-12STATE**'s standard collocation practices and procedure. When virtually collocated, **SBC-12STATE** will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, SBC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein. SBC will determine where such SBC-owned splitters will be located in each central office. SBC owned splitters will be placed in a common area accessible to CLECs if space is available. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Upon CLEC's request, SBC will perform testing and repair at the SBC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by SBC, CLEC shall pay SBC for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 SBC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals.

In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SBC shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the SBC central office. For requests for SBC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLECs Collocation Application. Installation intervals will be consistent with the collocation intervals for the applicable state.

5.1.2.1.2 Forecasts will be non-binding on both ILECs and CLECs. As such, **SBC-12STATE** will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.

5.1.2.2 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-12STATE** locations. Connecting Block layouts will reflect standard recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-96. All arrangements must be consistent with **SBC-12STATE**'s Operational Support Systems ("OSS").

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

5.1.2.4 All SBC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.

5.1.2.5 When an end-user disconnects SBC's POTS service, SBC will advise the end user to also notify their data CLEC. SBC will also notify the CLEC of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

5.1.2.6 SBC retains the sole right to select SBC-owned splitter equipment and installation vendors.

5.2 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, **SBC-12STATE** will install the splitter in an **SBC-12STATE** bay and **SBC-12STATE** will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.3 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-12STATE** locations. In situations where the CLEC owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with **SBC-12STATE** Operations Support Systems ("OSS").

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

5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

6.1 General: **SBC-12STATE** will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in **SBC-12STATE**'s Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC-12STATE** is providing any other CLEC and/or **SBC-12STATE**'s retail operations or its advanced services affiliate.

6.2 Loop Pre-Qualification: Subject to 6.1 above, **SBC-12STATE**'s pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, **SBC-12STATE** will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of

Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.

6.3 Loop Qualification: Subject to 6.1 above, **SBC-12STATE** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as **SBC-12STATE**'s retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in **SBC-12STATE**'s electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.

6.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.

6.4 All three categories of loop qualification are subject to the following:

6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.

6.4.2 If a CLEC elects to have **SBC-12STATE** provide loop makeup through a manual process for information not available electronically, then the loop

qualification interval will be 3-5 business days, or the interval provided to **SBC-12STATE**'s affiliate, whichever is less.

6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that **SBC-12STATE** perform conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6.4.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, **SBC-12STATE** is not required to condition the loop. However, should **SBC-12STATE** refuse the CLEC's request to condition a loop, **SBC-12STATE** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

7. PROVISIONING

7.1 Provisioning: **SBC-12STATE** will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, **SBC-12STATE** will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.

7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

7.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services, or its affiliate's, whichever is less.

7.3.2 The provisioning and installation intervals for xDSL-capable loops and HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

7.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

7.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

7.3.5 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measurement commitments.

7.3.6 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

8. ACCEPTANCE TESTING AND COOPERATIVE TESTING

8.1 **SBC-12STATE** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **SBC-12STATE** provides HFPL, continuity is generally assumed as **SBC-12STATE** retail POTS service is operating at the time of the order. Therefore, acceptance testing is unnecessary. Generally, **SBC-12STATE** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test.

8.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

8.3 Acceptance Testing Procedure:

8.3.1 Upon delivery of a loop to/for the CLEC, **SBC-12STATE**'s field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.

8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-12STATE** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

8.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **SBC-12STATE** field technician will not perform a short or open circuit due to technical limitations.

8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. The

CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-12STATE** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, **SBC-12STATE** will still close the order. **SBC-12STATE** will not complete an order that fails Acceptance Testing.

8.3.4 Until such time as the CLEC and **SBC-12STATE** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-12STATE** agrees that should the CLEC open a trouble ticket and an **SBC-12STATE** network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an **SBC-12STATE** fault), **SBC-12STATE**, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

8.3.5 **SBC-12STATE** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-12STATE** may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.

8.3.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-12STATE** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **SBC-12STATE** to re-perform the Acceptance Test at the conclusion of the repair phase again

at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.4 below.

8.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.4 Acceptance Testing Billing

8.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, the CLEC may indicate that it believes that **SBC-12STATE** is failing to install loops that are acceptable under the terms and definitions of this Appendix.

8.4.1.1 **SBC-12STATE** will perform an unbiased random sampling of the CLEC's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that **SBC-12STATE** is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time over any 2 month period of time, **SBC-12STATE** may continue charging for Acceptance Testing for all. If the sampling results show that **SBC-12STATE** is not correctly provisioning loops eighty percent (80%) of the time, or greater, **SBC-12STATE** may then perform a comprehensive analysis of the population.

8.4.1.2 If the sampling results from Section 8.4.1.1 above show that **SBC-12STATE** is in non-compliance with the conditioning success rate, as defined in this Appendix, then the CLEC will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

8.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, **SBC-12STATE** may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 8.4.1.2 above, be performed to determine whether **SBC-12STATE** can show compliance with the minimum success rates, as defined in Section 8.4.1.1 above. If the sampling result show **SBC-12STATE** is again in compliance, billing for Acceptance Testing shall resume.

8.4.1.4 Regardless of whether **SBC-12STATE** is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. **SBC-12STATE** will not bill for loop repairs when the repair resulted from an **SBC-12STATE** problem.

8.4.1.5 Beginning November 1, 2000, the **SBC-12STATE** delivery commitment, as defined by this Appendix in section 8.4.1.1, changes from 80% to 90%.

8.5 The charges for Acceptance Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	$40.92	$22.60
Nevada Bell*	FCC No. 1; Sec. 13.3.5 (B)(1)	UBC++	**$40.21/$32.72**	N/A
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)	UBC++	$44.00	$23.00
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)	UBCX+	$33.51	$21.32

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.
**Rates subject to tariff changes.

If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

9. MAINTENANCE /SERVICE ASSURANCE

9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, **SBC-12STATE** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, **SBC-12STATE** shall attempt to notify the end user and CLEC for permission any time **SBC-12STATE** repair effort has the potential of affecting service on the broadband portion of the loop. **SBC-12STATE** may proceed with repair of the voice circuit if unable to reach end-user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval. CLEC agrees that standard offered intervals do not constitute performance measurement commitments.

9.3 **SBC-12STATE** will offer a 24-hour clearing time on trouble reports referred by CLEC and proven to be in the wiring or physically tested and found to be in the loop. If **SBC-12STATE** isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or splitter, **SBC-12STATE** will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTs service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or **SBC-12STATE** (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to **SBC-12STATE** "cutting around" the POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact **SBC-12STATE** to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, **SBC-12STATE** will charge the CLEC upon closing the trouble ticket.

9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. For loops under 12,000 feet, **SBC-12STATE** will remove load coils, repeaters and excessive bridge tap at no charge.

9.5 Any CLEC testing of the retail-POTS service must be non-intrusive unless utilizing Mechanized Loop Testing (MLT). **SBC-12STATE** will provide CLECs access to its legacy MLT system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on the CLEC's trouble documentation for non-mechanized tests.

9.6 CLEC hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to **SBC-12STATE** facilities and hereby agrees to release, defend and indemnify **SBC-12STATE**, and hold **SBC-12STATE** harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against **SBC-12STATE** by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.

9.7 **SBC-12STATE** will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SBC-12STATE beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.

9.8 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with **SBC-12STATE**.

10. SPECTRUM MANAGEMENT

10.1 CLEC will advise **SBC-12STATE** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify **SBC-12STATE** as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify **SBC-12STATE**. CLEC will abide by standards pertinent for the designated PSD mask type.

10.2 **SBC-12STATE** agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. **SBC-12STATE** may

not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, **SBC-12STATE** will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by **SBC-12STATE**, as well as competitively neutral as between different xDSL services. Where disputes arise, **SBC-12STATE** and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, **SBC-12STATE** will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, **SBC-12STATE** and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then **SBC-12STATE** and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. RESERVATION OF RIGHTS

11.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7,1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996,* in CC

Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

ATTACHMENT “B”

APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

1.1 For purposes of this Appendix only **SBC-13STATE** is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.1.1 As used herein, **SBC-AMERITECH** means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.1.2 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.2 **SBC-13STATE** will provide to CLEC certain items as set out in the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.

1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.

1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date **SBC-13STATE** obligations cease under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.

2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:

2.2.1 the Merger Closing Date is October 8, 1999; and

2.2.2 the Offering Window begins November 7, 1999.

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

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

3.1 Effective June 6, 2000, this discount is no longer available.

4. OSS: CHANGE MANAGEMENT PROCESS

4.1 Upon request by CLEC, within one month of the Merger Closing Date, **SBC-13STATE** and CLEC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the **SBC-13STATE** Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, "change management process" means the documented process that **SBC-13STATE** and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. **SBC-13STATE** will follow the uniform change management process agreed upon with interested CLECs.

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

5.1 Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately $3600 per month per CLEC per State) that **SBC-13STATE** charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** also hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit **SBC-13STATE** 's right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up

information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements.

6. ADVANCED SERVICES OSS DISCOUNTS

6.1 **SBC-13STATE** will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.

6.2 If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by **SBC-13STATE**, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

6.3 In order to qualify for the OSS Discounts set forth in **Paragraphs 6.1 and 6.2** for Indiana, CLEC shall deliver to **SBC-13STATE** and the Indiana Utility Regulatory Commission, initially and on a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on **Exhibit E** - OSS Discounts, Certificate of Eligibility as specifically required by Paragraph 18 of the FCC Conditions and by the Indiana Utility Regulatory Commission.

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

7.1 **SBC-13STATE** will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

7.2 If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE** 's provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

8.1 **SBC-13STATE** will provide CLEC promotional resale discounts on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, **SBC-13STATE** 's provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by **SBC-**

13STATE, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

9.1 **SBC-13STATE** will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the "promotional UNE platform") to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999. When **SBC-13STATE** provides the promotional UNE platform, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, CLEC will pay an additional charge to compensate **SBC-13STATE** for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should CLEC's order require an assembly charge prior to establishment of such charge, **SBC-13STATE** will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

9.2 If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, **SBC-13STATE**'s provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, **SBC-13STATE**'s provision and CLEC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and

there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9.3 Notwithstanding 9.1 and 9.2 above, **SBC-AMERITECH** shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.

9.3.1 **SBC-AMERITECH** will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on **SBC-AMERITECH**'s TCNet.

10. LOOP CONDITIONING CHARGES

10.1 In accordance with paragraph 21 of the FCC Merger Conditions **SBC-13STATE** will provide to CLEC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of CLEC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. CLEC will identify to **SBC-13STATE** the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated **SBC-13STATE** technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where **SBC-13STATE** identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to a provide Advanced Services, **SBC-13STATE** will obtain CLEC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work. Consistent with Paragraph 21 of the FCC's Merger Conditions, in states where rates have been approved for the removal of load coils, bridged taps and/or voice-grade repeaters by the state commission in arbitration, a generic cost proceeding or otherwise, CLEC shall not be entitled to adopt interim conditioning rates under the terms of this Section 10.1.

11. ALTERNATE DISPUTE RESOLUTION

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

12. CONFLICTING CONDITIONS

12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against **SBC-13STATE**, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

13. SUSPENSION OF CONDITIONS

13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by **SBC-13STATE** after the date of such termination or order or finding. Thereafter, **SBC-13STATE** 's continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

14.1 Beginning on October 9, 2000, **SBC-AMERITECH** no longer provides unbundled interim shared transport, but rather provides unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999). The newer unbundled shared transport offering is available through a UNE Appendix that contains the applicable terms, conditions and rates; Unbundled shared transport is not offered under this Appendix.

15. PROMOTIONAL PAYMENT PLAN FOR UNE, RESALE AND BFR PROCESSING FEE WAIVER–OHIO AND ILLINOIS ONLY

15.1 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.

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

15.3 **SBC-AMERITECH** agrees to waive, in the states of Illinois and Ohio, the Bona Fide Request ("BFR") initial processing fee associated with a BFR submitted by a CLEC for service to residential customers under the following condition: the CLEC submitting the BFR must have, for the majority of the BFR requests it has submitted to Ameritech Illinois or Ameritech Ohio, as is appropriate, during the preceding 12 months, completed the BFR process, including the payment of any amounts due. The BFR initial processing fee will be waived for a CLEC's first BFR following the Merger Closing Date and for a CLEC that has not submitted a BFR during the preceding 12 months. This BFR fee waiver will be offered for a period of 3 years following the Merger Closing Date.

EXHIBIT E

OSS Discounts, Certificate of Eligibility

[Insert Date]

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear _____

This Certificate of Eligibility for Promotional Discounts (the "Eligibility Certificate") is delivered to you pursuant to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between our companies as amended to the date hereof (the "Agreement"). Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meaning provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION ON A QUARTERLY BASIS]

As a condition to receipt of the promotional provisions set forth in its agreement with **SBC-13 STATE** hereby certifies to **SBC-13STATE** and the Indiana Utility Regulatory Commission that Requesting Carrier is using each of the unbundled loops on which Requesting Carrier has requested and is receiving the OSS discounts provided in Appendix – Merger Conditions to provisions an Advanced Service in compliance with the provisions of Paragraph 18 of the FCC Conditions.

In Witness Whereof [Requesting Carrier] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this _____ day of _____, _____.

[Requesting Carrier]

By: _____

Name Printed: _____

Title: _____

CC: [Insert state commission Recipient]

Ohio
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Access Area C - Rural			$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban			$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro			$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)			N/A	N/A	
Access Area D - Rural			N/A	N/A	
Access Area C - Suburban			N/A	N/A	
Access Area B - Metro			N/A	N/A	
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology			N/A	N/A	
Access Area D - Rural			N/A	N/A	

Ohio
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Access Area C - Suburban			N/A	N/A	
Access Area B - Metro			N/A	N/A	
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology					
Access Area D - Rural			$ 7.14	See NRC Prices Below	
Access Area C - Suburban			$ 5.97	See NRC Prices Below	
Access Area B - Metro			$ 4.44	See NRC Prices Below	
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology					
Access Area D - Rural			$ 14.59	See NRC Prices Below	
Access Area C - Suburban			$ 12.37	See NRC Prices Below	
Access Area B - Metro			$ 7.78	See NRC Prices Below	
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology			N/A	N/A	
Access Area D - Rural			N/A	N/A	

Ohio
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Access Area C - Suburban			N/A	N/A	
Access Area B - Metro			N/A	N/A	
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology					
Access Area D - Rural			$ 7.14	See NRC Prices Below	
Access Area C - Suburban			$ 5.97	See NRC Prices Below	
Access Area B - Metro			$ 4.44	See NRC Prices Below	
PSD#6 2-Wire Very High-band Capable			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	

Ohio
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Service Order Establishment Charge				$ 12.17	
Loop Connection Charge				$ 23.25	
# UNE-P Promotion			N/A	N/A	
ULS-IST Port					
Residence Basic Line Port-All Zones	UJR		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
ISDN Direct Port-All Zones	U2P		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Cross connect	CXC9X		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	NR9UU, NR9UV		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
# Unbundled Local Loop					
2-Wire Analog Loop	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	

Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

ATTACHMENT “C”

APPENDIX DA

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APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based CLEC's or CLEC's leasing unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC

1.2 SBC Communications, Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.4 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.8 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.9 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.

1.11 As used herein, **PACIFIC** means an ILEC doing business in California.

1.12 As used herein, **NEVADA** means an ILEC doing business in Nevada.

1.13 As used herein, **SNET** means an ILEC doing business in Connecticut.

2. SERVICES

2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following DA Services:

2.1.1 DIRECTORY ASSISTANCE (DA)

2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of "non-published status") for the local/intraLATA serving area where available to CLEC's End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.

2.1.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)

2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC's End User, utilizing an automated voice system or with operator assistance.

2.1.3 NATIONAL DIRECTORY ASSISTANCE (NDA)

2.1.3.1 **SBC-10STATE/PACIFIC** - A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to CLEC End Users.

2.1.4 **NEVADA/SNET** – NDA is not technically feasible and/or available.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 "**Non-List Telephone Number or DA only Telephone Number" -** A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.

3.1.2 "**Non-Published Number"** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.

3.1.3 "**Published Number" -** A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

4.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

4.1.1 Where technically feasible and/or available, **SBC-13STATE** will brand DA in CLEC's name based upon the criteria outlined below:

4.1.1.1 Where **SBC-12STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-12STATE** is only providing DA service on behalf of the CLEC, the calls will be branded.

4.1.1.1.1 SNET – Where SNET provides Operator Services (OS) and DA services on behalf of CLEC, the CLEC must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where SNET is only providing DA service on behalf of the CLEC, the CLEC's calls will be branded.

4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

4.1.1.3 **SBC-13STATE -** CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC's specific branding announcement for its DA calls in

accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges:

4.1.1.5.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-SWBT** unbundled local switching.

4.1.1.5.2 **PACIFIC/NEVADA –** An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.3 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.4 **SBC-AMERITECH –** An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by **SBC-AMERITECH** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per

trunk group for each subsequent change to the branding announcement.

5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

5.1 An SBC database referenced by an SBC Operator for CLEC DA specific information as provided by the CLEC such as it's business office, repair and DA rates.

5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC DA Reference/Rater information based upon the criteria outlined below:

5.1.1.1 CLEC will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

5.1.1.2 CLEC will inform **SBC-12STATE** via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Reference or Rater -information.

5.1.1.4 Where technically feasible and/or available, when an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable DA rates as provided by CLEC or as otherwise defined below.

5.1.1.5 **SNET**- until technically feasible and/or available, when a **SNET** Operator receives a rate request from a CLEC end user, **SNET** will quote the surcharge rate only.

6. RESPONSIBILITIES OF THE PARTIES

6.1 CLEC agrees that due to customer quality and work force scheduling, **SBC-13STATE** will be the sole provider of DA Services for CLEC's local serving area(s) for a minimum of a one (1) year period. The foregoing minimum term

commitment provision is not applicable if **SBC-13STATE** has been the sole provider of DA services for CLEC's local serving area for more than a year pursuant to a prior DA agreement whose term immediately proceeded the effective date of this DA Appendix.

6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

6.4 CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

6.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

6.6 CLEC will send the DA listing records to **SBC-13STATE** for inclusion in **SBC-13STATE** DA database via electronic gateway as described in Appendix WP.

6.7 CLEC agrees that **SBC-13STATE** may utilize CLEC’s End User’s listings contained in **SBC-13STATE** directory assistance database in providing existing and future **SBC-13STATE** directory assistance or DA related services.

6.8 CLEC further agrees that **SBC-13STATE** can release CLEC’s directory assistance listings stored in **SBC-13STATE** directory assistance database to competing providers.

7. METHODS AND PRACTICES

7.1 **SBC-13STATE** will provide DA Services to CLEC’s End Users in accordance with **SBC-13STATE** DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

8. PRICING

8.1 The prices at which **SBC-13STATE** agrees to provide CLEC with Directory Assistance Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

8.2 Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

9. MONTHLY BILLING

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

9.2 **SBC-13STATE** will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

10. LIABILITY

10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

10.2 CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

11. TERMS OF APPENDIX

11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, which ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party provided, however, that either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party if **SBC-13STATE** has been the sole provider of DA services for CLEC for more than one year pursuant to a prior DA Agreement whose term immediately proceeded the effective date of this DA Appendix and in such instances, the estimated monthly charges in section 11.2 shall not apply.

11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SWBT, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

ATTACHMENT “D”

29.19 Performance Measures.

29.19.1 As used in this section, Service Bureau Provider means a company which has been engaged by Requesting Carrier to act as its agent for purposes of accessing Ameritech's OSS application-to-application interfaces.

29.19.2 As used in this section, in Ohio, Merger Condition shall mean those conditions related to the SBC Ameritech merger ordered under the Public Utility Commission of Ohio Case Number 98-1082-TP-AMT; Collaborative Case No. 00-942-TP-COI.

29.19.3 As used in this section, Collaborative Process shall mean the performance measurement collaborative process established pursuant to the Merger Conditions.

29.19.4 The performance measurements contained herein, notwithstanding any other provisions this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The Parties' rights and obligations are defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations, tariffs, and within this interconnection agreement.

29.19.5 The Parties agree that the performance measurements, remedy plans and Business Rules as set forth in the Merger Conditions and developed under the Collaborative Process shall be incorporated into this Agreement by reference. The Parties agree to accept and abide by the Performance Measure Remedy Plan and Schedule and the state-specific Business Rules, as posted on SBC/Ameritech's Internet website.

29.19.6 The Parties agree that performance measurements, remedies and Business Rules may be revised through the Collaborative Process and the Parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative process when finalized. In the event either Party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with the Commission for resolution, with such process being the sole and exclusive process for seeking resolution of such issue. Until a final Commission order resolving the issue is effective, the parties agree to abide by the performance measures, remedy plans and Business Rules implemented by Ameritech in response to the Collaborative Process as then posted on SBC/Ameritech's Internet website. Each Party reserves its rights, notwithstanding anything herein to the contrary, to seek appropriate legal and/or equitable review and relief from such Commission order, and compliance with and implementation of any such order shall not represent a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such Party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.

29.19.7 In addition to the exclusions described in the performance measures and remedy plans developed within the Collaborative Process, Ameritech shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions or inaction of Requesting Carrier or of a Service Bureau Provider acting as Requesting Carrier's agent for connection to Ameritech's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

ATTACHMENT “E”

LIST OF SCHEDULES

SCHEDULE 1.2	**DEFINITIONS**	**Amended 11/01**
SCHEDULE 2.1	IMPLEMENTATION SCHEDULE	
SCHEDULE 2.2	BONA FIDE REQUEST	
SCHEDULE 2.3	TECHNICAL REFERENCE SCHEDULE	
SCHEDULE 6.0	MEET-POINT BILLING RATE STRUCTURE	
SCHEDULE 7.1	BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES	
SCHEDULE 7.7.2	OS/DA	
SCHEDULE 9.2.1	**LOCAL LOOPS**	**Amended 11/01**
SCHEDULE 9.2.2	**INTEROFFICE TRANSMISSION FACILITIES**	**Amended 11/01**
SCHEDULE 9.2.3	**SUBLOOP ELEMENTS**	**Added 11/01**
SCHEDULE 9.2.4	**NETWORK INTERFACE DEVICE**	**Added 11/01**
SCHEDULE 9.2.5	**UNBUNDLED LOCAL SWITCHING**	**Added 11/01**
SCHEDULE 9.2.6	**PACKET SWITCHING**	**Added 11/01**
SCHEDULE 9.5	**PROVISIONING OF NETWORK ELEMENTS**	**Amended 11/01**
SCHEDULE 10.13	RESALE MAINTENANCE PROCEDURES	
SCHEDULE 10.13.2	SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY	
SCHEDULE 12.3	NON-STANDARD COLLOCATION REQUEST	
SCHEDULE 12.9.1	PHYSICAL COLLOCATION SPACE RESERVATION	
SCHEDULE 12.9.3	COLLOCATION CAPACITY PLANNING	
SCHEDULE 12.12	DELIVERY OF COLLOCATED SPACE	
SCHEDULE 12.15	COMMON REQUIREMENTS	
SCHEDULE 12.16	ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION	
SCHEDULE 19.17	FORM OF CERTIFICATE OF ELIGIBILITY FOR OSS DISCOUNTS	
SCHEDULE 19.18	FORM OF CERTIFICATE OF ELIGIBILITY FOR PROMOTIONAL DISCOUNTED PRICING ON UNBUNDLED LOCAL LOOPS	

APPENDIX DSL	**ADDED**	**11/01**
APPENDIX MERGER CONDITIONS	**ADDED**	**11/01**
APPENDIX DA	**ADDED**	**11/01**
PERFORMANCE MEASURE LANGUAGE	**ADDED**	**11/01**
PRICING SCHEDULE	**AMENDED**	**11/01**

		Collocation Services Rates		Non-Recurring	Recurring
		09/25/01			
	Ohio	**VIRTUAL COLLOCATION**			
		QUOTE SHEET			
				RATE	**RATE**
				NON-	**MONTHLY**
	COST ELEMENT	**UNIT**		**RECURRING**	**RECURRING**
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
	Floor Space	Per Sq. Ft. of space used by CLEC			**$3.63**
	Floor Space- Eqpt Bay/Store Cabinet	Per Standard Equipment Bay			**$36.27**
	Floor Sp- Non Stand Bay/Store Cabinet	Per Non-Standard Bay			**$65.28**
EQUIPMENT BAYS					
	Equipment Bay Standard	Per Standard Bay (CLEC Provides)			
	Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)			
COMMON SYSTEMS					
	Common Systems - Standard Bay	Per Standard Equipment Bay			**$16.20**
	Common Systems - Non-Standard Bay	Per Non-Standard Bay			**$29.16**
POWER PROVISIONING					
	Power Engineering:				
	ILEC-Vendor Engineering	Per Placement		**$668.20**	
	DC Power Engineering	Per Placement		**$719.48**	
	Power Panel:				
	50 Amp	Per Power Panel (CLEC Provides)			
	Power Cable and Infrastructure:				
	Power Cable Rack Occupancy	Per Four Power Cables or Quad			**$0.80**
	20 Amp	Per Four Power Cables or Quad (CLEC Provides)			
	40 Amp	Per Four Power Cables or Quad (CLEC Provides)			
	50 Amp	Per Four Power Cables or Quad (CLEC Provides)			
	Equipment Grounding:				
	Ground Cable Placement	Per CLEC Equipment or Cabinet Bay			**$0.56**
POWER CONSUMPTION					
	DC Power Usage	Per Amp			**$9.96**
FIBER CABLE PLACEMENT					
	Fiber Cable Placement	Per Fiber Cable Sheath		**$3,039.76**	**$8.88**
	Entrance Conduit	Per Fiber Cable Sheath			**$15.54**
SBC ACTIVITIES:					
ENGINEERING DESIGN					
	CO Survey				
PROJECT MANAGEMENT					
	INITIAL				
	Application Processing	Per CLEC Application		**$501.03**	
	Project Coordination	Per CLEC Application		**$3,223.11**	
	AUGMENT				
	Application Processing	Per CLEC Application Augment		**$373.32**	
	Project Coordination	Per CLEC Application Augment		**$1,515.68**	
				$503.34	
TIME SENSITIVE ACTIVITIES					
TRAINING					
	Communication Technician	Per 1/2 Hour		**$23.39**	

		Collocation Services Rates 09/25/01			Non-Recurring	Recurring
	C O Manager (LFO)	Per 1/2 Hour			**$29.92**	
	Power Engineer	Per 1/2 Hour			**$42.57**	
	Equipment Engineer	Per 1/2 Hour			**$42.57**	
EQUIPMENT MAINTENANCE COST						
	Communication Technician	Per 1/4 Hour			**$11.70**	
EQUIPMENT EVALUATION COST						
	Equipment Engineer	Per 1/2 Hour			**$42.57**	
CONSTRUCTION COORDINATION		Per 1/2 Hour				
	Communication Technician	Per 1/2 Hour			**$23.39**	
TEST & ACCEPTANCE						
	Communication Technician	Per 1/2 Hour			**$23.39**	
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Placement			**$1,213.46**	
	Cable Installation	Per Arrangement				
	Voice Grade Arrangement	100 Copper Pairs			**$195.60**	**$0.49**
	Rack - Voice Grade	100 Copper Pairs				**$1.53**
	Voice Grade Arrangement	100 Shielded Pairs			**$195.60**	**$0.49**
	Rack - Voice Grade	100 Shielded Pairs				**$1.53**
	DS1 Arrangement - DCS	28 DS1			**$5,907.98**	**$357.00**
	Rack - DS1 - DCS	28 DS1				**$0.77**
	DS1 Arrangement - DSX	28 DS1			**$530.15**	**$1.34**
	Rack - DS1 - DSX	28 DS1				**$0.77**
	DS3 Arrangement - DCS	1 DS3			**$3,925.31**	**$183.77**
	Rack - DS3 - DCS	1 DS3				**$0.51**
	DS3 Arrangement - DSX	1 DS3			**$187.56**	**$0.47**
	Rack - DS3 - DSX	1 DS3				**$0.51**
	4 Fiber Jumper	per Placement			**$151.45**	**$0.38**
	Fiber Raceway per 4 Fiber Jumper	Per Placement				**$5.17**
	Fiber Arrangement	12 Fiber Pairs				**$0.00**
	Fiber Racking per 24 Fiber Cable	Per Placement				**$0.00**
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement			**$958.04**	
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement				**$0.32**
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement				**$0.21**
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement				**$1.35**
	24 Fiber Cable	Per Placement (CLEC Provides)				
	Fiber Racking per 24 Fiber Cable	Per Placement				**$0.63**
	4 Inch Conduit	Per Placement			**$2,693.38**	**$6.80**
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair			**$17.00**	**$0.04**
	Bits Timing	Per two circuits			**$801.84**	**$2.02**

		Collocation Services Rates 09/25/01		Non-Recurring	Recurring
	Ohio	**CAGE**			
		QUOTE SHEET			
				RATE	**RATE**
				NON-	**MONTHLY**
	COST ELEMENT	**UNIT**		**RECURRING**	**RECURRING**
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
	Site Conditioning	Per Sq. Ft. of space used by CLEC		**$29.90**	
	Safety & Security	Per Sq. Ft. of space used by CLEC		**$58.19**	
	Floor Space Usage	Per Sq. Ft. of space used by CLEC			**$7.56**
COMMON SYSTEMS					
	Common Systems - Cage	Per Sq. Ft. of space used by CLEC		**$133.55**	**$0.34**
POWER PROVISIONING					
	Power Engineering:				
	ILEC-Vendor Engineering	Per Placement		**$668.20**	
	DC Power Engineering	Per Placement		**$719.48**	
	Power Panel:				
	50 Amp	Per Power Panel (CLEC Provides)		**$0.00**	
	200 Amp	Per Power Panel (CLEC Provides)		**$0.00**	
	Power Cable and Infrastructure:				
	Power Cable Rack	Per Four Power Cables or Quad		**$55.34**	**$0.14**
	20 Amp	Per Four Power Cables or Quad (Clec Provides)		**$0.00**	
	40 Amp	Per Four Power Cables or Quad (Clec Provides)		**$0.00**	
	50 Amp	Per Four Power Cables or Quad (Clec Provides)		**$0.00**	
	100 Amp	Per Four Power Cables or Quad (Clec Provides)		**$0.00**	
	200 Amp	Per Four Power Cables or Quad (Clec Provides)		**$0.00**	
	Equipment Grounding:				
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay		**$35.15**	**$0.09**
POWER CONSUMPTION (Including HVAC)					
	20 Amps	Per 20 Amps			**$257.69**
	40 Amps	Per 40 Amps			**$515.38**
	50 Amps	Per 50 Amps			**$644.22**
	100 Amps	Per 100 Amps			**$1,080.82**
	200 Amps	Per 200 Amps			**$2,161.64**
	400 Amps	Per 400 Amps			**$4,323.29**
FIBER CABLE PLACEMENT					
	Central Office:				
	Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)		**$1,015.89**	**$13.56**
	Entrance Conduit	Per Fiber Cable Sheath			**$15.54**
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair		**$17.00**	**$0.02**
	Bits Timing	Per two circuits		**$801.84**	**$1.14**
	Space Availability Report	Per Premise		**$130.66**	
	Security Access / ID Cards	Per Card		**$35.41**	
	ID Card	Per Card		**$0.00**	
	Cage Prep Costs				
	Vendor Layout & Coord.	Per CLEC Cage		**$575.99**	
	AC Circuits to Cage	Per CLEC Cage		**$638.85**	
	Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)		**$0.00**	
	Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)		**$0.00**	
	Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)		**$0.00**	
	Cage Door & Lock	Each (CLEC Provides)		**$0.00**	

		Collocation Services	Notes		Non-Recurring	Recurring
			09/25/01			
	Backboard	Each (CLEC Provides)			**$0.00**	
	Signage	Each (CLEC Provides)			**$0.00**	
	Overhead light	Each (CLEC Provides)			**$0.00**	
	AC Electrical Outlet	Each (CLEC Provides)			**$0.00**	
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application			**$1,213.46**	
	Installation	Per Cable (CLEC Installs Cable)			**$0.00**	
	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)			**$195.60**	**$3.12**
	Rack - Voice Grade	100 Copper Pairs				**$1.53**
	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)			**$195.60**	**$3.12**
	Rack - Voice Grade	100 Shielded Pairs				**$1.53**
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)			**$5,907.98**	**$357.00**
	Rack - DS1 - DCS	28 DS1				**$0.77**
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)			**$530.15**	**$1.34**
	Rack - DS1 - DSX	28 DS1				**$0.77**
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)			**$3,925.31**	**$183.77**
	Rack - DS3 - DCS	1 DS3				**$0.51**
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)			**$187.56**	**$0.47**
	Rack - DS3 - DSX	1 DS3				**$0.51**
					$0.00	
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)			**$302.91**	**$4.84**
	Fiber Racking per 24 Fiber Cable	Per Placement				**$1.21**
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement			**$874.62**	
	Cable Installation	Per Placement (CLEC Installs Cable)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement				**$0.23**
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement				**$0.15**
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement				**$0.97**
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement				**$0.46**
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC			**$16.12**	
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application			**$845.05**	
	Project Coordination	Per CLEC Application			**$2,814.67**	
	AUGMENT					
	Application Processing	Per CLEC Application Augment			**$547.05**	
	Project Coordination	Per CLEC Application Augment			**$1,515.68**	
	TIME SENSITIVE ACTIVITIES					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**			**$26.51**	
	Com. Tech. -Craft	**Per 1/4 hour**			**$11.70**	
	C.O. Mgr. -1 Lv	**Per 1/4 hour**			**$14.96**	
	Floor Space planner 1 Lv	**Per 1/4 hour**			**$21.29**	

		Collocation Services Rates 09/25/01			Non-Recurring	Recurring
	Project Mgr. -1 Lv	**Per 1/4 hour**			**$21.29**	
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**			**$26.51**	

Ohio

CAGELESS

QUOTE SHEET

	COST ELEMENT	UNIT	Non-Recurring RATE	Recurring RATE
	SBC-PROVISIONED FACILITIES & EQUIPMENT:		NON-RECURRING	MONTHLY RECURRING
	REAL ESTATE			
	Site Conditioning	Per Sq. Ft. of space used by CLEC	**$29.90**	
	Safety & Security	Per Sq. Ft. of space used by CLEC	**$58.19**	
	Floor Space Usage	Per Sq. Ft. of space used by CLEC		**$7.56**
	COMMON SYSTEMS			
	Common Systems - Cageless	Per Sq. Ft. of space used by CLEC	**$169.10**	**$0.43**
	POWER PROVISIONING			
	Power Engineering:			
	ILEC-Vendor Engineering	Per Placement	**$668.20**	
	DC Power Engineering	Per Placement	**$719.48**	
	Power Panel:			
	50 Amp	Per Power Panel (CLEC Provides)	**$0.00**	
	200 Amp	Per Power Panel (CLEC Provides)	**$0.00**	
	Power Cable and Infrastructure:			
	Power Cable Rack	Per Four Power Cables or Quad	**$55.34**	**$0.14**
	20 Amp	Per Four Power Cables or Quad	**$0.00**	
	40 Amp	Per Four Power Cables or Quad	**$0.00**	
	50 Amp	Per Four Power Cables or Quad	**$0.00**	
	100 Amp	Per Four Power Cables or Quad	**$0.00**	
	200 Amp	Per Four Power Cables or Quad	**$0.00**	
	Equipment Grounding:			
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**$35.15**	**$0.09**
	POWER CONSUMPTION (Including HVAC)			
	20 Amps	Per 20 Amps		**$257.69**
	40 Amps	Per 40 Amps		**$515.38**
	50 Amps	Per 50 Amps		**$644.22**
	100 Amps	Per 100 Amps		**$1,080.82**
	200 Amps	Per 200 Amps		**$2,161.64**
	400 Amps	Per 400 Amps		**$4,323.29**
	FIBER CABLE PLACEMENT			
	Central Office:			
	Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	**$1,015.89**	**$13.56**
	Entrance Conduit	Per Fiber Cable Sheath		**$15.54**
	MISCELLANEOUS & OPTIONAL COST:			
	MISCELLANEOUS COSTS			
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**$17.00**	**$0.02**
	Bits Timing	Per two circuits	**$801.84**	**$1.14**
	Space Availability Report	Per Premise	**$130.66**	
	Security Access / ID Cards	Per Card	**$35.41**	
	ID Card	Per Card	**$0.00**	
	CAGELESS / POT BAY OPTIONS			
	AC Circuits to cageles Bay	Per Arrangement	**$371.43**	
	Equipment Bay	CLEC Provided		
	Non Standard Bay	CLEC Provided		
	VF/DS0 Termination Panel	CLEC Provided		

	Collocation Services	Rates 09/25/01			Non-Recurring	Recurring
	VF/DS0 Termination Module	CLEC Provided				
	DDP-1 Panel	CLEC Provided				
	DDP-1 Jack Access Card	CLEC Provided				
	DS3/STS-1 Interconnect Panel	CLEC Provided				
	DS3 Interconnect Module	CLEC Provided				
	Fiber Optic Splitter Panel	CLEC Provided				
	Fiber Termination Dual Module	CLEC Provided				

		Collocation Services Rates 09/25/01		Non-Recurring	Recurring
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
	Route Design	Per Application		**$1,213.46**	
	Installation	Per Cable (CLEC Installs Cable)		**$0.00**	
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)		**$195.60**	**$3.12**
	Rack - Voice Grade	100 Copper Pairs			**$1.53**
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)		**$195.60**	**$3.12**
	Rack - Voice Grade	100 Shielded Pairs			**$1.53**
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)		**$5,907.98**	**$357.00**
	Rack - DS1 - DCS	28 DS1			**$0.77**
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)		**$530.15**	**$1.34**
	Rack - DS1 - DSX	28 DS1			**$0.77**
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)		**$3,925.31**	**$183.77**
	Rack - DS3 - DCS	1 DS3			**$0.51**
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)		**$187.56**	**$0.47**
	Rack - DS3 - DSX	1 DS3			**$0.51**
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)		**$302.91**	**$4.84**
	Fiber Racking per 24 Fiber Cable	Per Placement			**$1.21**
CLEC TO CLEC CONNECTION					
	Route Design	Per Placement		**$874.62**	
	Cable Installation	Per Placement (CLEC Installs)			
	50 Pr Shielded Cable	Per Placement (CLEC Provides)			
	Cable Rack per 50 pr Cable	Per Placement			**$0.23**
	DS-3 Coax Cable	Per Placement (CLEC Provides)			
	Cable Rack Per DS-3	Per Placement			**$0.15**
	4 Fiber Jumper	Per Placement (CLEC Provides)			
	Fiber Raceway per 4 Fiber Jumper	Per Placement			**$0.97**
	24 Fiber Cable	Per Placement (CLEC Proviides)			
	Fiber Racking per 24 Fiber Cable	Per Placement			**$0.46**
	4 Inch Conduit	Per Placement (CLEC Provides)			
SBC ACTIVITIES:					
ENGINEERING DESIGN					
	CO Survey and				
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC		**$16.12**	
PROJECT MANAGEMENT					
	INITIAL				
	Application Processing	Per CLEC Application		**$845.05**	
	Project Coordination	Per CLEC Application		**$2,814.67**	
	AUGMENT				
	Application Processing	Per CLEC Application Augment		**$547.05**	
	Project Coordination	Per CLEC Application Augment		**$1,515.68**	
				$503.34	
	TIME SENSITIVE ACTIVITIES				
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**		**$26.51**	
	Com. Tech. -Craft	**Per 1/4 hour**		**$11.70**	
	C.O. Mgr. -1 Lv	**Per 1/4 hour**		**$14.96**	
	Floor Space planner 1 Lv	**Per 1/4 hour**		**$21.29**	
	Project Mgr. -1 Lv	**Per 1/4 hour**		**$21.29**	
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**		**$26.51**	

		Collocation Services Rates 09/25/01			Non-Recurring	Recurring

		Collocation Services Rates 09/25/01		Non-Recurring	Recurring
	Ohio	ADJACENT STRUCTURE			
		COST SUMMARY			
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure					
				RATE	RATE
				NON-	MONTHLY
	COST ELEMENT	UNIT		RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
	Floor Space Usage	Per Sq. Ft. of land used by CLEC			**$0.00**
CONDUIT PLACEMENT					
	Co to Adjacent Structure	Per Linear Foot per 7 Ducts		**$356.82**	
	Set Up and Wall Coring	Per Placement		**$6,636.56**	
DC POWER PROVISIONING					
	Power Engineering:				
	DC Power Engineering	Per Placement		**$719.48**	
	50 Amp DC Power Extension				
	50 Amp Power Panel	Per Power Panel (CLEC Provides)		**$0.00**	
	ILEC-Vendor Engineering	Per Four Power Cables (quad)		**$6,615.18**	
	50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)		**$0.00**	
	200 Amp DC Power Extension				
	200 Amp Power Panel	Per Power Panel (CLEC Provides)		**$0.00**	
	ILEC-Vendor Engineering	Per Four Power Cables (quad)		**$6,615.18**	
	200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)			
DC POWER CONSUMPTION					
	20 Amps	Per 20 Amps			**$175.07**
	40 Amps	Per 40 Amps			**$350.13**
	50 Amps	Per 50 Amps			**$437.67**
	100 Amps	Per 100 Amps			**$875.33**
	200 Amps	Per 200 Amps			**$1,750.67**
AC POWER PROVISIONING					
	100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)			
	AC Power	Per KWH			**$0.07**
SBC ACTIVITIES:					
ENGINEERING DESIGN					
	CO Site Survey			**$2,896.56**	
PROJECT MANAGEMENT					
	INITIAL				
	Application Processing	Per CLEC Application		**$674.76**	
	Project Coordination	Per CLEC Application		**$4,779.61**	
	AUGMENT				
	Application Processing	Per CLEC Application Augment		**$547.05**	
	Project Coordination	Per CLEC Application Augment		**$2,257.13**	
OPTIONAL COST:					
FIBER CABLE PLACEMENT					
	Fiber Cable Engineering	Per Placement		**$736.54**	
	Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls cable)		**$0.00**	**$5.09**
	Innerduct Placement	Per Linear Foot		**$1.60**	
INTERCONNECTION COSTS:					
INTERCONNECTION EXTENSION					
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)			
	(50 Pair Copper Cable)				
	VG, DS0 & DS1 Extension	Per Linear Foot (Clec Provides Cable)			
	(50 Pair Shielded Cable)				

		Collocation Services Rates 09/25/01			Non-Recurring	Recurring
	DS3 Extension - 1 DS3	Per Linear Foot (Clec Provides Cable)				
	(Coax Cable)					
	Optical Extension	Per Linear Foot (Clec Provides Cable)				
	(4 Fiber Jumper)					
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
	Route Design	Per Application			**$1,213.46**	
	Installation	Per Cable (CLEC Installs)			**$0.00**	
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)			**$195.60**	**$3.12**
	Rack - Voice Grade	100 Copper Pairs				**$1.53**
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)			**$195.60**	**$3.12**
	Rack - Voice Grade	100 Shielded Pairs				**$1.53**
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)			**$5,907.98**	**$357.00**
	Rack - DS1 - DCS	28 DS1				**$0.77**
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)			**$530.15**	**$1.34**
	Rack - DS1 - DSX	28 DS1				**$0.77**
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)			**$3,925.31**	**$183.77**
	Rack - DS3 - DCS	1 DS3				**$0.51**
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)			**$187.56**	**$0.47**
	Rack - DS3 - DSX	1 DS3				**$0.51**
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)			**$302.91**	**$4.84**
	Fiber Racking per 24 Fiber Cable	Per Placement				**$1.21**
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement			**$874.62**	
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)			**$0.00**	
	Cable Rack per 50 pr Cable	Per Placement				**$0.23**
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)			**$0.00**	**$0.00**
	Cable Rack Per DS-3	Per Placement				**$0.15**
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)			**$0.00**	**$0.00**
	Fiber Raceway per 4 Fiber Jumper	Per Placement				**$0.97**
	24 Fiber Cable	Per Placement (CLEC Provides Cable)			**$0.00**	**$0.00**
	Fiber Racking per 24 Fiber Cable	Per Placement				**$0.46**
	4 Inch Conduit	Per Placement (CLEC Provided)			**$0.00**	
	TIME SENSITIVE ACTIVITIES					
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**			**$26.51**	
	Com. Tech. -Craft	**Per 1/4 hour**			**$11.70**	
	C.O. Mgr. -1 Lv	**Per 1/4 hour**			**$14.96**	
	Floor Space planner 1 Lv	**Per 1/4 hour**			**$21.29**	
	Project Mgr. -1 Lv	**Per 1/4 hour**			**$21.29**	
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**			**$26.51**	

AMENDMENT NO. _____

TO INTERCONNECTION AGREEMENT - OHIO

By and between

THE OHIO BELL TELEPHONE COMPANY[1]

AND

XO OHIO, INC.

The Interconnection Agreement by and between The Ohio Bell Telephone Company ("SBC") and XO Ohio, Inc. ("CLEC") for the state of Ohio ("Agreement") is hereby amended as follows:

(1) Section 4.1.2 of Appendix DSL to the Agreement is hereby replaced and superseded with the following language:

4.1.2 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-wire Digital Loop transmission facility which supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth on Schedule 9.2.1 and this Appendix DSL to this Agreement. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth in Appendix Pricing – Schedule of Prices shall apply to this IDSL Loop.

(2) Appendix Pricing – Schedule of Prices to the Agreement is hereby amended to replace the words" "2-Wire Digital Loop ISDN/IDSL" under DSL Capable Loops with the following words: "IDSL Loop". The recurring and nonrecurring rates set forth on the Appendix Pricing – Schedule of Prices for the 2-Wire Digital Loop shall apply to the IDSL Loop.

The revised Appendix DSL and Appendix Pricing – Schedule of Prices to the Agreement are hereby incorporated herein by this reference.

(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(4) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the

[1]The underlying Agreement was entered into between Ameritech Ohio, a division of Ameritech Services, Inc. on behalf of and as agent for Ameritech Ohio. Ameritech Ohio was formerly used as a reference to The Ohio Bell Telephone Company.

United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ___ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC,* No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

(5) This Amendment shall be effective upon the execution by both Parties, but shall be filed with and is subject to approval by, the Public Utilities Commission of Ohio.

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 7th day of February, 2003, by The Ohio Bell Telephone Company, signing by and through its duly authorized representative, and XO Ohio, Inc., signing by and through its duly authorized representative.

XO OHIO, INC.

By: [signature]

Title: Vice President Regulatory Affairs

Name: Douglas W. Kinkoph
(Print or Type)

Date: 2-5-03

THE OHIO BELL TELEPHONE COMPANY
By SBC Telecommunications, Inc.,
Its authorized agent

By: [signature]

Title: President – Industry Markets

Name: **Mike Auinbaun**
(Print or Type)

Date: FEB 07 2003

OHIO EXISTING UNE-P AND NEW UNE COMBINATIONS AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is dated as of _____ 2003, by and between Ohio Bell Telephone Company d/b/a "Ameritech Ohio" ("Ameritech Ohio") and XO Ohio, Inc. ("CLEC").

WHEREAS, Ameritech Ohio and CLEC are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of February 19, 1997, as may have been amended prior to the date hereof (the "Agreement").

WHEREAS, the Public Utilities Commission of Ohio ("PUCO") issued the Opinion and Order on October 4, 2001, as supplemented by the Entry on Rehearing issued on January 31, 2002, and an Entry on July 11, 2002, (together, the "Order") in Case Numbers 96-922-TP-UNC and 00-1368-TP-ATA, setting forth in certain Ohio-specific requirements regarding wholesale subject matters that are also covered in the Agreement, including tariffing requirements ("Non-Voluntary Terms");

WHEREAS, Ameritech Ohio is willing through this Amendment to incorporate the Non-Voluntary Terms notwithstanding the fact that it is Ameritech Ohio's position that some of those requirements do not arise under Sections 251 or 252 of the Telecommunications Act of 1996;

WHEREAS, the Public Utilities Commission of Ohio (the "Commission") in various Entries in Case Number 00-942-TP-COI has directed Ameritech Ohio to file a proposed interconnection agreement amendment(s) that contains the terms and conditions relating to Ameritech Ohio's provisioning of existing UNE-P and new unbundled network elements combinations;

WHEREAS, based on the foregoing and except as otherwise expressly noted, the Parties are entering into this Amendment to incorporate into the Agreement the Non-Voluntary Terms only as and to the extent imposed by the Order.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree that on and after the Amendment Effective Date, as defined in Section 5 of this Amendment, the Agreement is hereby amended by referencing and incorporating the following:

1. INTRODUCTION

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

1.2 Subject to Section 7, to the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

1.2.1 Subject to Section 7, to the extent there is a conflict or inconsistency between the provisions in the main text of this Amendment and the provisions contained in Attachment A to this Amendment, if applicable, the provisions of the main text of Amendment shall control and apply but only to the extent of such conflict or inconsistency.

1.3 The term "UNE-P" refers to "unbundled network element platform" as described in the Order.

1.4 Except upon request of CLEC, Ameritech Ohio shall not separate CLEC-requested UNEs that are currently combined and that are ordered in combination by the CLEC. (47 CFR § 51.315(b).

1.5 This Amendment sets forth the terms and conditions which govern the combining activities involving unbundled network elements (UNEs) to be performed by Ameritech Ohio. CLEC's shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with Ameritech Ohio's network.

1.6 The terms and conditions contained in this Amendment, and where applicable Attachment A, shall supersede any conflicting terms and conditions contained within the CLEC's Interconnection Agreement (including any appendices) pertaining to UNE combinations, and where applicable unbundled shared transport. The CLEC's underlying contract must contain all the necessary UNEs to make any combination involving UNEs; there are no UNEs offered or otherwise provided for in this Amendment, except to the extent provided in Section 2.0 below. Unless and until an amendment providing for any UNE not included in the Agreement is reached, a combination including any such UNE cannot be ordered or implemented. This Appendix does not create, imply, or otherwise form the basis of any Ameritech Ohio obligation to unbundle any network element or to engage in any negotiations under 47 U.S.C. §§ 251, 252 or otherwise.

1.7 Other than as set forth in this Amendment, or as contained in the Agreement and which is not superseded per Section 1.6 of this Amendment, and to the extent

required by Applicable Law, including relevant, lawful FCC and PUCO rules and Orders, and any relevant judicial decisions , Ameritech Ohio has no obligation to combine UNEs, or to combine a UNE with a network element possessed by CLEC.

1.8 Consistent with Applicable Law, UNEs may not be connected to or combined with Ameritech Ohio access services or other Ameritech Ohio service offerings with the exception of Collocation services where available. CLEC shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with Ameritech Ohio's network.

1.9 This Amendment is provided as a means by which the CLEC, which has an interconnection agreement with Ameritech under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the Order's Non-Voluntary Terms. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2. SHARED TRANSPORT

2.1 If applicable and agreed to by CLEC, Attachment A – "Unbundled Local Switching – Unbundled Shared Transport" is incorporated herein and made a part of this Amendment. The "Shared Transport" UNE defined and added by Attachment A and the provisions added thereby shall replace the shared transport provisions in the Agreement and shall apply with respect to this Amendment and the provisions added hereby.

2.2 Upon request by CLEC on a per "Unbundled Local Switching with Shared Transport" (ULS-ST) port basis (*see* Attachment A to this Amendment, which is incorporated herein, if applicable per Section 2.1 above), Ameritech Ohio will include with the ULS-ST a capability for the transmission of intraLATA toll calls originating from the purchasing CLEC's retail end-user customers who are being provided local exchange service using ULS-ST without the need to route such traffic through an interexchange carrier. This intraLATA toll capability is only available when the CLEC purchasing ULS-ST is also the pre-subscribed intraLATA toll carrier for the retail end-user customer being served by the ULS-ST. The capability will be provided from the Ameritech Ohio originating end-office where the ULS is being provided for such CLEC end-user customer.

2.2.1 This capability is limited to transmitting such intraLATA toll calls on Ameritech Ohio's existing network using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as intraLATA toll calls originated from the same end-office by Ameritech Ohio's retail end-user customers. To the extent that Ameritech Ohio is able to use CLEC's Carrier Identification Code (CIC) as a routing

code to provision this intraLATA toll capability and upon written notice by Ameritech Ohio, and subject to agreement of the parties or Commission Order, CLEC's CIC shall thereafter be used for such purpose on any requests subsequently submitted and Ameritech Ohio and CLEC shall coordinate the substitution of CLEC's CIC for use with ULS-ST with this intraLATA toll capability.

2.2.2 The CLEC is solely responsible for any intercompany compensation applicable to terminating such intraLATA calls, including such charges that are payable to the Company (beginning at the trunk-side of the Ameritech Ohio terminating end office, if any) and/or third party carriers for the termination of intraLATA toll calls to their respective end users.

2.2.3 Sections 2.2 through 2.2.3, inclusive, in this Amendment are Non-Voluntary Terms and are referred to as the "IntraLATA Provisions."

3. CURRENTLY EXISTING COMBINATIONS

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

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

3.3 For each and every provision of a currently existing combination of UNEs to provide to CLEC a UNE-P with an unbundled loop and the associated unbundled local switching with shared transport (ULS-ST) combination specifically set forth below in this Section 3.3, as and to the extent specified in the Order, Ameritech shall charge CLEC a single non-recurring charge (NRC) of $0.74, per combination in accordance with the Order or subsequent Commission orders:

- 2-Wire Basic Analog Loop with Basic Line Port
- 2-Wire P.B.X. Ground Start Analog Loop with Ground Start Port
- 2-Wire Basic Analog Loop with CENTREX Basic Line Port
- 2-Wire Electronic Key Line Analog Loop with CENTREX EKL Line Port

- 2-Wire 160 kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
- 2-Wire 160 kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port

3.3.1 The NRC in Section 3.3 applies in lieu of NRCs for:

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

3.4 For each request for a currently existing combination to provide to CLEC a UNE-P that does not fall within those unbundled loop/local switching port/shared transport combinations specified in Section 3.3, the non-recurring installation and service order charges for the requested ULS-ST port type will apply, and the appropriate service order charges for the particular unbundled loop requested will apply.

3.5 The NRC in Section 3.3 in this Amendment includes Non-Voluntary Terms and are referred to as the "Rate Provisions."

4. NEW UNE COMBINATIONS

4.1 Subject to the provisions hereof and upon CLEC request, Ameritech Ohio shall meet its combining obligations involving UNEs as provided in and to the extent required by Applicable Law.

4.2 In accordance with and subject to the provisions of this Section 4, including Section 4.3, the new UNE combinations set forth in the Schedule – UNE Combinations (Ohio) attached and incorporated into this Amendment shall be made available to CLEC as specified in the Schedule for Ohio and this Section 4.

4.2.1 The following combinations shall not be considered a "new UNE combination" under this Section: i) a "currently existing combination" as defined in Section 3.2., ii) the conversion of an existing qualifying special access service to a combination of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000).

4.3 The parties acknowledge that it is Ameritech Ohio's position, as provided in this Section 4.3, inclusive, that the United States Supreme Court in *Verizon Comm. Inc.* held that the duties in FCC Rules 51.315(c) and (d) are subject to restrictions limiting Ameritech Ohio's obligation to combine UNEs. For example, it is Ameritech Ohio's

position that, without limitation, there is no obligation when the CLEC is able to make the combinations itself;and that the new UNE combinations provided in this Amendment may exceed its existing obligations as defined in *Verizon Comm. Inc.* As of the Effective Date, there has been no further ruling or other guidance provided by the FCC upon remand of *Verizon Comm. Inc.* In light of that uncertainty, and subject to the following provisions in this Section 4.3, inclusive, and the reservation of rights in Sections 7.2 and 7.3, Ameritech Ohio is willing to perform the actions necessary to complete the actual physical combination for those new UNE combinations set forth in the Schedule – UNE Combinations to this Amendment, subject to the following:

4.3.1 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, Ameritech Ohio shall be relieved of any obligation to perform any combining functions or other actions under this Amendment, in a manner consistent with the UNE combining limitations or restrictions as set forth in such regulatory, judicial, or legislative action; and in accordance with the timeframes set forth in such action, or if no timeframes are set forth, upon the effective date of such regulatory, judicial, or legislative action, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 4.3.1 shall apply in accordance with its terms, regardless of any "change of law" or "intervening law" or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 4.3.1 shall not affect the applicability of any such provisions in situations not covered by that first sentence.

4.3.2 Without affecting the application of Section 4.3.1 (which shall apply in accordance with its provisions), if Ameritech Ohio either intends to deny or denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, (as well as requests where the CLEC wants Ameritech Ohio to complete the actual combination), Ameritech Ohio shall provide written notice to CLEC of such denial or of Ameritech Ohio's intent to deny such request, and in either event, the basis thereof. Such a notice can be given at any time, and from time to time, and for any reason supported by Applicable Law, including the limitations set forth in *Verizon Comm. Inc.* Upon such notice by Ameritech Ohio, the parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, and to eliminate any Ameritech Ohio obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the

parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, Ameritech Ohio shall initiate a proceeding before the PUCO for a determination whether such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.*, and the Agreement, including Section 4 of this Amendment. CLEC reserves its rights to initiate a proceeding before the Commission if such dispute is not resolved between the parties.

4.4 For a new UNE combination in a Schedule – UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by Ameritech Ohio, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Except that an interim nonrecurring charge, subject to true-up, for providing a new UNE-P combination for residential local exchange service shall be $33.88, pursuant to the Order or as modified on Rehearing or Appeal. Section 2.3.3.4 in this Amendment is a Non-Voluntary Term and is referred to as a "Rate Provision."

4.5 CLEC requests for a new UNE combination that is not listed in Schedule – UNE Combinations (Ohio), or for a combination of UNE(s) with elements possessed by CLEC , and subject to the terms of this Section, including Section 4.3, 7.2 and 7.3, inclusive, shall be made by CLEC in accordance with either the bona fide requestor special request process applicable under the Agreement (generically referred to as "BFR") or the Bona Fide Request for Ordinarily Combined Combinations (BFR-OC) process as set forth below Section 4.6, whichever is applicable. Any BFR or BFR-OC for such a new UNE combination is subject to the provisions of the Agreement, except to the extent modified by any requirements, criteria and conditions provided for in this Amendment. The recurring and non-recurring charges applicable to other new combinations involving UNEs requested by the CLEC, via either the BFR or the BFR-OC process as specified in this Section, will be assessed based on the resulting combination as defined in the BFR or the BFR-OC Final Quote.

4.6 A Bona Fide Request Process for Ordinarily Combined Combinations (BFR-OC) is CLEC's written request to Ameritech Ohio to provide an ordinarily combined combination of unbundled network elements not specifically identified on the Schedule – UNE Combinations. The BFR-OC Process may only be used for those new UNE combinations that are "ordinarily combined" by Ameritech Ohio. A new UNE combination will be considered "ordinarily combined" unless (1) Ameritech Ohio does not provide services using such a combination of unbundled network elements, (2) where Ameritech Ohio does provide services using such combinations, such provisioning is extraordinary (i.e., a limited UNE combination created in order

to provide service to a customer under a unique and generally nonrecurring set of circumstances), or (3) the UNE combination contains a network element, feature, or functionality that Ameritech Ohio is not required to provide as, or in conjunction with, an Unbundled Network Element.

4.6.1 When CLEC submits a BFR-OC it shall provide a technical description of each requested feature, capability, functionality and/or unbundled network element requested, including specification of what UNEs the CLEC requests Ameritech Ohio to combine.

4.6.2 For all requests submitted via the BFR-OC process, Ameritech Ohio will notify CLEC within 10 calendar days of receipt of the complete BFR-OC whether Ameritech Ohio will accept or reject the BFR-OC.

4.6.3 For each complete BFR-OC accepted by Ameritech Ohio, it will provide the requesting CLEC within 30 calendar days of receipt of the complete BFR-OC a preliminary analysis (i.e., a high level estimate of the rate for the requested UNE combination), together with general terms and conditions that may apply to the offering.

4.6.4 If the CLEC notifies Ameritech Ohio in writing within 30 calendar days of receipt of Ameritech Ohio' preliminary analysis that the CLEC wants the Ameritech Ohio to proceed with development of the "ordinarily combined" UNE combination, Ameritech Ohio will provide CLEC a Final Quote within 60 calendar days of receipt of the written notification to proceed. The Final Quote will include a price quote, a firm delivery date, and any necessary terms and conditions.

4.6.5 For each complete BFR-OC rejected by Ameritech Ohio, it will provide the factors upon which the rejection decision was based. If the BFR-OC is rejected because it was a for a combination not ordinarily combined, the CLEC may, at its option, resubmit the request as a standard BFR, according to the provisions of the Agreement.

4.6.6 Ameritech Ohio will waive its standard fees associated with the costs for the development of it's Preliminary Analysis and Final Quote in the case of a BFR-OC.

4.6.7 None of the time periods shall begin to run until a complete BFR-OC application required by Ameritech Ohio is received.

4.7 If CLEC requests new UNE combinations that are not "ordinarily combined" by Ameritech Ohio, such request shall be made by CLEC in accordance with the bona fide request or special request process applicable under the Agreement (generically referred to as "BFR"). In any such BFR, CLEC must designate among other things

the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any CLEC elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an Ameritech Ohio UNE and the network element(s) possessed by CLEC.

4.7.1 In addition to any other applicable charges, and to the extent not already provided for in the BFR in the Agreement, CLEC shall be charged a reasonable cost-based fee for any combining work that is required to be done by Ameritech Ohio under Section 4. Such cost-based fee shall be calculated using the Time and Material charges as reflected in State-specific pricing. Ameritech Ohio's preliminary substantive response to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests Ameritech Ohio to perform work not required by Section4, CLEC shall be charged a market-based rate for any such work.

4.8 Without affecting the other provisions hereof, and consistent with Applicable Law, the UNE combining obligations referenced in this Section 4, and subject to the provisions of this Section 4, including Section 4.3, inclusive, apply only in situations where each of the following is met:

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

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

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

4.10 Ameritech Ohio need not provide combinations involving network elements that do not constitute required UNEs, or where UNEs are not requested for permissible purposes.

5. AMENDMENT EFFECTIVE DATE AND TERM

5.1 CLEC may accept this entire Amendment by requesting in writing to SBC Ameritech Account Manager. Based on PUCO practice, this Amendment shall be filed within ten calendar days of full execution. The "Amendment Effective Date" shall be the date of filing. The Amendment will be deemed approved by operation of law on the 31st day after filing (unless otherwise directed by PUCO).

5.2 This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. Nothing in this Amendment shall be deemed to extend the term of the Agreement.

5.3 This Amendment contains a group of legitimately related provisions and, as such, cannot be modified by incorporating, via Section 252(i) of the Act or otherwise, provisions from other interconnection agreements into this Amendment

6. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

6.1 The Parties acknowledge and agree that this Amendment is the result of the PUCO Order. Ameritech Ohio is not admitting that the IntraLATA Provisions are a result of any Section 251 or 252 obligation or any requirement arising in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141, nor is it waiving its rights to take any position with respect to the application of the Section 251/252 process to the IntraLATA Provisions or to any obligation arising with respect to the Order, or *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141. The Parties further acknowledge that it is Ameritech Ohio's position that because the Non-Voluntary Terms are being incorporated herein solely due to the Order, the Non-Voluntary Terms and legitimately related terms do not qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC's Memorandum Opinion and Order, CC Docket 98-141 (rel. October 8, 1999), or any other applicable MFN Merger Conditions and are not available in any state other than the State of Ohio. The parties further acknowledge that it is Ameritech Ohio's position that this Amendment was therefore agreed upon outside of the negotiation procedures of 47 U.S.C. § 252(a)(1). (*See* SBC/Ameritech Order in CC Docket No. 98-141, FCC 99-279 at Condition 43, and Note 725). The parties further acknowledge that it is Ameritech Ohio's position that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

7. RESERVATIONS OF RIGHTS

7.1 Notwithstanding Section 7.1 or any other provision of the Agreement, the IntraLATA Provisions and the Rate Provisions are expressly conditional and are valid and binding only so long as no court or agency has ruled that the relevant provisions of the PUCO Order are unlawful, or has enjoined the effectiveness, application, or enforcement of those provisions, or has ruled that Ameritech Ohio is not required to provide the intraLATA toll capability addressed in the IntraLATA Provisions. In any such event, the IntraLATA Provisions automatically expire and are no longer available upon and to the extent of any such ruling or injunctive action.

In the event of such expiration, the Parties shall work cooperatively to establish an orderly transition of existing and affected CLEC end-users to other arrangements.

7.2 With this Amendment, neither Party waives and each party to this Amendment, expressly reserves, all of its rights, remedies, and arguments with respect to changes to or interpretations of the FCC's existing regulations, and as to any other regulatory, legislative or judicial action(s) which relate to the matters addressed in this Amendment, including, but not limited to, any legal or equitable rights of review and remedies (including agency reconsideration and court review). Accordingly, each party reserves the right to withdraw, revise or otherwise modify its agreement to this Amendment consistent with changes to or interpretations of the FCC's existing regulations and/or any other relevant regulatory, judicial or legislative action.

7.3 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the PUCO's Order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

7.4 Sections 7.1, 7.2 and 7.3 are cumulative, and apply in accordance with their terms regardless of any change of law provision or any other provision in the Agreement or this Amendment.

8. MISCELLANEOUS

8.1 The Agreement, as amended hereby, shall remain in full force and effect until terminated pursuant to its terms. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

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

8.3 This Amendment constitutes the entire Amendment between the parties and supersedes all previous proposals, both verbal and written.

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

XO Ohio, Inc.

By: Douglas W. Kinkoph

Name: Douglas W. Kinkoph
(Print or Type)

Title: Vice President Regulatory
(Print or Type)

Date: 2-3-03

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

By: Mike Auinbauh

Name: **Mike** Auinbauh
(Print or Type)

Title: For/ President-Industry Markets

Date: FEB 17 2003

AECN/OCN # 7520

SCHEDULE - UNE COMBINATIONS
(Ohio)

UNE-P

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

2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port

4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port

EELs

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

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

This Collocation Power Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "**Amendment**") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio[1] ("**SBC Ohio**") and XO Ohio, Inc. ("**CLEC**") is dated _____, 2004.

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

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

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

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

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

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

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

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

4. The "Power Change Date" is

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

b. the Amendment Effective Date.

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

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

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

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

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

10. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, *et al,* 535

U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC,* 288 F.3d 429 (D.C. Cir. 2002); and/or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law").

11. This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency. The Parties further acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code, notwithstanding the fact that Section 252(i) does not apply to this Amendment.

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

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

XO Ohio, Inc.

Signature: Lee Weiner

Name: Lee Weiner
(Print or Type)

Title: SVP, General Counsel
(Print or Type)

Date: 11-28-03

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

Signature: Mike Auinbauh

Name: **Mike Auinbauh**
(Print or Type)

Title: *For/* President - Industry Markets

Date: JAN 3 0 2004

FACILITIES-BASED OCN # 9321

ACNA TQW

AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO AND XO OHIO, INC.

The Ohio Bell Telephone Company[1] d/b/a SBC Ohio, as the Incumbent Local Exchange Carrier in Ohio, (hereafter, "ILEC ") and XO Ohio, Inc. as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Ohio, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Ohio ("Interconnection Agreement"), hereby execute this ISP-Bound Traffic Reciprocal Compensation Amendment (Adopting FCC Interim Terminating Compensation Plan) ("Amendment"). CLEC and Independent are also referred to as a "LEC."

1. Scope of Amendment

1.1 On or about May 9, 2003, ILEC made an offer to all telecommunications carriers in the state of Ohio (the "Offer") to exchange traffic on and after June 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-Bound Traffic").

1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2. Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan

2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic exchanged between the Parties on and after the Effective Date of this Amendment.

2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic:

2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 apply to both LEC and ILEC.

2.2.2 The Parties agree to compensate each other for ISP-bound Traffic on a minute of use basis, according to the following rate schedule:

June 1, 2003 – June 14, 2003	.0010 per minute
June 15, 2003 and thereafter:	.0007 per minute

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

2.2.3 Payment of Reciprocal Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Ohio ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its Ohio Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2003, LEC and ILEC agree that ISP-bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2003.

2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more Ohio LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such Ohio LATAs.

2.4.2 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to

determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and SBC Ohio will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

4.1 This Amendment will be effective on June 1, 2003 ("Effective Date"), and will apply to all ISP-bound Traffic exchanged between ILEC and CARRIER on and after that date, contingent upon any necessary commission approval of the Amendment.

4.2 To the extent that compensation for intercarrier traffic on or after June 1, 2003 was already billed and/or paid prior to the time that the state commission approved this Amendment, the Parties agree to implement any adjustments, reimbursements, or other "true ups" necessary to make the rates and terms set forth in this Amendment effective for all traffic terminated on and after June 1, 2003.

4.3 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.

4.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4.5 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.

4.6 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each

Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004. The Parties acknowledge and agree that SBC- Ohio has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Ohio and as of the date of that election by SBC-Ohio, the FCC Plan shall apply to this Agreement, as more specifically provided for in this Amendment. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 27 day of December, 2004, by SBC Ohio, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

XO Ohio, Inc.

Signature: Heather B. Gold

Name: Heather B. Gold
(Print or Type)

SVP-Government Relations
XO Communications. Inc.

Title: _____
(Print or Type)

Date: 12/20/04

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

Signature: Kathy J. Wilkinson

Name: **Kathy J. Wilkinson**
(Print or Type)

Title: For/Senior Vice President-
Industry Markets and Diversified Businesses

Date: 12-27-04

FACILITIES-BASED OCN # _____

ACNA _____

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Petition of Intrado Communications Inc. for Arbitration Pursuant To Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with The Ohio Bell Telephone Company d/b/a AT&T Ohio	))))))	Case No. 07-1280-TP-ARB

AT&T OHIO'S APPLICATION FOR REHEARING

The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T Ohio") respectfully submits its Application for Rehearing of the Arbitration Award in this proceeding. AT&T Ohio seeks rehearing of the Arbitration Award with respect to the following issues, each of which is fully addressed in the attached Memorandum in Support.

- Issues 1(a) and (b): The Arbitration Award incorrectly interprets the federal definition of telephone exchange service. As explained in AT&T Ohio's Memorandum in Support, the Commission should grant rehearing on these issues because Intrado's IEN Service is not telephone exchange service and because it does not provide call origination or intercommunication. In addition, Intrado's service fails to meet the requirement that the service be "within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area." Intrado's service also fails to meet the requirement that the service be "of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge." Moreover, Intrado's service is not comparable to any service the FCC has held meets the definition of telephone exchange service. Finally, the Commission's attempt to invoke Section 251(a) in the Arbitration Award is unlawful.

- Issues 4 and 4(a): The Commission should grant rehearing on these issues because the Arbitration Award's requirement that AT&T Ohio establish an unnecessary POI on Intrado's network violates federal law. As further explained in the Memorandum in Support, Intrado requested interconnection under Section 251(c)(2) alone, and Section 251(c)(2) requires the POI to be on the ILEC's network. In addition, the Commission's ruling on issues 4 and 4(a) would be equally unlawful even if it purported to rest on Section 251(a)(1), because issues under Section 251(a)(1) are not arbitrable. The Arbitration Award also errs by going beyond the "open issues" the parties identified for arbitration. However, if the Commission elects not to change the Arbitration Award on these issues, it

should at least clarify the Arbitration Award consistent with the discussion in AT&T Ohio's Memorandum in Support.

- Issues 1(c) and 6: The Commission should grant rehearing on these issues because the contract language for Issues 1(c) and 6(b) relates exclusively to a POI on Intrado's network, and should be removed for the same reasons that Issue 4 and 4(a) should be reversed.

- Issue 5(a) and (b): The Commission should grant rehearing on these issues because inter-selective routing is not interconnection and not properly included in a two-party ICA.

- Issue 13(a): The Commission's determination regarding the definition of "ISP-Bound Traffic" should be reversed because, as explained in the Memorandum in Support, AT&T Ohio's language on ISP-Bound Traffic is consistent with current law.

- Issue 24: The Commission's Arbitration Award for Issue 24 addresses an issue with respect to Appendix GTC § 15.7, which the parties had previously settled, and fails to address an issue regarding Appendix GTC § 8.1, which is still in dispute. Therefore, the Commission should grant rehearing to withdraw its ruling regarding GTC § 15.7 and to issue a ruling regarding GTC § 8.1.

- Issue 29(b): The Commission should grant rehearing and reverse its ruling on this issue because granting Intrado the lowest rate used by any other carrier violates the FCC's All-or-Nothing Rule and is discriminatory.

- Issue 31: The Arbitration Award's definition of "End User" is inconsistent with the Commission's rules and NENA's definition of that term, and misunderstands AT&T Ohio's position. Therefore, rehearing should be granted on this issue.

Based on the foregoing, and for the reasons explained in AT&T Ohio's Memorandum in Support, the Commission should grant rehearing of the Arbitration Award and reverse its rulings with respect to the above issues.

Date: April 3, 2009

Respectfully submitted,

/s/ Mary Ryan Fenlon
Jon F. Kelly
Mary Ryan Fenlon (Counsel of Record)
AT&T Ohio
150 E. Gay Street, Room 4-A
Columbus, OH 43215
(614) 223-7928
Fax: (614) 223-5955
jk2961@att.com
mf1842@att.com

J. Tyson Covey
Angela D. O'Brien
Mayer Brown LLP
71 S. Wacker Drive
Chicago, IL 60606
(312) 782-0600
Fax: (312) 706-8630
jcovey@mayerbrown.com
aobrien@mayerbrown.com

Its Attorneys

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Petition of Intrado Communications Inc. for Arbitration Pursuant To Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with The Ohio Bell Telephone Company d/b/a AT&T Ohio	))))))	Case No. 07-1280-TP-ARB

AT&T OHIO'S MEMORANDUM IN SUPPORT OF APPLICATION FOR REHEARING

Jon F. Kelly
Mary Ryan Fenlon (Counsel of Record)
AT&T Ohio
150 E. Gay Street, Room 4-A
Columbus, OH 43215
(614) 223-7928
Fax: (614) 223-5955
jk2961@att.com
mf1842@att.com

J. Tyson Covey
Angela D. O'Brien
Mayer Brown LLP
71 S. Wacker Drive
Chicago, IL 60606
(312) 782-0600
Fax: (312) 706-8630
jcovey@mayerbrown.com
aobrien@mayerbrown.com

Its Attorneys

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The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T Ohio") respectfully submits its Application for Rehearing of the Arbitration Award in this proceeding. AT&T Ohio seeks rehearing of the Arbitration Award on the issues discussed herein and clarification of the Arbitration Award on Issues 4 and 4(a).

I. Issues 1(a) and (b): The Arbitration Award Incorrectly Interprets the Federal Definition of Telephone Exchange Service

A. Intrado's IEN Service Is Not Telephone Exchange Service

Although the Commission has referred to Intrado Communications Inc. ("Intrado") as being involved in the provision of telephone exchange service in past decisions, the Arbitration Award represents the Ohio Commission's first attempt to apply the specific elements of the federal definition of "telephone exchange service" to Intrado's Intelligent Emergency Network ("IEN") service. The Florida[1] and Illinois[2] commissions have held that IEN service does not meet this definition. Unfortunately, the Arbitration Award misinterprets and misapplies that definition.

Congress defines "telephone exchange service" as follows (47 U.S.C. § 153(47)):

> (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service. [47 U.S.C. § 153(47)].

[1] Final Order, *Petition by Intrado Communications, Inc. for Arbitration*, Fla. Pub. Serv. Comm'n Docket No. 070736-TP, at 4-5 (December 3, 2008) ("*Florida Order*"), *rehearing denied* March 16, 2009.

[2] Arbitration Decision, *Intrado, Inc. Petition for Arbitration pursuant to Section 252(b) of the Communications Act of 1934 as amended, to establish an Interconnection Agreement with Illinois Bell Telephone Company*, Ill. Commerce Comm'n, Docket No. 08-0545, at 7-15, 19, 21 (Mar. 17, 2009) ("*Illinois Order*") (Attachment 1 hereto).

The Federal Communications Commission's ("FCC") *Advanced Services Order*[3] and the *Directory Listing Order*[4] are the primary sources that explain how state commissions are to apply the elements of that definition. In those orders, the FCC defined the term "intercommunication,"[5] explained that the "intercommunication" requirement applies under both parts of the definition of "telephone exchange service,"[6] demonstrated what it means to "originate . . . a telecommunications service,"[7] discussed proper application of the requirements that a service be provided "within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area"[8] and be "of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge,"[9] and explained that all "telephone exchange services" must be "comparable," *i.e.,* they must share "key characteristics and qualities."[10]

The Arbitration Award, however, does not even mention these FCC orders. Instead, the Arbitration Award proclaims (at 15-16) that the *statute* setting forth the definition of telephone exchange service (47 U.S.C. § 153(47)) "does not quantify intercommunication" or "originate." It then proceeds to interpret those terms in a way that sets little if any limits to what could qualify as "intercommunication" and "origination," and that is at odds with the *Advanced Services Order* and *Directory Listing Order.* For example, while the requirement to "originate . . . a

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[3] *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd. 385 (1999) ("*Advanced Services Order*").

[4] *Provision of Directory Listing Information Under the Telecommunications Act of 1934, as Amended*, 16 FCC Rcd. 2736 (2001) ("*Directory Listing Order*").

[5] *Advanced Services Order*,¶¶ 20, 23; *Directory Listing Order*, ¶¶ 17, 21.

[6] *Advanced Services Order*,¶ 30.

[7] *Directory Listing Order*, ¶¶ 20, 21.

[8] *Advanced Services Order*, ¶ 16.

[9] *Advanced Services Order*, ¶ 27; *Directory Listing Order*, ¶ 19.

[10] *Advanced Services Order*, ¶ 30. *See also Advanced Services Order*, ¶ 29; *Directory Listing Order*, ¶¶ 20-21.

telecommunications service" plainly means that the subscriber can initiate or make a call – as the FCC makes clear (*Directory Listing Order*, ¶ 20, 21) – the Arbitration Award finds that Intrado's service provides "origination" even though Intrado's subscriber can not make *any* calls using Intrado's service.[11] And while the FCC explained that an "intercommunicating" service is one that "permits an entire community of interconnected customers to make calls to one another over a switched network" (*Advanced Services Order*, ¶¶ 20, 23, 24, n.61; *Directory Listing Order*, ¶¶ 17, 21), and that a connection between a few designated points is not "intercommunicating" (*Advanced Services Order*, ¶ 25; *Directory Listing Order*, ¶¶ 17, 22), the Arbitration Award finds that Intrado's service meets that requirement even though the subscriber can only receive 911 calls and forward those calls to a limited number of designated points.

The Arbitration Award similarly ignores the requirements that a telephone exchange service be "within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area" and be "of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge." The FCC made clear that the service paid for must operate within, and give the subscriber the ability to communicate within, a geographic area that is the equivalent of a local exchange area[12] – again, it is not enough that the

[11] Indeed, Intrado's tariff clearly states that its PSAP customers only receive 911 calls, and must obtain service from another provider in order to originate any calls. Intrado Tariff, §§ 5.1, 5.2.C, and 5.2.I.4. Consistent with the tariff, Intrado's witnesses have testified that its IEN service does not allow its customers to originate calls. Tr. Vol. I at 124-25; AT&T Ohio Ex. 1 (Pellerin), Att. PHP-6 (Cincinnati Bell Ohio Tr. Vol. 1 at 245) and Att. PHP-3 (Fla. Tr. Vol. 1 at 178-80). Intrado's witnesses have also admitted, in this proceeding and elsewhere, that the IEN service's transfer capability is not call origination. Tr. Vol. 1 at 123-125; AT&T Ohio Ex. 1 (Pellerin), Att. PHP-3 (Fla. Tr. Vol. 1 at 179-81); *id.* at Att. PHP-6 (Cincinnati Bell Ohio Tr. Vol 1 at 245).

[12] *Advanced Services Order*, ¶ 15 (telephone exchange service requires traffic to "originate[] and terminate[] within the equivalent of an exchange area"); *id.*, ¶ 27 ("charges that a LEC assesses for originating and terminating xDSL-based advanced services *within the equivalent of an exchange area* would be covered by the 'exchange service charge.'"); *id.* ¶ 29 ("a service falls within the scope of section 3(47)(B) if it permits intercommunication within the equivalent of a local exchange area and is covered by the exchange service charge"); *Directory Listing Order*, ¶ 17 (to come within the definition of telephone exchange service, "a service must permit 'intercommunication' among subscribers within the *equivalent of a local exchange area*…."); *id.*, ¶ 19 (the phrase "by virtue of being part of a connected system of exchanges, and not a toll service" "implies that an end-user obtains the *ability to communicate*

service connect the subscriber to a few designated points.[13] Contrary to the FCC's orders, however, the Arbitration Award finds that paying for a connection between a few designated points, *i.e.*, the 911 caller, Public Safety Answering Points ("PSAP"), and first responder, is sufficient.

Congress was clear that only requesting carriers that provide "telephone exchange service" or "exchange access," as those terms are defined by Congress, can interconnect with an Incumbent Local Exchange Carrier ("ILEC") under Section 251(c)(2) (and compel arbitration of a contract for such interconnection). For these reasons, as explained further below, the Commission should grant AT&T's Application for Rehearing on Issue 1, and enter an order finding that Intrado's IEN service is not a "telephone exchange service."

1. Intrado's Service Does Not Provide Call Origination

Call origination is a requirement under Part A and B of the definition of "telephone exchange service."[14] *Florida Order* at 5. The Arbitration Award (at 16) finds that Intrado's call transfer capability ("hookflash") is call origination. But instead of citing any authority or providing any explanation for how such capability could be origination or how a single call could be originated twice (once by the 911 caller and again by the PSAP transferring the call to

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within the equivalent of an exchange area as a result of entering into a service and payment agreement with a provider of a telephone exchange service").

[13] *Advanced Services Order*, ¶ 25; *Directory Listing Order*, ¶¶ 17, 22.

[14] Call origination is an explicit requirement of Part B, and it is essential to the "intercommunicating" requirement of Part A. Part A of the definition of "telephone exchange service" requires the service "*to furnish to subscribers intercommunicating service*," and an "intercommunicating" service is one "that permits a community of interconnected customers to *make calls to one another*." *Advanced Services Order*, ¶ 23; *Directory Listing Order*, ¶ 17 (emphasis added). In order "to furnish to subscribers" a service "that permits a community of interconnected customers to make calls to one another" (as required under Part A), those subscribers obviously must be able to originate (*i.e.*, "make") calls. AT&T Init. Br. at 10-11, fn. 7 & Reply Br. at 5, fn 1. Notably, the Florida Public Service Commission held that call origination is a requirement under both parts of the federal definition of "telephone exchange service," stating: "We find that in order for a service to be considered a telephone exchange service, pursuant to 47 U.S.C. 153(47), it must provide both the origination and termination of calls. Without the ability both to originate and terminate calls, Intrado Comm's proposed services do not meet the definition of 'telephone exchange service.'" *Florida Order* at 5.

another PSAP), the Arbitration Award states (at 16) that "the statute does not quantify 'originate,'" and because Intrado would "regard in some circumstances that call transfers and conferencing involve call originating," then it must be so. But the meaning of the term "originate" is not technical and does not need to be "quantified."[15] Originating a call plainly means that you *initiate or make* a call. And the FCC has emphasized that a telephone exchange service must give subscribers control over the service by, for example, allowing them to choose with whom, from a multiplicity of customers, they will connect. *Directory Listing Order,* ¶¶ 20, 21; *Advanced Services Order,* ¶¶ 24, 25. Intrado's PSAP customer, however, can not initiate or make any calls, much less make any choices about who it will connect with.[16] The PSAP customer must wait for an inbound 911 call before it can do anything – and, even then, the PSAP is limited to transferring that existing call, if necessary, to a predetermined point. The transfer of a 911 call that was already originated by the 911 caller is not origination. *Florida Order* at 5; *Illinois Order* at 8. Calls cannot be originated twice.

The Arbitration Award (at 16) based its finding that transferring a call is the same as originating a call on Intrado's unsupported claim that "call transfers and conferencing involve call originating." But Intrado's own tariff admits that its transfer capability does not provide origination; quite the contrary, it states that the call being transferred is originated *by the 9-1-1 caller* (which is not Intrado's PSAP customer) and that the PSAP's transfer is of an *existing* call. Specifically, the tariff defines the 9-1-1 call as "emergency calls *originated* by communications devices," *i.e.*, the telephones used by end-users subscribing to AT&T Ohio or some other

[15] As the Illinois Commission correctly observed, call origination is not "a *quantitative matter*. The appropriate inquiry is qualitative – *can* the customer originate a call using Intrado's 911 service?" *Illinois Order*, fn. 23 (emphasis in original).

[16] *See supra* footnote 11. Intrado Tariff, §§ 5.1, 5.2.C, and 5.2.I.4; Tr. Vol. I at 123-25; AT&T Ohio Ex. 1 (Pellerin), Att. PHP-6 (Cincinnati Bell Ohio Tr. Vol. 1 at 245) and Att. PHP-3 (Fla. Tr. Vol. 1 at 178-81).

carrier's local service, who are not Intrado's customers. Tariff, Definitions, Section 1 (AT&T Ex. 1 (Pellerin) Att. PHP-3) (emphasis added). In addition, Intrado's tariff describes IEN services as services "that permit a [PSAP] to *receive* emergency calls placed by dialing the number 9-1-1 and/or emergency calls *originated* by personal communications devices" (again, devices used by end-user customers of some other carrier's local service) and that "support interconnection to other telecommunications service providers for the purpose of *receiving* emergency calls *originated* in [the other telecommunications carrier's] network." Tariff, § 5.1 (emphasis added). And when it comes to the PSAPs' capability to transfer calls, the tariff uses the term "Call Transfer or Call Bridging," which is defined as "[t]he act of adding an additional party to an *existing call*." *Id.,* Definitions, Section 1 (emphasis added).[17]

Consistent with its tariff, Intrado's witnesses admitted that the transfer of a 911 call is not call origination. For example, Ms. Spence-Lenss testified as follows (Tr. Vol. 1 at 123):

> Q. Now, when a PSAP conferences someone else in on an existing 911 call that was originated by an end-user, that's not the same as the PSAP originating a call, is it?
>
> A. It doesn't sound like it.

She also testified (*id.* at 124-125):

> Q. Okay. By the same token, Intrado's service doesn't allow a PSAP to originate a brand-new call to another PSAP; is that right?
>
> A. As it says in our tariff, they would have to go get local exchange services elsewhere.

[17] Intrado's tariff also makes clear that, in order to originate a call, the PSAP customer must subscribe to local exchange service from another carrier. Tariff, § 5.2.C, Original Page 8 (IEN service "*is not intended to replace the local telephone service* of the various public safety agencies which may participate in the use of this service.") (emphasis added); *id*., § 5.2.I.4 (prior to obtaining Intrado's service, a PSAP customer must agree to "subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls."); *id.*, § 1, Original Page 5 ("The Company is not responsible for the provision of local exchange service to its Customers.").

And when Intrado's witness Mr. Hicks was asked point blank whether call transfers were origination, he admitted that they were not (AT&T Ohio Ex. 1 (Pellerin), Att. PHP-3 (Fla. Tr. Vol. 1 at 180-81):

> Q. Okay. But it's – but I'm asking you about call origination. Is it your position that the transfer constitutes an origination of the call that the 911 caller has already placed?
>
> A. No, sir. It's not an origination. It's basically a transfer.

In addition, Mr. Hicks stated that an IEN customer cannot use Intrado's service "to independently place a call to anyone" or "*to originate* a call to anyone else." AT&T Ohio Ex. 1 (Pellerin), Att. PHP-3 (Fla. Tr. Vol. 1 at 179-80) (emphasis added). He likewise testified that "no, I'm not going to be providing services to the PSAP for them to generate outgoing calls, that would still be provided by their local service provider." *Id.* at Att. PHP-6 (Cincinnati Bell Ohio Tr. Vol. 1 at 245).

So even if the Commission wants to take Intrado's word for it, Intrado's own tariff demonstrates and its own witnesses admit that the 911 call being transferred by the PSAP is originated by the 911 caller that obtains service from another carrier – not by the PSAP transferring the call. Based on the same evidence, the Illinois and Florida commissions correctly concluded that Intrado's service does not provide "origination." *Illinois Order* at 8 ("hookflashing is not call origination. It is a call transfer procedure that reroutes a call originated by the person placing the inbound 911 call to the PSAP."); *Florida Order* at 5 ("Intrado Comm provides a service that cannot be used to originate a call. Intrado Comm witness Hick states that Intrado Comm both originates and terminates calls from a 911/E911 caller because Intrado Comm can transfer calls from one PSAP to another PSAP. Intrado Comm witness Hicks, however, also admitted that the PSAP would not be able to call out with its service, which means

that an outbound call cannot be placed unless a separate administrative local line is used. . . . Without the ability both to originate and terminate calls, Intrado Comm's proposed services do not meet the definition of "telephone exchange service.").

2. Intrado's Service Does Not Provide Intercommunication

Parts A and B of the definition of "telephone exchange service" require that the service provide "intercommunication." *Advanced Services Order*, ¶ 30. The Arbitration Award (at 15) finds that Intrado's service meets the "intercommunication" requirement because "[t]hough somewhat limited in its ability…there are more attributes than not that Intrado's service provides intercommunication." The Arbitration Award, however, does not look at the FCC's definition of "intercommunication" to see what "attributes" it requires. Instead, it acts as though the definition does not exist, asserting that "[t]he statute . . does not quantify intercommunication." While the statute may not "quantify intercommunication," the FCC has defined that term and provided ample guidance on the "quanti[ty]" required to meet it. The "attributes" of Intrado's service identified by the Arbitration Award – *i.e.*, that it allows "PSAP customers to communicate with other Intrado PSAP customers and AT&T's PSAP customers," "allows the public to communicate with PSAPs and local emergency personnel," and provides some "limited calling choices" – fail to meet the FCC's definition of "intercommunication."

The Arbitration Award equates "intercommunicating" with the PSAP's ability to receive an inbound 911 call and forward it to another PSAP. That is not how the FCC defines the term. The FCC defines an "intercommunicating" service as one that permits an entire "community of interconnected customers to make calls to one another," *i.e.*, to "all subscribers within a geographic area." *Advanced Services Order*, ¶¶ 20, 23, 24, n.61; *Directory Listing Order*, ¶¶ 17, 21 (emphasis added). Intrado's service does not allow the PSAP customer to make calls to

anyone,[18] much less to an entire community of interconnected customers or everyone in a defined geographic area. Intrado's PSAP customer is limited to receiving 911 calls and, at most, forwarding those 911 calls to other Intrado-served PSAPs while staying on the line.[19] (The fact that transferring a call is not "origination" is discussed in part A.1 above). Moreover, even if the capability of receiving and forwarding calls – as opposed to "mak[ing] calls" – could qualify as "intercommunicating," Intrado can only receive calls from 911 callers and it can only forward those calls to other Intrado-served PSAPs or agencies directly interconnected to Intrado. As the FCC's statements make clear, "intercommunication" requires that the subscriber be able to make calls to an *entire* "community of interconnected customers" – not just a select few.

The Arbitration Award (at 15) incorrectly concludes that intercommunication can be "minimal," and therefore the "community of interconnected customers" can be the 911 caller and its designated connection to the Intrado-served PSAP. The FCC, however, rejected the notion that intercommunication could be "minimal" when it held that a designated connection between one or more points is not "intercommunication." In the *Advanced Services Order* (at ¶ 25), the FCC explained that private line services – which are defined as services "whereby facilities for communications between two or more designated points are set aside for the exclusive use or availability of a particular customer and authorized users during stated periods of time" – do not constitute telephone exchange service. The FCC explained that – in contrast to xDSL services where "a customer may rearrange the service to communicate with *any other subscriber* located on that network" – "customers subscribing to private line service . . . may communicate only between those specific, predetermined points set aside for that customer's exclusive use." *Id.* ¶¶

[18] *See supra* footnote 11. Intrado Tariff, §§ 5.1, 5.2.C, and 5.2.I.4; Tr. Vol. I at 123-25; AT&T Ohio Ex. 1 (Pellerin), Att. PHP-6 (Cincinnati Bell Ohio Tr. Vol. 1 at 245) and Att. PHP-3 (Fla. Tr. Vol. 1 at 178-81).

[19] *See supra* footnote 11.

24, 25 (emphasis added). *See also* ¶ 26 ("xDSL-based advanced service and private line service are distinguishable in that xDSL-based services permit intercommunication and private line services do not."). Intrado's 911 service to PSAPs – like private line service – allows the PSAP to connect only with designated entities (*i.e.*, emergency personnel). It therefore does not provide subscribers with "intercommunication" and does not meet the definition of "telephone exchange service."

Similarly, in the *Directory Listing Order,* the FCC made clear that "intercommunication" requires more than a connection between designated points. There, the FCC found that directory assistance call completion services (which permit the caller to complete a call to any requested number that is listed) meet the "intercommunicating" requirement, but that directory assistance without call completion (which permits a connection only with the Directory Assistance ("DA") operator) does not. *Directory Listing Order,* ¶¶ 17, 22. The distinction drawn between DA with call completion and DA without call completion shows that when the FCC said "that the call completion feature of some DA services allows 'an interconnected community of customers to make calls to one another,' it is plainly referring to call recipients other than the DA service itself (the functional equivalent of the PSAP in this analysis)." *Illinois Order* at 14. Indeed, "the 'community of interconnected customers' made accessible to the DA caller is dramatically different than the single transferee made accessible through Intrado's 911 service." *Id.* at 12. "The interconnected community, for purposes of defining telephone exchange service, encompasses a more varied inter-customer communication than an inbound-only hub-and-spoke arrangement in which all calls must end with the hub PSAP (or another PSAP via call transfer)." *Id.* at 14.

3. Intrado's Service Fails To Meet The Requirement That The Service Be "Within A Telephone Exchange, Or Within A Connected System Of Telephone Exchanges Within The Same Exchange Area."[20]

The Arbitration Award (at 15) states that the requirement to operate "within a telephone exchange or within a connected system of telephone exchanges within the same exchange area" is not limited to the ILEC's exchange boundary, but can be some other "geographical area." It may be true that the exchange area does not have to match the ILEC's, but it does not mean that any so-called "geographical area" consisting of three designated points (the 911 caller, the PSAP, and first responder) is sufficient to meet the requirement. The FCC made clear in the *Advanced Services Order* and *Directory Listing Order* that a telephone exchange service must operate within, and must permit communication among all subscribers within, a local exchange area *or the equivalent of a local exchange area.*[21] The connection between a PSAP, 911 caller, and first responders is not the equivalent of a local exchange area, but rather is a communication between designated points, which the FCC held is not sufficient to meet the definition of "telephone exchange service." *Advanced Services Order*, ¶ 25; *Directory Listing Order*, ¶¶ 17, 22.[22]

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[20] This requirement applies under Parts A and B of the federal definition of "telephone exchange service." As previously explained, the FCC has rejected the argument that subpart B "eliminates the requirement that telephone exchange service permit 'intercommunication' among subscribers *within a local exchange area.*" *Advanced Services Order*, ¶ 30 (emphasis added).

[21] *See supra* footnote 12. *Advanced Services Order*, ¶¶ 15, 27, 29; *Directory Listing Order*, ¶¶ 17, 19.

[22] The Arbitration Award (at 16) speculates that the "PSAPs must have a service that takes into account the location of fire, police, and other emergency service providers within the county that it serves," and therefore Intrado's service must have "geographical limitations that are generally consistent with a community of interest." While there is no evidence in the record to support the Arbitration Award's assumption that there is such a "geographic area" for Intrado's service, even if there were, Intrado's service does not permit everyone in that "geographic area" to connect with everyone else in that "geographical area" – *e.g.*, fire emergency services cannot connect with police emergency services, 911 callers cannot connect with other 911 callers, etc. Intrado's service only permits a connection between the 911 caller, the PSAP, and the first responder. Again, that designated connection is not a sufficient "geographical area" to constitute service "within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area."

4. Intrado's Service Fails To Meet The Requirement That The Service Be "Of The Character Ordinarily Furnished By A Single Exchange, And Which Is Covered By The Exchange Service Charge."

The Arbitration Award finds that Intrado's service meets the requirement that the service be "covered by the exchange service charge," because PSAPs will pay Intrado a fee for the service. That is not enough. This requirement "implies that an end-user *obtains the ability to communicate within the equivalent of an exchange area* as a result of entering into a service and payment agreement with a provider of a telephone exchange service." *Advanced Services Order,* ¶ 27 (emphasis added). As just explained, Intrado's service to PSAPs does not allow the PSAP to "communicate within the equivalent of an exchange area" – the PSAP cannot make calls to anyone and can only receive and forward 911 calls.[23] Any charge it pays for the service it receives is therefore not an exchange service charge.

The Arbitration Award does not look at the requirement that the service be "of the character ordinarily furnished by a single exchange." Intrado's service plainly does not meet this requirement, as it is nothing like services ordinarily furnished by an exchange – again, Intrado's service only provides connectivity between designated points.

5. Intrado's Service Is Not Comparable To Any Service The FCC Has Held Meets The Definition of Telephone Exchange Service

The FCC has emphasized that "telephone exchange services" must be "comparable," i.e., they must "retain [] key characteristics and qualities." *Advanced Services Order,* ¶ 30. *See also Advanced Services Order,* ¶ 29; *Directory Listing Order,* ¶¶ 20-21. The Arbitration Award, however, did not engage in any comparison between Intrado's service and the xDSL and directory assistance call completion services the FCC held meet the definition of "telephone

[23] *See supra* footnote 11. Notably, even accepting the Arbitration Award's false theory that the PSAP's transfer of a 911 call to another Intrado-served PSAP is the origination of a call (which it is not) that still is not "the ability to communicate within the equivalent of an exchange area" – it is connecting two designated points, which the FCC held is insufficient to be a telephone exchange service.

exchange service." Such comparisons show that Intrado's service bears no resemblance to these other "telephone exchange services."

In the *Advanced Services Order,* for example, the FCC held that certain xDSL-based advanced services meet the definition of telephone exchange service. *Advanced Services Order,* ¶ 24. The *Illinois Order* compared Intrado's service with these xDSL advanced services and correctly concluded that Intrado's service was nothing like them. Specifically, while the xDSL services allowed the subscriber to communicate with any other subscriber of its choosing without an additional line, Intrado's service does not permit the PSAP to make any calls and allows for only a call transfer to a designated point. The *Illinois Order* states (at 12-13):

> [T]he FCC emphasized that the [xDSL] subscriber, 'with relative ease,' can 'rearrange the service to communicate with any other subscriber on [the packet switched] network.' The FCC also stressed that the customer can perform that rearrangement without disconnecting service or requesting an additional line to communicate with additional telecommunications customers.
>
> A comparison between xDSL-based advanced services and Intrado's 911 service can be performed from the perspective of the end-user or the PSAP subscriber. For the end-user, 911 service enables communication only with a predetermined PSAP served by Intrado. At most, the PSAP can, in turn, transfer the call to another PSAP (also served by Intrado, unless there are connected selective routers). Transfer is not at the end-user's behest, and the end-user, by design, cannot communicate with any other person or entity via 911 dialing. From the PSAP's perspective, call transfer is the only enabled and permissible outbound telecommunications option under Intrado's service. Any other outbound call, including a call-back to the end-user, requires an additional administrative line over the PSTN.

In the *Directory Listing Order,* the FCC held that directory assistance call completion services meet the definition of telephone exchange service. *Directory Listing Order,* ¶ 17. The *Illinois Order* compared Intrado's service to directory assistance with call completion and, again, correctly concluded that the two were not comparable. Specifically, while DA with call

completion allows the caller to communicate with a large number of people of its choosing, Intrado's service permits only a transfer to a designated point. *Illinois Order* at 9, 11-12. And while DA with call completion allows the origination of a new call to the end-user's selected destination without further involvement by the DA provider, Intrado's service allows only a call transfer to a single destination with continued involvement by the PSAP. *Id.*

B. The Arbitration Award's Attempt to Invoke Section 251(a) is Unlawful

The Arbitration Award states (at 16) that "Section 252 endows [the Commission] with arbitration and enforcement authority over all Section 251 agreements," and "[e]ven though neither party has raised an issue relating to interconnection under 251(a), [the Commission is] not prohibited from applying Section 251(a)." That leaves AT&T Ohio wondering whether the arbitration was decided under Section 251(a) or 251(c) – because it cannot be both. It appears that the Arbitration Award was decided under Section 251(c) because it examined whether Intrado's service is "telephone exchange service," a prerequisite of obtaining interconnection under Section 251(c). But if Intrado's service is "telephone exchange service," the rest of the arbitration would be governed by the law established under Section 251(c) – Section 251(a) would never come into play. Assuming AT&T Ohio is correct that the Arbitration Award decided this case under Section 251(c), the Commission should make that clear in the final order and remove the paragraph relating to Section 251(a) as dicta.

If the Arbitration Award intended to rely on Section 251(a) as "backup" jurisdiction, that would be inappropriate. *First,* Section 252(b), which governs requests for compulsory arbitration with ILECs, requires the Commission to "limit its consideration" to the "open issues" raised for arbitration by the parties themselves in the Petition and Response, and directs the Commission to "resolve each [open] issue" only "as required to implement subsection (c)," ***i.e.***,

Section 251(c). 47 U.S.C. § 252(b)(4)(A) & (C). It is undisputed that no party has raised Section 251(a) interconnection as an "open issue" in this proceeding, which means there is nothing that the Commission could lawfully decide. *See* AT&T Init. Br. at 13-14. *Second,* even if Intrado had requested interconnection under Section 251(a) (which it did not), the Commission would have no authority to arbitrate the issue, for such requests are not arbitrable under Section 252(b). While AT&T Ohio will not reiterate its arguments on this point (see AT&T Init. Br. at 14-16), the United States District Court for the Western District of Texas summed it up nicely when it rejected an attempt to compel Section 252(b) arbitration of a request to interconnect under Section 251(a), stating: subsections "251(a) and (b) say nothing at all about 'agreements,' 'negotiations,' or 'arbitration,'" and "[a]lthough there are duties established by § 251(a) and (b), . . . the Court *cannot find any language in the Act indicating that these duties independently give rise to a duty to negotiate or to arbitrate*" because "*[t]he only duty to negotiate arises under § 251(c).*"[24]

The Arbitration Award points to the Commission's prior decision in Case No. 08-537-TP-ARB (the Intrado/Cincinnati Bell Arbitration) to use Section 251(a) to arbitrate issues not covered by Section 251(c).[25] To begin, even Intrado strongly disagreed with the Commission's decision and sought rehearing, arguing that its request for interconnection was governed by Section 251(c) alone, and that Section 251(a) did not apply at all.[26] Moreover, the Commission's rationales for using Section 251(a) were in error, as explained in AT&T Ohio's Initial Post-

[24] *Sprint Communications Co., L.P. v. Public Utility Commission of Texas*, 2006 WL 4872346, *5 & n.4 (W.D. Tex. 2006) (emphasis added).

[25] Arbitration Award, *In the Matter of the Petition of Intrado Communications, Inc. for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as Amended, to Establish an Interconnection Agreement with Cincinnati Bell Telephone Company,* Case No. 08-537-TP-ARB (Pub. Util. Comm'n of Ohio Oct. 8, 2008) at 9 ("*Cincinnati Bell Arbitration Award*").

[26] *See* Intrado's requests for rehearing of the Ohio decisions in the Embarq and Cincinnati Bell cases, provided as Attachments 2 and 3 hereto.

Hearing Brief (at 15-17). AT&T Ohio will not repeat those arguments here, but it will note that other decision-makers agree with the Texas federal district court and have found that Section 251(a) issues are not subject to arbitration. The West Virginia Commission, for example, approved an Arbitration Decision that stated as follows:

> It is the opinion of the undersigned that, if a carrier files a petition for arbitration of its Section 251(c) interconnection request, the state commission is obligated to arbitrate that request as a Section 251(c) interconnection request. *The route taken by the Ohio Commission is fraught with the potential for abuse.* It is too easy for state commissions to avoid or modify the requirements established by Congress in TA96, and the more specific requirements established by the FCC in its rules and orders, if the state commission can unilaterally pick out different issues which it wishes to arbitrate in a manner different from what would be required under Section 251(c) and simply designate those issues as Section 251(a) issues. Such potential for abuse is untenable. A request for arbitration of a Section 251(c) interconnection request must be arbitrated in toto as a Section 251(c) interconnection request.[27] [Emphasis added.]

Similarly, the Colorado Commission analyzed the issue as follows:

> 33. Nevertheless, we determine that § 252 gives the Commission jurisdiction only over matters arising under §§ 251(b) and (c). Level 3 argues that the only prerequisite for invoking the Commission's § 252 jurisdiction is a request for interconnection made to an ILEC. According to Level 3, § 252(a) refers only to a request for interconnection under § 251, without reference to any subsection of § 251. Thus, even a request for interconnection under § 251(a) is subject to arbitration by a state commission. We disagree.
>
> 34. CenturyTel points out that § 252(a) mentions §§ 251(b) and (c) specifically (ILEC may negotiate an interconnection agreement [*23] without regard to the standards set forth in subsections (b) and (c)), and makes no mention of § 251(a). Moreover, we note that § 252(a), according to its title, relates to interconnection agreements arrived at through negotiations. However, the provision where an ILEC's duty to negotiate is specified is in § 251(c) (which also incorporates the duties specified in § 251(b)). The duty to negotiate interconnection agreements, therefore, is itself a §§ 251(b) and (c) obligation, not one arising under §

[27] Arbitration Award, *Intrado Comms., Inc. and Verizon West Virginia Inc., petition for Arbitration field pursuant to § 252(b) of 47 U.S.C. and 150 C.S.R. 6.15.5*, at 15 (Pub. Serv. Comm'n of W. Va. Nov. 14, 2008). This decision was adopted and affirmed by the full West Virginia Commission on December 17, 2008. AT&T Ohio submitted that decision in this case as supplemental authority.

> 251(a). We conclude that a state commission's § 252 authority is limited to requests for interconnection agreements implicating §§ 251(b) and (c) obligations. As such, a state commission has no arbitration authority over § 251(a) matters.[28]
>
> * * *

For these reasons, as further explained in AT&T Ohio's Post-Hearing Initial and Reply Briefs, AT&T Ohio respectfully requests that the Commission grant rehearing on Arbitration Issue 1 and find that Intrado's IEN service is not a "telephone exchange service." Upon granting rehearing on Issue 1, the remainder of the arbitration issues will become moot and Intrado's petition for arbitration should be dismissed. In the event the Commission does not grant rehearing on Issue 1, it should grant AT&T Ohio's petition for rehearing on the issues set forth below.

II. Issues 4 and 4(a): The Requirement to Establish a POI on Intrado's Network Violates Federal Law

Intrado phrased the issue here as where the point of interconnection ("POI") should be when Intrado is the 911 service provider. Relying on the Commission's "prior decisions," the Arbitration Award finds that when Intrado is the 911 service provider, "AT&T would need to establish a POI on Intrado's selective router for the delivery of its end users' 911 calls to PSAP customers of Intrado. Arbitration Award at 34. That decision is unlawful and should be corrected to comply with the controlling law. If the decision is not reversed, it should at a minimum be clarified in various ways.

The error seems to stem from Intrado's mischaracterization of the issue as being bifurcated depending on which carrier is the 911 provider. The location of the POI under Section 251(c)(2) does not vary depending on what type of service a carrier provides, nor do

[28] *Petition of Level 3 Communications, LLC for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996*, 2003 Colo. PUC LEXIS 109, *22-*23 (Colo. Pub. Utils. Comm'n Jan. 17, 2003).

there need to be multiple POIs serving the same purpose (*i.e.*, the exchange of 911 traffic). The FCC has made plain that a POI is established for the "mutual exchange" of traffic (47 C.F.R. § 51.5), meaning there is no need to establish and no requirement to establish separate one-way POIs on each carrier's network. Thus, the real issue here is where the POI for 911 traffic should be and what law controls that issue.

A. Intrado Requested Interconnection Under Section 251(c)(2) Alone, and Section 251(c)(2) Requires the POI to Be On the ILEC's Network

It is undisputed that AT&T Ohio has not requested interconnection to Intrado and that Intrado has requested interconnection to AT&T Ohio *exclusively* under Section 251(c)(2). Indeed, Intrado has adamantly insisted that it *does not want* to interconnect to ILECs under Section 251(a). Att. 2 hereto at 5-10; Att. 3 hereto at 4-10. Since the Commission has found under Issue 1(a) that Intrado is entitled to interconnect with AT&T Ohio under Section 251(c)(2), just like any other CLEC, Intrado must, like any other CLEC, also be held to the law that governs interconnection with an ILEC under Section 251(c)(2). As Congress, the FCC, and this Commission have repeatedly recognized, under Section 251(c)(2) a CLEC's point of interconnection to the ILEC must be *on the ILEC's network*, and the ILEC has no obligation to build out to the CLEC or establish a POI on the CLEC's network. 47 U.S.C. § 251(c)(2); 47 C.F.R. § 51.305(a); *First Report and Order*, ¶¶ 176, 553; O.A.C. § 4901:1-7-06(A)(5); *Embarq Arbitration Award* at 4[29]; *Cincinnati Bell Arbitration Award* at 9.

Intrado has misled the Commission into thinking that there must be separate POIs on each carrier's network, and the Commission's prior orders took that a step further by finding that

[29] Arbitration Award, *Petition of Intrado Communications, Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with United Telephone Company of Ohio dba Embarq and United Telephone Company of Indiana dba Embarq, Pursuant Section 252(b) of the Telecommunications Act of 1996,* Case No. 07-1216-TP-ARB (Pub. Utils. Comm'n of Ohio Sept. 24, 2008) ("*Embarq Arbitration Award*").

these separate POIs are governed by separate parts of Section 251. That was error. Intrado is the only carrier that has requested interconnection here, and absolutely nothing in Section 251(c)(2) allows a CLEC to insist that an ILEC establish a POI on the CLEC's network simply because of the type of service the CLEC provides. Section 251(c)(2) does not single out any type of service for special treatment. Moreover, the POI established on the ILEC's network under Section 251(c)(2) can be used for the mutual exchange of all kinds of traffic between the ILEC and CLEC. 47 C.F.R. § 51.5; Tr. Vol. I at 47 (Hicks); AT&T Ohio Ex. 2 (Neinast) at 40. Accordingly, the requirement to establish a second POI on Intrado's network is both unnecessary and contrary to Section 251(c)(2).

AT&T Ohio assumes that since the Arbitration Award found that Intrado is entitled to interconnection under Section 251(c)(2), the entire arbitration is governed by the law under Section 251(c), as it should be. The reference to earlier rulings makes that unclear, however, since those rulings relied on Section 251(a) on the 911 POI issue. At a minimum, then, the Commission should clarify whether its decision regarding the location of the POI for 911 traffic when Intrado is the 911 service provider is premised on Section 251(c)(2) or Section 251(a). If the ruling on issues 4 and 4(a) rests on Section 251(a) rather than Section 251(c)(2), it would be equally unlawful, as discussed below.

B. When a Competing Carrier Seeks Interconnection to an ILEC, Such Interconnection is Governed by Section 251(c)(2); In Addition, Issues Under Section 251(a)(1) Are Not Arbitrable Under Section 252[30]

The 1996 Act clearly separates the provisions and requirements for interconnection or a competing carrier with an ILEC, which is governed by Section 251(c)(2), and other interconnection between telecommunications carriers, which falls under the catch-all of Section

[30] AT&T Ohio incorporates into this section by reference the discussion of Section 251(a) in Section I, above,

251(a). Because the arbitration provisions of Section 252 apply only to requests to interconnect with an ILEC, matters under Section 251(a)(1) are not arbitrable under Section 252. Furthermore, there is no language anywhere in Sections 251 or 252 that delegates to state commissions the authority to arbitrate or decide issues under Section 251(a)(1). Nor do state commissions have any inherent jurisdiction to rule on federal-law disputes. To the contrary, state commissions have no jurisdiction over federal-law disputes unless there is an express Congressional delegation or FCC sub-delegation of authority.

The structure of Sections 251 and 252 makes plain that state commissions have no authority to arbitrate issues under Section 251(a)(1). The negotiation/arbitration process is set forth in Section 252 of the 1996 Act. The only time ILECs have a duty to negotiate with a requesting carrier under Section 252(b) is when the carrier requests an agreement to implement Sections 251(b) and (c), not Section 251(a)(1). 47 U.S.C. §§ 252(c)(1), 252(a). And the only time an ILEC can be compelled to arbitrate an agreement under Section 252(b) is in cases where it had a duty to negotiate under Section 252(a). 47 U.S.C. § 252(b). Consistent with this, the 1996 Act directs state commission to resolve "open issues" in arbitrations in compliance with Section 251*(c)*. *Id.*, § 252(b)(4)(C). Conspicuously absent from any of these provisions is any reference to Section 251(a) or interconnection not involving an ILEC and CLEC. *Expressio unius est exclusio alterius. City of Cleveland v. Ohio*, 508 F.3d 827, 847 (6th Cir. 2007); *United States Telecom Ass'n v. FCC*, 359 F.3d 554, 568 (D.C. Cir. 2004) ("the fact that other provisions of the [1996 Act] carefully delineate a particular role for the state commissions, but § 251(d0(2) does not, reassures that our result [finding the state commission lacked authority to implement Section 251(d)(2)] is consistent with congressional intent.").

Similarly, a state commission's authority to establish prices for interconnection and UNEs in ICAs is limited to interconnection under Section 251*(c)(2)* and UNEs under Section 251(c)(3). 47 U.S.C. § 252(d). There is again no mention of Section 251(a) anywhere in these pricing provisions. The Commission has noted that state commissions also are directed to resolve arbitration disputes in compliance with the FCC's rules and orders under Section 251 (*id.*, § 252(c)(1)), but under established rules of statutory construction that reference can only be understood in the context of Section 252 as a whole, which repeatedly makes clear that it relates to negotiation and arbitration requests made to ILECs to implement Sections 251(b) and (c). *See Davis v. Michigan Dept. of Treasury*, 489 U.S. 803, 809 (1989) ("It is a fundamental canon of statutory construction that the words of a statute must be read in their context and with a view to their place in the overall statutory scheme.").

For these very reasons, as noted above, a federal district court in Texas (to AT&T Ohio's knowledge, the only court to address the issue) and state commissions in Texas, West Virginia, and Colorado have held that state commissions cannot arbitrate issues under Section 251(a)(1). As they recognized, allowing state commissions to assume such power would lead to chaos and be contrary to the structure and language of the 1996 Act.

The only way a state commission would have authority to implement Section 251(a) would be if Congress expressly gave it that authority, for such power cannot be inferred. *Louisiana Pub. Serv. Comm'n v. FCC*, 476 U.S. 355, 374 (1986). Thus, the Commission's statement (Arbitration Award at 16) that nothing in the Act "bar[s] [it] from applying" Section 251(a) misses the mark. The question is whether the Commission is affirmatively authorized to implement Section 251(a), not whether the Act precludes it from doing so. *Railway Labor Executives Ass'n v. national Mediation Bd.*, 29 F.3d 655, 671 9D.C. Cir. 1994) "Were courts to

presume a delegation of power absent an express *withholding* of such power, agencies would enjoy virtually limitless hegemony, a result plainly out of keeping with *Chevron* and quite likely with the Constitution as well."); *Mid-Atlantic Bldg. Sys. Council v. Frankel*, 17 F.3d 50, 52 (2d Cir. 1994) ("[W]e decline to imply a delegation from congressional silence.").

Nothing in Sections 251 or 252 gives a state commission authority to interpret or apply Section 251(a)(1) in a Section 252 arbitration, let alone when not even asked to do so by any of the designated "open issues," yet that is what the Arbitration Award does. In this respect, the Arbitration Award is like the many cases where state commissions have, in Section 252(b) arbitrations, attempted to impose duties that they believe ILECs have under Section 271 of the Act, even though Congress did not delegate state commissions any power to interpret or enforce Section 271, including in arbitrations. The courts have routinely found such state action to be unlawful.[31] The Arbitration Award is unlawful for the same reason.

Likewise, the Arbitration Award is similar to those cases holding that, because Congress gave the FCC alone authority to decide which network elements must be unbundled under Section 251(c)(3), state commissions cannot make such unbundling decisions.[32] Congress also gave the FCC the authority to establish regulation to implement all of Section 251. The FCC issued just one rule regarding Section 251(a), 47 C.F.R. § 51.100, and it says nothing about where a point of interconnection under Section 251(a) must be. When a state commission dictates that location it conflicts with the freedom the FCC left to carriers.

In addition, the duty imposed by Section 251(a) is most reasonably interpreted as the duty of a carrier to *allow* any other telecommunications carrier to interconnect *to it*. Any other

[31] *E.g., Illinois Bell Tel. Co, Inc. v. Box*, 548 F.3d 607, 612-13 (7th Cir. 2008); *NuVox Comms., Inc. v. BellSouth Comms., Inc.*, 530 F.3d 1330, 1334-35 (11th Cir. 2008); *Verizon New England, Inc. v. Maine Public Utils, Comm'n*, 509 F.3d 1, 9 (1st Cir. 2007).

[32] *E.g., Illinois Bell Tel. Co. v. Box*, 548 F.3d 607 (7th Cir. 2008).

interpretation would, in effect, create an unlawful taking by making the first carrier build or pay for transport facilities it would not otherwise need, for the sole benefit of its competitor – and, in this case, to actually pay the other carrier for trunk ports to fulfill the other carrier's interconnection request. *See*, *e.g.*, *Lingle v. Chevron U.S.A. Inc.*, 125 S.Ct. 2074, 2081 (2005); *Duquesne Light Co. v. Barasch*, 488 U.S. 299, 307-08 (1989); *Penn Central Transportation Co. v. City of New York*, 438 U.S. 104, 124 (1978).

C. The Arbitration Award Errs By Going Beyond the "Open Issues" the Parties Identified for Arbitration

Neither Intrado nor AT&T Ohio ever asked to interconnect to the other under Section 251(a)(1). Indeed, Intrado's Petition sought interconnection under Section 251(c)(2) *only* and in other cases Intrado has been adamant that it does not believe Section 251(a)(1) applies to its interconnection request and should not be applied. Exs. 3 and 4 hereto. As the Act makes plain, a state commission's authority in a Section 252(b) arbitration is expressly limited to resolving the "open issues" presented by the parties. 47 U.S.C. § 252(b)(4)(A). It is undisputed that neither party asked for an interconnection ruling under Section 251(a)(1) and that interconnection under Section 251(a)(1) was not listed as an "open issue" for the Commission to decide. Accordingly, to the extent the Arbitration Award is relying on Section 251(a)(1) for its decision on Issues 4 and 4(a), that ruling is beyond its jurisdiction and beyond the scope of the case, and should be reversed.

Limiting the state commission to resolving only those "open issues" actually presented for arbitration is important, because when a state commission goes beyond the open issues and reaches out to decide other issues, for whatever reason, it unlawfully bypasses the negotiation process for ICAs. Negotiation of ICAs is a centerpiece and core value of the ICA provisions in the 1996 Act. When parties do not present an issue to the state commission for arbitration, they

necessarily have elected to leave it to private negotiations. When a state commission reaches out and decides a different issue than the parties presented, by relying on its interpretation of different law, it forecloses negotiation on that issue, contrary to the 1996 Act. *Verizon North, Inc. v. Strand*, 367 F.3d 577, 584-85 (6th Cir. 2004); *Wisconsin Bell, Inc. v. Bie*, 340 F.3d 441, 444 (7th Cir. 2003); *Verizon North, Inc. v. Strand*, 309 F.3d 935, 941 (96th Cir. 2002). Here, for example, the Arbitration Award appears to engage in a "what if" analysis: "what if" Intrado actually had a PSAP customer in AT&T Ohio's service territory in Ohio, "what if" Intrado did not already have a POI on AT&T Ohio's network under Section 251(c)(2) where 911 calls could be sent to Intrado, and "what if" the parties could not negotiate terms for interconnection. None of those facts currently exist, yet the Arbitration Award reaches out and addresses that hypothetical scenario, thus effectively foreclosing negotiation between the parties if and when that scenario were to ever occur.

D. Even if Section 251(a)(1) Applied, AT&T Ohio Would Fulfill Any Interconnection Duty By Allowing Interconnection Under Section 251(c)(2)

Even if issues under Section 251(a)(1) were arbitrable and even if the parties had asked the Commission to address such an issue, the Arbitration Award's ruling is contrary to the text, structure, and purpose of Section 251, and also arbitrary and capricious. Congress wanted to be sure that all telecommunications carriers would be able to interconnect with one another as a general matter, but also recognized that interconnection to an ILEC presents a special situation that requires special provisions. Section 251 therefore addresses interconnection in two discrete situations. If a competing carrier seeks to interconnect with an ILEC, it does so under Section 251(c)(2), which comes with a host of specific rights and obligations. Section 251(a)(1), on the other hand, acts as a catchall for situations not covered by Section 251(c)(2). Under Section 251(a)(1), every telecommunications carrier is obliged to interconnect with every other

telecommunications carrier, but there are no accompanying specifics on how that is to be achieved or what rights each carrier may have.

The key point for purposes of this case is that Sections 251(c)(2) and 251(a)(1) do not impose *cumulative*, *redundant* duties on the ILEC. When an ILEC receives a request for interconnection under Section 251(c)(2) from a qualifying carrier, the ILEC's obligation is to allow interconnection for the mutual exchange of traffic with the requesting carrier as required by Section 251(c)(2). Once it has allowed that interconnection, however, the ILEC has fulfilled its legal obligation. The ILEC has absolutely no duty to interconnect to the requesting carrier *again* under Section 251(a)(1). Indeed, Section 251(a)(1) merely says that all carriers must interconnect to one another; thus, once the ILEC interconnects to a carrier under Section 251(c)(2), it has fulfilled any conceivable duty it could ever have under Section 251(a)(1) as well.[33] Requiring ILECs to establish a second, duplicative POI with a carrier to whom the ILEC is already interconnected would be inefficient, wasteful, and serve no purpose other than to impose additional costs on the ILEC – yet that is precisely what the Arbitration Award does.

In addition, the Arbitration Award would appear to require AT&T to have two interconnection points for 911 traffic with Intrado within a LATA. This conflicts with the Commission's prior findings that a requesting carrier (which is how the Arbitration Award seems to be treating AT&T Ohio, even though it is undisputed that AT&T Ohio has not requested interconnection to Intrado) need only establish one POI in a LATA. *Embarq Arbitration Award*

[33] The Commission hinted in the Cincinnati Bell arbitration that Intrado may never establish a POI on the ILEC's network. That is erroneous. To begin with, it assumes that Intrado initiated and conducted this arbitration entirely in bad faith, for it never intend to interconnect to AT&T Ohio at all. Moreover, Intrado has insisted that it needs to use AT&T Ohio's unbundled loops to provide its 911 service. The only way to access an ILEC's unbundled loops is by interconnecting to the ILEC. Thus, even if Intrado never signs up non-PSAP customers, it still will need to establish a 911 POI on AT&T Ohio's network, and the parties can use that POI for the mutual exchange of all 911 traffic in either direction.

at 29-30; *Cincinnati Bell-Intrado Arbitration Award* at 9. AT&T will already have one POI with Intrado at AT&T Ohio's selective router.

E. The Commission's Decision Makes Bad Policy

Imposing a duty on ILECs to establish a POI on the network of a requesting carrier is bad policy because it encourages arbitrage and opens the door to imposing massive new costs and obligations on ILECs. It encourages arbitrage because Intrado has no actual end users who will be making 911 calls, and therefore will be sending little or no traffic to AT&T Ohio where AT&T Ohio is the 911 service provider and therefore will need few trunk ports for interconnection. Where Intrado is the 911 service provider, however, AT&T Ohio will be sending many calls to Intrado and will need many trunk ports for interconnection. Under the Commission's rulings on Issues 1(d) and 6, however, AT&T Ohio would have to pay Intrado's "market-based" price for those trunk ports and also incur the unknown cost of adapting to Intrado's experimental ordering system rather than the tried-and-true, collaboratively developed ordering system used by AT&T Ohio and every other carrier. Perhaps even worse, the Arbitration Award opens the door for every CLEC to demand that AT&T Ohio establish and pay for a POI on that CLEC's network and adapt to whatever new ordering system that CLEC wants to impose as well, since nothing in Section 251(c)(2) or Section 251(a)(1) requires any special treatment for 911 carriers. The costs of such a monumental reversal of the rules of interconnection could be massive – which explains why the law so clearly commands that interconnection under Section 251(c)(2), which is what the Commission says Intrado is getting, must occur at a POI on the ILEC's network.

* * *

In short, Intrado cannot have its cake and eat it too and the Commission cannot treat Sections 251(c)(2) and 251(a)(1) as imposing cumulative obligations on ILECs. Intrado asked for interconnection under Section 251(c)(2). If the Commission finds that Intrado is entitled to interconnection under Section 251(c)(2), then Intrado and the Commission must abide by the longstanding rules that govern such interconnection – it is at a POI on the ILEC's network and that POI is used for the mutual exchange of traffic between the parties. If Section 251(c)(2) applies, then Section 251(a)(1) is merely duplicative, and cannot be used to impose an extra duty on an ILEC that will already be interconnected to the requesting carrier under Section 251(c)(2).

F. At a Minimum, the Commission Should Clarify the Meaning of Its Decision

Finally, if the Commission elects not to change the Arbitration Award on this issue, it should at least clarify the Arbitration Award as follows. The Arbitration Award (at 34) states that it relies on the Commission's "prior decisions." In the Embarq-Intrado arbitration, however, the Commission held that the ILEC only had to establish a POI at Intrado's selective router "within [its] service territory." *Embarq Arbitration Award* at 33; *Cincinnati Bell-Intrado Arbitration Award* at 9. If the Commission intends to rely on those prior decisions here, the same limitation should apply here. Accordingly, if the Commission does not reverse its decision on this issue, it should at a minimum clarify that any POI AT&T Ohio has to establish at an Intrado selective router would have to be within AT&T Ohio's service area.

In addition, if the Commission elects to require AT&T Ohio to establish a POI on Intrado's network under Section 251(a)(1), it should also clarify that this interconnection can be achieved indirectly as well as directly. One important difference between interconnection under Section 251(c)(2) and Section 251(a)(1) is that interconnection under Section 251(a)(1) can be indirect as well as direct. 47 C.F.R. § 51.100.

III. Issues 1(c) and 6: The Contract Language for Issues 1(c) and 6(b) Relates Exclusively to a POI on Intrado's Network and Should Be Removed for the Same Reasons That Issues 4 and 4(a) Should Be Reversed

In Issue 1(c) the Arbitration Award requires AT&T Ohio to include Intrado's prices for interconnection trunk ports in the ICA, and in Issue 6(b) the Arbitration Award requires AT&T Ohio to work out language to use Intrado's ordering process for interconnection trunk ports. Although the contract language in these issues is generic, in reality it would apply only to interconnection trunk ports, since that is the only thing AT&T Ohio would have to buy from Intrado.

The Commission should reverse the rulings on these issues for the same reasons it should reverse the ruling on Issues 4 and 4(a) requesting AT&T Ohio to establish a POI on Intrado's network where Intrado is the 911 provider. If the Commission reverses that ruling then AT&T Ohio would have no occasion or duty to order or pay for interconnection trunk ports from Intrado, and the rulings on Issue 1(c) and 6(b) would need to be reversed as well.

IV. Issues 5(a) and (b): Inter-Selective Routing is Not Interconnection and Not Properly Included in a Two-Party ICA

Issues 5(a) and (b) deal with establishing Selective Router-to-Selective Router transfer capability between AT&T Ohio and Intrado when PSAPs – which are not a party to the ICA – request it. AT&T Ohio has made clear that it does not object to establishing such transfer capability when appropriate terms can be worked out with the PSAPs, but does not believe the topic should be addressed in a two-party ICA, because it does not involve interconnection between AT&T Ohio and Intrado. The Arbitration Award (at 38), however, concludes that "Section 251(a) of the Act is the applicable statute relative to this scenario" and that "it is appropriate to include terms and conditions for Section 251(a) arrangements in the parties' arbitrated interconnection agreement."

This conclusion is unlawful. AT&T Ohio has explained elsewhere why Section 251(a) issues are not arbitrable under Section 252(b). But even if they were arbitrable, Issues 5(a) and (b) do not implicate Section 251(a). The sole requirement of Section 251(a) is that telecommunications carriers "interconnect" with one another. Thus, the only way a state commission could impose requirements pursuant to Section 251(a) would be if they involved interconnection of two telecommunications carriers. As the Commission held in the Intrado-Embarq arbitration, however, "inter-selective routing involves a peering arrangement between the two carriers" and "do[es] *not involve interconnection* of a competing carrier's network with an ILEC's network." Arbitration Award, Case. No. 07-1216-TP-ARB, at 8 (emphasis added). Although the Commission used that finding to say that Section 251(c) did not apply, the definition of "interconnection" is the same under Section 251(c) as under Section 251(a), so inter-selective routing "do[es] not involve interconnection" under either provision. 47 C.F.R. § 515.5 (definition of "Interconnection"). *A fortiori*, then, since the Commission could not use Section 251(c) to impose terms regarding inter-selective routing because it does not involve interconnection, it also cannot use Section 251(a). The ruling on Issues 5(a) and (b) should therefore be revised, and AT&T Ohio's language should be included in the ICA regarding PSAP-to-PSAP transfers. Those arrangements can be negotiated on a commercial basis by all of the involved parties – Intrado, AT&T Ohio, and the affected PSAPs – as AT&T Ohio's language provides.

V. Issue 13(a): AT&T Ohio's Language on ISP-Bound Traffic is Consistent With Current Law

The Arbitration Award (at 48-49) rejects AT&T Ohio's proposed definition of "ISP-Bound traffic" in Appendix IC § 5.1 as being between parties in the same local exchange area or mandatory local calling area. In the Arbitration Award's view, AT&T Ohio's proposed language

is "contrary to the trend in the FCC's decision making on the subject" and "contrary to the [FCC's] November 2008 Remand Decision, in which the FCC explicitly identified ISP-bound traffic as 'interstate, interexchange traffic.'" *Id.* at 48. The Arbitration Award is incorrect, and should be revised to adopt AT&T Ohio's proposed language. The Arbitration Award does not identify any "trend" in FCC decisions, and the current law on ISP-Bound traffic fully supports AT&T Ohio's proposed language. The FCC's *November 2008 Remand Decision* does nothing to change that law.

As the Commission will recall, controversy arose in the late 1990s over whether dial-up calls to an ISP in the same local calling area were "local" calls under the FCC's rules, and thus subject to reciprocal compensation, or were non-local calls because they do not stop with the ISP, but are transported by the ISP to remote points on the Internet. In its *ISP Remand Order*,[34] the FCC found that reciprocal compensation for such ISP-bound calls created a "regulatory arbitrage opportunity" that "distorts competition," "distorts the development of competitive markets," and "undermines the operation of competitive markets." *ISP Remand Order*, ¶¶ 2, 5, 29, 71. To put an end to this, the FCC created a new compensation scheme for this traffic, consisting of a series of declining rate caps. *See id.*, ¶ 8.

The controversy the FCC addressed in the *ISP Remand Order* concerned only "local" ISP-bound calls – no one disputed that a call from an end user in one exchange to his ISP in another exchange was an access call – and the compensation regime the FCC established for ISP-bound traffic applied only to "local" ISP-bound traffic, and not to traffic (such as virtual NXX traffic) sent from an end user in one exchange to an ISP in another exchange. Thus, the FCC described the question it addressed in the *ISP Remand Order* as "whether reciprocal

[34] *Intercarrier Compensation for ISP-Bound Traffic*, CC Docket Nos. 96-98, 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001) ("*ISP Remand Order*").

compensation obligations apply to the delivery of calls from one LEC's end-user customer to an ISP *in the same local calling area*." *ISP Remand Order*, ¶ 13 (emphasis added).

The FCC did not address whether reciprocal compensation obligations apply to the delivery of calls from an end user to an ISP *not* located "in the same local calling area." That is because it was clear that reciprocal compensation did not apply to such calls. As the Commission acknowledges (*see* Arbitration Award at 47), the FCC had already ruled that Section 251(b)(5) reciprocal compensation applies only to traffic that originates and terminates within a local service area (47 C.F.R. § 51.701(b)(1)), and certain ISP-bound traffic (such as virtual NXX calls delivered to an ISP located in a different local service area than the caller's local service area) obviously does not originate and terminate within a single local service area. Thus, as the D.C. Circuit stated on review of the *ISP Remand Order*, all the FCC held in that order was that "calls made to [ISPs] *located within the caller's local calling area*" are not subject to Section 251(b)(5), and instead compensation for such calls is subject to the "interim provisions devised by the Commission." *WorldCom, Inc. v. FCC*, 288 F.3d 429, 430 (D.C. Cir. 2002) (emphasis added).

Some carriers, however, like Intrado here, have tried to leverage the FCC's decision into a ruling that applies to *all* ISP-bound traffic. *See* Intrado Init. Br. at 67. The courts have rejected those efforts. In *Global NAPs, Inc. v. Verizon New England, Inc.*, 454 F.3d 91 (2d Cir. 2006), for example, the Second Circuit rejected Global NAPs' contention that the *ISP Remand Order* preempts state commissions with respect to the regulation of virtual NXX traffic delivered to ISPs. *Id*. at 100. The court concluded:

> The [*ISP Remand Order*'s] preemptive effect is further limited by the fact that the FCC promulgated this order specifically to address only the issue of reciprocal compensation for ISP-bound traffic. Unlike the technology involved in reciprocal compensation, virtual

> NXX involves calls originating out of and extending into different local calling areas . . . . Virtual NXX's potential compensation arrangement (which would possibly involve toll and access charges) would differ from that contemplated in the [*ISP Remand Order*], since that directive is limited to disparities in reciprocal compensation . . . .

Id. at 100-01.

Similarly, in *Global NAPs, Inc. v. Verizon New England, Inc.*, 444 F.3d 59 (1st Cir. 2006), the First Circuit held that the *ISP Remand Order* does not preempt an interconnection agreement provision imposing access charges on virtual NXX ISP-bound traffic. The court concluded that "the *ISP Remand Order* does not clearly preempt state authority to impose [in an arbitrated ICA] access charges for interexchange VNXX ISP-bound traffic," and rejected the proposition that "the *ISP Remand Order* actually applies to all ISP-bound calls." *Id*. at 72. As the First Circuit concluded, that proposition "ignores an important distinction," because "[t]he FCC has consistently maintained a distinction between local and 'interexchange' calling and the intercarrier compensation regimes that apply to them, and reaffirmed that states have authority over intrastate access charge regimes." *Id.* at 73. Moreover, "[t]he issue that necessitated FCC action" was whether reciprocal compensation applied to ISP calls "'in the same local calling area,'" and while the FCC "expressly holds at a number of points that ISP-bound traffic is not subject to reciprocal compensation under § 251(b)(5)," "[t]here is no express statement that ISP-bound traffic is not subject to access charges." *Id.* at 73-74. *See also, Verizon California Inc. v. Peevey*, 462 F.3d 1142, 1158 (9th Cir. 2006) (concluding that the *ISP Remand Order* "does not govern charges imposed by the originating carrier for the delivery of VNXX traffic," and "has no effect on the determination of whether collection of call origination charges for ISP-bound VNXX traffic is appropriate.").

The FCC itself has confirmed that the *ISP Remand Order* does not apply to virtual NXX traffic. Core Communications, Inc. ("Core") petitioned the D.C. Circuit to issue a writ of mandamus to force the FCC to issue new intercarrier compensation rules in light of the D.C. Circuit's remand to the FCC of the *ISP Remand Order* in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).[35] Core asserted that rules regarding ISP-bound traffic were "fractured" in the absence of new FCC rules, complaining "that state commissions in Maryland and Massachusetts have adopted different policies for so-called 'VNXX' calls to ISPs." Opp. of FCC to Petition for a Writ of Mandamus at 26, *In re Core Commc'ns, Inc.*, (D.C. Cir. 2007) (No. 07-1446). The FCC responded:

> [A] writ of mandamus would not necessarily resolve any controversy concerning VNXX calls, *i.e.*, calls that appear to be to a local ISP but that are actually routed to an ISP in a different local calling area from the Internet user. *See Global NAPs, Inc. v. Verizon New England Inc.*, 444 F.3d 59, 64 (1st Cir. 2006). As this Court recognized in *WorldCom*, the *ISP Remand Order* addressed only those calls to ISPs "within the caller's local calling area." 288 F.3d at 430. VNXX-related issues, therefore, are not within the scope of the *WorldCom* remand.

Id. The FCC then reiterated that "the *ISP Remand Order* did not purport to address VNXX calls." *Id.* at 26 n.22; *accord Pet. of Core Communications*, 19 FCC Rcd. 20179, 20189 n.25, 2004 WL 2341235 at *9 n.25 (FCC 2004) (FCC order describing the *ISP Remand Order* compensation plan as "an exception to the *reciprocal compensation* requirements of the Act for calls made to ISPs *located within the caller's local calling area*" (emphasis added)).

While the FCC modified its rules to eliminate the term "local," it did so because that term "created unnecessary ambiguity . . . because the statute does not define the term 'local call,' and

[35] The D.C. Circuit remanded the *ISP Remand Order* for further consideration by the FCC, but expressly declined to vacate it, and hence the *ISP Remand Order* remains in effect. *See, e.g.*, *Pacific Bell v. Pac West Telecomm., Inc.*, 325 F.3d 1114, 1122-23 (9th Cir. 2003) ("[T]he *[ISP] Remand Order* remains in effect pending the FCC's proceedings on remand.").

thus that term could be interpreted as meaning either traffic subject to local *rates* or traffic that is *jurisdictionally* intrastate." *ISP Remand Order*, ¶ 45 (emphasis in original). But the FCC did not modify its prior distinctions between calls made within a local calling area and calls to distant local calling areas. Rather, the FCC again reaffirmed that distinction, holding that "access services . . . to connect calls that travel to points - both interstate and intrastate - beyond the local exchange" fall under Section 251(g), which preserves the access charge regime for such interexchange services, rather than under Section 251(b)(5)'s reciprocal compensation requirement. *Id.* at ¶ 37; *see also Qwest Corp.*, 484 F. Supp. 2d at 1170 ("Although the FCC did reevaluate its use of the term 'local' in the *ISP Remand Order*, it did not eliminate the distinction between 'local' and 'interexchange' traffic and the compensation regimes that apply to each – namely reciprocal compensation and access charges.").

To support the Arbitration Award on this issue, the Commission also cites the FCC's recent *November 2008 Remand Decision* for its contention that "the FCC has established a single form of intercarrier compensation for ISP-bound traffic, independent of whether that traffic is considered 'local.'"[36] In fact, however, the *November 2008 Remand Decision* did not alter in any way the *status quo* as described above, but merely undertook to justify the FCC's previous decision in the *ISP Remand Order*. *See November 2008 Remand Decision*, ¶ 6. The FCC reaffirmed in the *November 2008 Remand Decision* its findings in the *ISP Remand Order* that Section 251(b)(5) was not limited to "local" traffic, and that all traffic subject to pre-existing access rules would continue to be governed by those rules unless and until the FCC decides otherwise. *November 2008 Remand Decision*, ¶¶ 15-16. In other words, the FCC reaffirmed its rules regarding compensation for local ISP-bound traffic; it did not modify its interexchange

[36] Arbitration Award at 48 (citing *In the Matter of Intercarrier Compensation for ISP-Bound Traffic*, Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, 2008 WL 4821547 (Nov. 5, 2008) ("*November 2008 Remand Decision*")).

access rules. Therefore, contrary the Commission's determination, AT&T Ohio's proposed language regarding the definition of ISP-Bound traffic accurately reflects the FCC's intercarrier compensation rulings, and the Arbitration Award should be revised to adopt AT&T Ohio's position on this issue.

VI. Issue 24: The Arbitration Award Addressed a Settled Issue and Leaves a Disputed Issue Unresolved

The Commission's Arbitration Award for Issue 24 addressed the wrong contract language and therefore did not rule on the parties' dispute. Issue 24 originally involved both GTC § 8.1, regarding the limitation of liability for Intrado's end-users' fraud, as well as the 911 limitation of liability language in GTC § 15.7. As reflected in the parties' Revised Joint Issues Matrix filed with the Commission on January 30, 2009, the dispute regarding GTC § 15.7 was settled well before the Arbitration Award. The Arbitration Award, however, rules on GTC § 15.7, but not GTC § 8.1. Accordingly, the Commission should grant rehearing and revise the Arbitration Award to (i) resolve the disputed issue in GTC § 8.1 in accordance with AT&T Ohio's proposal set forth in its testimony and briefs, and (ii) remove the discussion of GTC § 15.7, which was previously settled. *See* AT&T Init. Br. at 49; AT&T Reply Br. at 53-54.

The parties' dispute in GTC § 8.1 concerns Intrado's proposed language that would make AT&T Ohio liable to Intrado for any fraud associated with Intrado's end user's account that is "attributable to AT&T Ohio." In the Arbitration Award (at 56-57), the Commission rejected Intrado's proposed "attributable to" language in GTC § 15.7 and it should reject it in GTC § 8.1 as well. As AT&T Ohio explained in its briefs, the "attributable to" language is inappropriate because it is vague and would impose broader liability on AT&T Ohio than would apply even under normal fraud law. AT&T Ohio Init. Br. at 49. In addition, Intrado's proposal is simply unnecessary, because Intrado failed to identify any circumstances under which its customer's

fraudulent behavior could even be attributed to AT&T Ohio. *Id.* Intrado's proposal is also unfair, because there is no reciprocal language that would make Intrado liable to AT&T Ohio for any fraud associated with AT&T Ohio's end user's account that is attributable to Intrado. *Id.* Therefore, the Commission should adopt AT&T Ohio's proposal for GTC § 8.1.

VII. Issue 29(b): Granting Intrado the Lowest Rate Used By Any Other Carrier Violates the FCC's All-or-Nothing Rule and Is Discriminatory

The Arbitration Award correctly recognizes that AT&T Ohio should not be required to propose rates under Sections 251 and 252 of the Act whenever Intrado orders, and AT&T Ohio inadvertently provides, a product or service that is not contained in the ICA. Arbitration Award at 58-59. The Commission's determination that AT&T Ohio should be permitted to reject all future orders by Intrado for products or services not in the ICA is also proper. *Id.* at 59. However, the Arbitration Award rejects AT&T Ohio's proposal to price Intrado's orders for products and services not contained in the ICA at the standard generic rate. Instead, it requires that Intrado pay AT&T Ohio "the lowest rate in effect at that time for Ohio CLECs." That requirement is contrary to federal law and the FCC's "All-or-Nothing" Rule.

The Arbitration Award gives Intrado something no other CLEC would ever be entitled to, and reaches a result that discriminates against other CLECs, which have no right to adopt a lower rate from another carrier's ICA. If a CLEC wants a product or service that is not covered by its ICA, it cannot simply adopt the lowest price AT&T Ohio charges any other CLEC, for any such attempt to "pick and choose" a favorable rate from another ICA would violate the FCC's "All-or-Nothing Rule." That rule, 47 C.F.R. § 51.809(a), requires a carrier that wants the benefits of a rate from another ICA to adopt that *entire* ICA, including *all* its rates, terms, and conditions.[37]

[37] *See* Second Report and Order, *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 19 FCC Rcd. 13494, ¶ 1 (2004) ("*FCC All-or-Nothing Order*"); 47 C.F.R. § 51.809(a).

This is necessary because any given rate in an ICA is likely to be the result of unknown gives, takes, and compromises between the parties, and allowing another carrier to simply adopt the favorable rate without all the rest of the ICA is unfair to the ILEC and undermines the negotiations that went into that ICA – negotiations that are the "centerpiece" of the ICA provisions in the 1996 Act.[38] Accordingly, when the FCC adopted the All-or-Nothing Rule it expressly rejected and abandoned any rule that would allow a CLEC to pick and choose a favorable rate from another ICA. *All-or-Nothing Order*, ¶ 1.

The Arbitration Award, however, violates the All-or-Nothing Rule and the logic and policy behind it by allowing Intrado to automatically obtain the benefits of an isolated rate from another ICA without taking that entire ICA. In fact, the Arbitration Award not only permits Intrado to use an isolated rate from another ICA, but guarantees Intrado the absolute lowest rate that any other CLEC was able to negotiate, without Intrado having to make any of the concessions or compromises that went along with that rate. That is unlawful. If Intrado orders a product or service not covered by its ICA (and not covered by any tariff), then it should be treated like any other carrier in that situation. Any other carrier would have to negotiate with AT&T Ohio to amend its ICA to include rates, terms, and conditions for the product or service at issue, and could not simply insist on adopting the lowest rate negotiated by any other carrier. Those negotiations would begin with AT&T Ohio offering the generic price in its generic ICA. Negotiation could lead to a lower rate, but any such rate would be the result of specific gives and takes between AT&T Ohio and the CLEC. The situation here is really no different, except that the product or service has already been inadvertently provisioned. In that instance, Intrado should pay the generic rate as a default, and then can decide whether to negotiate for a different

[38] *See*, *e.g.*, *AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366, 405 (1999) (Thomas, J., concurring in part and dissenting in part) ("Section 252 sets up a preference for negotiated interconnection agreements"); *Verizon North, Inc. v. Strand*, 309 F.3d 935, 940 (6th Cir. 2002) ("private negotiation . . . is the centerpiece of the Act").

rate or stop using the product or service. This is also the most fair result, since the situation at issue here is one of mutual mistake, and it makes no sense to penalize AT&T Ohio alone, when Intrado should have known it was not entitled to the product or service before ordering it.

VIII. Issue 31: The Arbitration Award's Definition of "End User" Is Inconsistent With the Commission's Rules and NENA's Definition, and Misunderstands AT&T Ohio's Position

Relying entirely on its determination regarding the definition of "End User" in the Embarq arbitration, Case No. 07-1216-TP-ARB,[39] the Arbitration Award requires Intrado and AT&T Ohio to adopt a definition of "End User" that includes "the retail, end-use, dial tone customer of either party, *or the PSAP served by either party receiving 911 calls* for the purpose of initiating the emergency or public safety response." Arbitration Award at 60-61 (emphasis added). The Commission should revise the Arbitration Award to adopt AT&T Ohio's position on this issue.

According to the Arbitration Award, the "End User" definition adopted in the *Embarq Arbitration Award* should be used in the ICA between Intrado and AT&T Ohio because there are "no facts or arguments [in this case] that would cause us to vary from the award in Case No. 07-1216-TP-ARB." *Id.* at 60. That is incorrect. The Arbitration Award in this case ignores the critical fact that, in the Embarq arbitration, Embarq and Intrado *agreed* to adopt a broader definition of "End User" that includes Intrado's PSAP customers *in addition to* the retail end user customers who make emergency 911 calls. *See Embarq Arbitration Award* at 20 ("Embarq agrees that the meaning of 'end user' should include PSAPs in addition to the customary meaning of 'end user.'"). In this case, however, AT&T Ohio never agreed to expand the definition of "End User" beyond its customary meaning to include Intrado's PSAP customers.

[39] Case No. 07-1216-TP-ARB (Sept. 24, 2008) ("*Embarq Arbitration Award*").

The Arbitration Award in this case and the *Embarq Arbitration Award* both recognize that under the Commission's 911 Service Program Rules, the "general understanding" of the definition of "end user" is "the customer who *makes* a 911 call." Arbitration Award at 61 (citing *Embarq Arbitration Award* at 19-20) (emphasis added). That "general understanding" is fully consistent with AT&T Ohio's position in this proceeding that the definition of "End User" should include only those residential or business customers that will actually be placing emergency 911 calls, and not the PSAP customers of either party that will *respond* to emergency 911 calls. AT&T Ohio Init. Br. at 51-52. AT&T Ohio's position is also consistent with the Commission's determination in Intrado's *Certification Order* that "End Users" are the customers of basic local exchange services that can dial 911 to access emergency services, and not the PSAP customers of Intrado.[40] AT&T Ohio's proposed definition of "End Users" is also consistent with the National Emergency Number Association's ("NENA") definitions, which define "End User" as "the 9-1-1 caller."[41] Therefore, the Arbitration Award should be revised to adopt AT&T Ohio's position on this issue.

CONCLUSION

For the reasons stated herein, the Commission should grant rehearing of the Arbitration Award and revise its conclusions as requested by AT&T Ohio. Alternatively, the Commission should at a minimum resolve the part of Issue 24 it has not addressed and clarify its conclusion on Issues 4 and 4(a).

[40] *In the Matter of the Application of Intrado Communications Inc. to Provide Competitive Local Exchange Services in the State of Ohio*, Finding and Order, Case No. 07-1199-TP-ACE, at 5 (2/5/08) ("*Certification Order*").

[41] NENA-00-001, NENA Master Glossary of 9-1-1 Terminology, Updated Version 10, June 5, 2007 ("NENA Glossary") at p. 31 of 91.

Date: April 3, 2009

Respectfully submitted,

By: _____

Jon F. Kelly
Mary Ryan Fenlon (Counsel of Record)
AT&T Ohio
150 E. Gay Street, Room 4-A
Columbus, OH 43215
(614) 223-7928
Fax: (614) 223-5955
jk2961@att.com
mf1842@att.com

J. Tyson Covey
Angela D. O'Brien
Mayer Brown LLP
71 S. Wacker Drive
Chicago, IL 60606
(312) 782-0600
Fax: (312) 706-8630
jcovey@mayerbrown.com
aobrien@mayerbrown.com

Its Attorneys

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing AT&T Ohio's Application for Rehearing was served on April 3, 2009 by first class mail, postage prepaid, and by e-mail, as indicated, on the following parties:

Intrado Communications Inc.

Sally W. Bloomfield
Thomas J. O'Brien
BRICKER & ECKLER LLP
100 South Third Street
Columbus, OH 43215-4291

sbloomfield@bricker.com
tobrien@bricker.com

Chérie R. Kiser
Angela F. Collins
Cahill Gordon & Reindel LLP
1990 K Street, N.W., Suite 950
Washington, DC 20006

ckiser@cgrdc.com
acollins@cgrdc.com

Rebecca Ballesteros
Associate Counsel
Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503

Rebecca.Ballesteros@Intrado.com

/s/ Mary Ryan Fenlon
Mary Ryan Fenlon

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Intrado, Inc.	:	
	:	
Petition for Arbitration pursuant to	:	
Section 252(b) of the Communications	:	08-0545
Act of 1934 as amended, to Establish	:	
an Interconnection Agreement with	:	
Illinois Bell Telephone Company.	:	

ARBITRATION DECISION

DATED: March 17, 2009

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ILLINOIS COMMERCE COMMISSION

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Illinois Bell Telephone Company.	:	

ARBITRATION DECISION

By the Commission:

I. PROCEDURAL HISTORY

On September 22, 2008, Intrado, Inc. ("Intrado"), filed a Petition for Arbitration ("Petition") pursuant to subsection 252(b)[1] of the federal Telecommunications Act of 1996 ("Federal Act")[2]. The Petition seeks to create an interconnection agreement ("ICA") between Intrado and Illinois Bell Telephone Company ("AT&T"), an incumbent local exchange carrier ("ILEC") in certain geographic areas of Illinois. Intrado has certificates of telecommunications operating authority in Illinois, issued by this Commission.[3] Intrado asserts that AT&T has a duty under subsection 251(c)(2) of the Federal Act[4] to interconnect with it, so that Intrado can provide telecommunications services in areas in which AT&T also provides local exchange services. Intrado's principal intention is to provide services related to 911/E911 telecommunications (for brevity, "911 service") to Emergency Telephone Systems Boards ("ETSBs") for the operation of Public Safety Answering Points ("PSAPs"). Intrado presents several issues for arbitration.

AT&T filed its Response to Intrado's Petition ("AT&T Response") on October 17, 2008. In that filing, AT&T notes that it has added two issues for arbitration, as it is permitted to do under subsection 252(a)(4)(A) of the Federal Act[5]. The parties have settled numerous issues over the course of this litigation and this Arbitration Decision addresses only the remaining unresolved issues.

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[1] 47 U.S.C. § 252(b).
[2] 47 U.S.C. §§ 151 *et seq*.
[3] SCC Communications Corp., Application for a Certificate of Authority to Provide Telecommunications Services in the Stare of Illinois, Dckt. 00-0606, Order, Dec. 20, 2000 & Amendatory Order, Jan. 31, 2001. SCC subsequently became Intrado, Inc. Intrado is certificated to provide intrastate facilities-based and resold local and interexchange telecommunications services.
[4] 47 U.S.C. § 25(c)(2).
[5] 47 U.S.C. § 252(a)(4)(A).

Two Administrative Law Judges ("ALJ's") of the Commission conducted a pre-arbitration conference on October 1, 2008 and an evidentiary hearing on December 3, 2008, each in Chicago, Illinois. Appearances were entered at each hearing on behalf of Intrado, AT&T and Commission Staff ("Staff"). At the December 3 hearing, Intrado presented the testimony of Thomas Hicks, and Carey Spence-Lenss. AT&T presented the testimony of Patricia Pellerin and Mark Neinast. Staff presented the testimony of Jeffrey Hoagg, Marci Schroll, and Kathy Stewart, each of the Commission's Telecommunications Division. The ALJ's marked the evidentiary record "heard and taken" on February 4, 2008.

Intrado, AT&T and Staff each filed an Initial Brief ("IB") on January 5, 2009 and a Reply Brief ("RB") on January 20, 2009. An ALJ's Proposed Arbitration Decision was served on all parties on February 13, 2008. Intrado and Staff each filed Briefs on Exceptions ("BOE") on February 20, 2009 and Intrado, AT&T and Staff each filed Reply Briefs on Exceptions ("RBOE") on February 27, 2009.

II. JURISDICTION

Subsection 252 of the Federal Act provides that within a specified time period "after the date on which an incumbent local exchange carrier receives a request for negotiation under this section, the carrier or any other party to the negotiation may petition a State commission to arbitrate any open issues." Both Intrado's Petition and AT&T's Response assert that there are open issues between the parties. There is no dispute that the Petition was timely filed. Consequently, the Commission has jurisdiction to arbitrate the issues presented.

Section 252 of the Federal Act proscribes certain procedures, standards and outcomes for arbitrations conducted under that section. In addition, the Commission has adopted rules and procedures for such arbitrations in 83 Ill.Adm.Code 761. The foregoing federal and state provisions apply to this proceeding.

III. PROPOSED SERVICES & CURRENT AGREEMENTS

Intrado proposes to provide its 911 service through its Intelligent Emergency Network® ("IEN"), which would facilitate voice and data transmission and retrieve and deliver both Automatic Number Identification ("ANI") (the calling party's telephone number) and Automatic Location Information ("ALI") (the calling party's location) to PSAP customers. The three integrated elements of Intrado's system are switching (utilizing selective call routers or 911 tandems), call information databases (for ANI and ALI) and transport infrastructure between the PSAP and, respectively, the selective routers and the information databases.

Intrado's customers will be PSAPs and related public agencies, not the individual end-users that initiate 911 calls. With respect to wireline telecommunications, the physical components of Intrado's 911 service will not handle a 911 call until it has been relayed from the end office of the ILEC receiving the call. Consequently - and

regardless of whether Intrado is "interconnected" to AT&T within the meaning of subsection 251(c)(2) of the Federal Act - Intrado's 911 service must be physically linked to the public switched telephone network ("PSTN") in order to deliver wireline 911 calls to PSAPs. All telecommunications carriers have an interconnection duty under subsection 251(a)(1) of the Federal Act, and AT&T states that it would enter into a "commercial agreement" with Intrado, as it has with other carriers, to provide the necessary physical linkage. AT&T Ex. 1.0 (Pellerin) at 6. Intrado maintains that its 911 service qualifies for interconnection within the meaning of subsection 251(c)(2) and that Intrado is therefore entitled to the statutory benefits associated with such interconnection.

Intrado does not presently provide the 911 service involved in this proceeding in Illinois. Intrado Ex. 1 (Hicks) at 5. There are two current agreements between Intrado and AT&T for processing voice-over-Internet Protocol ("VOIP") traffic from third parties, under which AT&T supplies telephone exchange service and other services to Intrado. AT&T Ex. 1.0, Sch. PHP-9 (Intrado response to AT&T Data Request 5). There is also an expired ICA, by which Intrado could have transported 911 calls aggregated from third parties. *Id*. Intrado did not conduct operations under that ICA. AT&T Ex. 1.0 at 5; Tr. 160-61 (Pellerin).

IV. ISSUES FOR RESOLUTION

Issue 1:

Does Intrado have the right to interconnection with AT&T under Section 251(c) of the Act for Intrado's Provision of competitive 911/E911 services to PSAPs?

A. Parties Positions and Proposals

1. Intrado

Intrado maintains that AT&T is required by subsection 251(c)(2) of the Federal Act to provide interconnection to Intrado because, among other reasons, Intrado intends to furnish "telephone exchange service" within the meaning of subsection 251(c)(2)(A). There are two alternative definitions of "telephone exchange service" in the Federal Act[6], and Intrado avers that its proposed services comport with either alternative (Parts A and B). According to Intrado, the Federal Communications Commission ("FCC") has taken an expansive view of telephone exchange service, placing non-traditional arrangements such as DSL-based service and directory assistance call completion service within that category. Intrado contends that its proposed handling of 911/E911 transmissions should be similarly regarded as telephone exchange service. That result, Intrado believes, would further the pro-competitive policy reflected in the Federal Act.

Intrado relies on certain FCC decisions for the proposition that the "key component" of telephone exchange service is that it enables "intercommunication"

[6] The definitions appear at 47 U.S.C. §153(47).

among a "community of subscribers" within an exchange area. Intrado asserts that its proposed 911 service will perform this intercommunicating function by connecting end-users and Intrado's PSAP subscribers. Intercommunication does not require that a proposed service supplant a subscriber's existing local service in order to qualify as telephone exchange service, Intrado argues.

Moreover, Intrado stresses, this Commission has already determined that Intrado provides "telephone exchange service," in a previous arbitration involving predecessors of, respectively, Intrado and AT&T[7]. In that proceeding, the Commission held that the service contemplated by Intrado's successor "falls within the definition of telephone exchange service found in 47 USC §153(47)."[8]

Intrado also emphasizes that AT&T, in effect, characterizes its own 911 service as telephone exchange service in its tariffs. Intrado alleges that its 911 service tariff is substantially similar to AT&T's and should also be regarded as telephone exchange service.

2. AT&T

AT&T argues that Intrado's proposed service is not "telephone exchange service" within the meaning of the Federal Act. For that reason, AT&T asserts, Intrado is not entitled to either subsection 251(c)(2) interconnection or an arbitrated ICA with AT&T. Specifically, AT&T contends that Intrado's 911 service does not permit subscribers to originate an outbound telecommunications transmission, as Part B of the federal definition requires (a requirement AT&T would also read into Part A). The public agencies using Intrado's service will need to subscribe to the telephone exchange service of another provider to initiate an outbound or non-911 call. AT&T emphasizes that the Florida Public Service Commission dismissed Intrado's arbitration requests with AT&T's Florida affiliate[9] and with another ILEC[10] precisely because, that Commission found, Intrado's 911 service does not enable call origination.

Intrado's 911 service also falls outside the definition of telephone exchange service, AT&T charges, because it is not the intercommunicating service explicitly required by Part A (and, according to the FCC, implicitly required by Part B) of §153(47). Intercommunication means that an end-user can call the other end-users in the exchange area, and not merely a pre-designated PSAP, AT&T maintains.

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[7] In the Matter of the Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with SBC Communications Inc., Dckt. 00-0769 (March 21, 2000) ("SCC Arbitration"). As previously noted, SCC did not conduct operations under the ICA resulting from that proceeding.

[8] *Id*., at 6.

[9] Petition by Intrado Communications, Inc., for Arbitration with BellSouth Telecommunications, Inc., d/b/a AT&T Florida, Fla. Pub. Serv. Comm'n. Dckt. 070736-TP, Final Order (Dec. 3, 2008).

[10] Petition by Intrado Communications, Inc., for Arbitration with Embarq Florida, Fla. Pub. Serv. Comm'n. Dckt. 070699-TP, Final Order (Dec. 3, 2008).

AT&T further avers that Intrado's planned service is not "within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area," as expressly required by Part A of the pertinent definition. Nor, AT&T insists, is Intrado's service covered by the "exchange service charge," as Part A also specifies.

As for this Commission's conclusions in the SCC Arbitration, AT&T argues that the telecommunications services involved in the present case are different and that our earlier analysis was inconsistent with certain FCC orders issued prior to or contemporaneous with that arbitration decision.

AT&T additionally suggests that this Commission has the discretion to decline to arbitrate the unresolved issues in this case, and that we can use that discretion in order to await the results of arbitration decisions elsewhere.

3. Staff

Staff maintains that Intrado is entitled to subsection 251(c) interconnection with AT&T, principally because the Commission previously reached that conclusion in the SCC Arbitration. As Staff sees it, "Intrado proposes to provide essentially the same service here as it proposed to provide in" that case. Staff IB at 10. Staff cautions, however, that the terms and conditions of Intrado's interconnection should closely conform to the requirements of subsection 251(c), despite Intrado's request, in certain instances, for non-traditional arrangements. In Staff's view, Intrado should not be permitted to claim the benefits of the Federal Act while simultaneously avoiding its requirements.

4. Analysis and Conclusions

As framed by the parties, the fundamental question in Issue 1 is whether Intrado's 911 service constitutes "telephone exchange service" under Part A or Part B in §153(47). The full statutory definition of "telephone exchange service" is as follows:

> (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

Given that §153(47) presents two alternative definitions conjoined by "or," a provider's service can constitute telephone exchange service under either alternative. The FCC has not commented on whether stand-alone 911 service like Intrado's is telephone exchange service. For purposes of comparison, the FCC has held that directory assistance call completion[11] and xDSL-based advanced services[12] are telephone exchange service, but paging service is not[13].

Although Intrado and AT&T dispute the meaning of several elements in the alternative definitions of telephone exchange service, two elements warrant particular emphasis – call origination and intercommunicating service. Call origination is significant because the Florida Commission rejected Intrado's claim that 911 service is telephone exchange service, on the ground that the service does not include call origination[14]. Intercommunicating service is essential because, as Intrado correctly observes, the FCC has called it the "key criterion for determining whether a service falls within the scope of the telephone exchange service definition."[15]

Intrado and AT&T have each commingled their discussion of call origination and intercommunicating service. Intrado addresses both elements in a single sub-heading in its Initial Brief, at 6. AT&T contends that call origination and termination are "part and parcel" of intercommunicating service. AT&T IB at 7, fn. 6. The Commission does not agree that call origination/termination and intercommunicating service are the same thing. When Congress added Part B to the §153(47) definition, it employed different language (origination/termination) rather than re-employing "intercommunicating

[11] Provision of Directory Listing Information Under the Telecommunications Act of 1934, as Amended, 16 FCC Rcd. 2736 (2001) ("Directory Assistance Order").

[12] In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability, 15 FCC Rcd. 385 (1999) ("Advanced Services Order").

[13] In the Matters of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, 11 FCC Rcd (1996).

[14] See citations at footnotes 9 and 10, *supra*. In the briefs filed in this proceeding, the parties disputed whether the Florida Commission is the only state commission to decide this issue during the current round of Intrado interconnection filings. Intrado contended that the Ohio Commission "specifically determined that Intrado's [911 service] is telephone exchange service." Intrado RB at 10, citing Application of Intrado Communications Inc. to Provide Competitive Local Exchange Services, P.U.C.O. Case No. 07-1199-TP-ACE, Finding and Order (Feb. 5, 2008) ("Ohio Certification Order"). AT&T rejoined that Intrado misrepresents the Ohio decision. AT&T RB at 21. We note that the Ohio proceeding was a certification proceeding, not an interconnection arbitration. The Ohio Commission concluded that end-users have "no relationship" with Intrado and that Intrado is not a CLEC. Ohio Certification Order, Finding 7. However, the Ohio Commission created a new carrier category for Intrado ("competitive emergency services telecommunications carrier") and stated that "Intrado is a telecommunications carrier *engaged in* the provision of telephone exchange service pursuant to Section 251 of the [Federal Act]". *Id*. (emphasis added). In later proceedings, parties debated whether "engaged in" meant only that Intrado's 911 service performed a function within *other carriers'* telephone exchange service. Nevertheless, in a subsequent interconnection arbitration, Petition of Intrado Communications, Inc. for Arbitration to Establish an Interconnection Agreement with Ohio Bell Telephone Company dba AT&T, P.U.C.O. Case No. 07-1280-TP-ARB, Arbitration Award (Mar. 4, 2009), the Ohio Commission expressly concluded (at p. 15) that Intrado's 911 service is telephone exchange service. (The Ohio ruling is discussed later in this Arbitration Decision). Thus, both Ohio and Florida have now directly addressed whether Intrado's 911 service is telephone exchange service, reaching opposite conclusions.

[15] Advanced Services Order, para. 26.

service" in the new sub-part. Moreover, the FCC would not have needed to read an intercommunicating service requirement into Part B, as it did in the Advanced Services Order[16], if intercommunicating service already carried the same meaning as call origination/termination. In this Commission's view, intercommunication pertains to the accessibility of end-users to each other, while origination/termination pertains to an individual end-user's ability to initiate or receive a call[17]. Accordingly, these elements will be addressed separately here.

a) Call Origination

To analyze the call origination requirement in the context of emergency services, the Commission finds it helpful to describe 911 communications. The emergency response system is designed for urgent circumstances. Callers need only enter three universally recognized digits into a telecommunications path specifically created for those circumstances. To minimize the potential for error, failure or overload, the telecommunications path is not designed for calls in the opposite direction (from PSAPs to emergency sites). Indeed, in Illinois, 911 service is defined as "a terminating only service"[18] and outbound calls on 911 circuits are prohibited[19].

Intrado has appropriately included these facts and policies in its proposed 911 service[20]. Intrado thus acknowledges that its 911 service does not include the capability to originate a call (except via transfer by the PSAP of an inbound call placed by a 911 end-user). A PSAP that subscribes to Intrado's 911 service will need one or more additional telephone lines, not associated with 911 service, to originate calls[21]. The PSAP will not be able to return the call of a 911 end-user via Intrado's 911 service if a call is dropped. AT&T Ex. 1.0 at 21.

Nevertheless, Intrado maintains that its 911 service furnishes call origination within the meaning of the federal definition. As Intrado sees it, the call transfer mechanism (which Intrado also refers to as "hookflashing") is a form of call origination by the subscribing PSAP. As Intrado witness Spece-Lenss described in oral testimony:

> [T]he call process has two parts. You have the consumer, the citizen who is dialing 911. The PSAP receives the call and then the PSAP originates the transfer. So it's originating

[16] Advanced Services Order, para. 20.
[17] In the practical sense, of course, a telecommunications end-user must be able to originate or terminate communications with other accessible users. But for statutory construction, we are obliged to discern the intended meaning of each of the discrete terms chosen by the legislature.
[18] 83 Ill. Adm. Code 725.500(a).
[19] 83 Ill. Adm. Code 725.500(d).
[20] "Intrado has purposefully designed its 911 service to be unable to originate an outgoing call except in the instance of conferencing or call-transfer disconnect processes." AT&T Cross-Ex. 3 (Intrado response to AT&T Data Request 18).
[21] "Illinois public safety agencies subscribe to local exchange service for administrative purposes, such as to receive other emergency or non-emergency calls, including any which might be relayed by operators or terminated on PSTN-accessible local exchange telephone lines." Intrado IB at 21.

> the call through the hook flash, either the selective transfer feature or the 10-digit transfer feature and it's originating the call.

Tr. 110.

The Florida Commission rejected this argument and denied Intrado's request for subsection 251(c)(2) interconnection on that basis. The Florida Commission did not elaborate upon its conclusion, perhaps because it found it self-evident. The Ohio Commission held that Intrado's 911 service does include call origination[22]. Ohio's half-sentence rationale was confined to this: the federal definition of telephone exchange service does not "quantify" the term "originate"[23]. We will expand upon our sister commissions' limited discussion of this issue, and we will reach the same conclusion as the Florida Commission.

Simply, hookflashing is not call origination. It is a call transfer procedure that reroutes a call *originated by the person placing the inbound 911 call to the PSAP*. While Intrado is correct that call transfer is commonly used, Intrado IB at 14, that does not mean it is a call origination mechanism. That is particularly so in the 911 context in Illinois, in which call transfer, as defined by our regulations, is limited to rerouting of the originated call to an emergency services provider or another PSAP ("`Call Transfer' – a 9-1-1 service in which the PSAP telecommunicator receiving a call transfers that call to the appropriate public safety agency or another provider of emergency services"[24]). We believe that the reference to "that call" in our regulatory definition is significant, because it captures what in fact occurs during an emergency call transfer – the PSAP works collaboratively with an emergency responder or another PSAP to address the ongoing request for assistance. The Commission therefore disagrees with the viewpoint of Intrado's witness who "wouldn't consider it the same call when a PSAP [needs] to do a transfer." Tr. 112 (Spence-Lenss). Indeed, Intrado's own tariff characterizes call transfer as the "[t]he act of adding an additional party to an *existing call*."[25]

The call transfer capability in Intrado's planned service thus reflects the limited scope of transferability contemplated in the 911 architecture. Such transfers are confined to other PSAP's served by Intrado, although transfers to non-Intrado PSAPs and related public safety agencies are possible if certain infrastructure and

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[22] Petition of Intrado Communications, Inc. for Arbitration to Establish an Interconnection Agreement with Ohio Bell Telephone Company dba AT&T, P.U.C.O. Case No. 07-1280-TP-ARB, Arbitration Award (Mar. 4, 2009) at 16 ("Ohio Arbitration").

[23] This Commission does not perceive call origination as a *quantitative* matter. The appropriate inquiry is qualitative – *can* the customer originate a call using Intrado's 911 service? The quantity of calls or call recipients is not relevant to this component of the federal definition of telephone exchange service (although it is relevant to the "intercommunication" component of the definition, discussed later).

[24] 83 Ill. Adm. Code 725.105.

[25] AT&T Ex. 1.0, Sch. PHP-3, P.U.C.O. Tariff No. 1, Sec. 1, Orig. Page 1 (definition of "Call Transfer or Call Bridging") (emphasis added). Intrado describes its Illinois tariff, which was not offered for the record here, as "similar" to its Ohio tariff. Intrado IB at 20, fn. 85.

arrangements are in place with Intrado[26]. Moreover, PSAP-to-PSAP call transfer capability is not mandated by law, Staff Ex. 2 at 13, and Intrado (and AT&T) would only implement it (through interconnection of selective routers) upon customer request. Intrado Ex. 2 at 11. Thus, insofar as call transfer by an Intrado-served PSAP will be technically enabled, it will be appropriately limited to continuous handling of the caller-originated assistance request.

Although it is not entirely clear (given the parties' commingled analyses of call origination and intercommunication), Intrado apparently suggests an analogy between its 911 call transfer function and the DA services that the FCC found to be telephone exchange service in the Directory Assistance Order. If that is so, the Commission does not find the analogy apt. In the Directory Assistance Order, the FCC held that DA providers perform telephone exchange service when they furnish call completion service (that is, when they enable the party requesting number lookup to place a call to the requested number). Without call completion, "the competing directory assistance provider is not providing telephone exchange service within the meaning of section 3(47)."[27] In the Illinois 911 context, an Intrado-served PSAP (or any other PSAP) could not originate a new communication with a party of the 911 caller's choice for a purpose unrelated to the emergency at hand. The PSAP can only transfer the call, without terminating it, to a single authorized respondent[28], and may continue to participate in the call[29]. That is not like DA call completion, which originates a new call to the end-user's selected destination somewhere in the exchange area, without further involvement by the DA provider (who may provision number look-up and call completion without live human participation).

Nonetheless, this Commission did conclude, in the SCC Arbitration, that Intrado (as SCC) provided a service "by which a subscriber can originate and terminate an emergency or 9-1-1 call."[30] However, the 911-related services SCC proposed to provide in 2001 are not the same as Intrado's proposed 911 service here and they differ meaningfully with respect to call origination. SCC customers included ILECs, CLECs and wireless carriers, for whom it intended to deliver originated 911 traffic to AT&T's

[26] Specifically, Intrado can transfer calls to "any Intrado served PSAP, to other non-Intrado served PSAPs if the non-Intrado served PSAP's service provider has deployed the selective router-to-selective router feature and is interconnected with Intrado's national network, and to any authorized agency that is directly interconnected to the nationwide Intrado 911/E911 network." AT&T Cross Ex. 4 (Intrado response to AT&T Data Request 20).

[27] Directory Assistance Order, para. 22.

[28] "A 9-1-1 system should be designed so that a call will never be transferred more than once." 83 Ill. Adm. Code 725.505(g).

[29] Indeed, the transferring PSAP *must* remain involved with the call until it is safe to disengage. "At such time as the telecommunicator verifies that the transfer has been completed *and the telecommunicator's services are no longer required*, the telecommunicator may manually release himself from the call." *Id*. (emphasis added). Intrado's Ohio 911 tariff is consistent with this requirement and it reflects the fact that call handling by a PSAP does not usually end at transfer. "The term `Call Bridging' is preferred because 9-1-1 call handlers rarely transfer calls without staying connected to ensure the call is effectively handled (no `blind' transfers)." AT&T Ex. 1.0, Sch. PHP-3, P.U.C.O. Tariff No. 1, Sec. 1, Orig. Page 1 (definition of "Call Transfer or Call Bridging").

[30] SCC Arbitration at 6.

(then, Ameritech's) selective routing tandems, for transmission to an appropriate PSAP[31]. SCC did not intend to serve PSAPs, the terminators of 911 traffic. AT&T Ex. 1.0 at 20 (Pellerin). In the present case, Intrado's service will begin at the selective router and proceed to the PSAP. Intrado does not intend to "aggregate originating 911 calls from other carriers for delivery to [AT&T's] selective routers," AT&T Ex. 1.0, Sch. PHP-9, and it does not intend to "provide non-wire line telephone exchange service to customers in Illinois." *Id*. Thus, Intrado will not enable 911 call origination for any party[32], much less for its subscriber PSAPs (the relevant entity for purposes of Part B of the federal definition of telephone exchange service). Accordingly, the Commission will not repeat here our conclusion in the SCC Arbitration that Intrado originates telecommunications service.

In sum, the Commission finds that Intrado's 911 service does not enable a subscriber to initiate telecommunications service within the meaning of Part B of the federal definition of telephone exchange service.

b) Intercommunicating Service (or "Intercommunication")

As previously noted, while intercommunicating service is not an explicit element of Part B of the statutory definition of telephone exchange service, the FCC regards it as part of the requisite comparability among services under Parts A and B[33]. This Commission defers to the FCC's interpretation of the Federal Act. Therefore, Intrado's 911 service must provide intercommunicating service in order to constitute telephone exchange service under either part of the federal definition.

Despite their opposing views of Intrado's 911 service with respect to intercommunication, both Intrado and AT&T cite the same text in the Advanced Services Order: "a service satisfies the 'intercommunication' requirement of section 3(47)(A) as long as it provides customers with the capability of intercommunicating with other subscribers."[34] The parties also each rely on the same language in both the

[31] SCC Arbitration at 5. The Commission notes that its discussion of the SCC proceeding is based solely on the final Arbitration Decision there. Neither the Commission nor the parties can utilize other matter from that docket for decision-making purposes in this case, unless it has been admitted as record evidence here. One mechanism for admitting such matter is administrative notice, pursuant to 83 Ill. Adm. Code 640(2) & (3). Administrative notice was not utilized in this case, and matter filed in Docket 00-0769 did not enter the record here by other means. Consequently, Intrado's citation to its filing in Docket 00-0769 (which we understand to have been made in good faith), appearing in Intrado's RB at 11, fn. 52 (and any similar citation by any participant here), cannot be considered.

[32] We note that Intrado is not authorized to provide dial tone in Illinois. In its certification proceeding in this state (as SCC), Intrado expressly stated that it would not supply dial tone, SCC Communications Corp., Application for a Certificate of Authority to Provide Telecommunications Services in Illinois, Dckt. 00-0606, Order at 2 (Dec. 20, 2000) and Amendatory Order, (Jan. 31, 2001) (together, "SCC Certification Order"), and we included that fact in formal findings (Findings 6 & &) in that case.

[33] "Because we find that the term 'comparable' means that the services retain the key characteristics and qualities of the telephone exchange service definition under subparagraph (A), we reject the argument that subparagraph (B) eliminates the requirement that telephone exchange service permit 'intercommunication' among subscribers within a local exchange area." Advanced Services Order, para. 30.

[34] Advanced Services Order, para. 23; cited at Intrado IB at 13 and AT&T IB at 6.

Advanced Services Order and the Directory Assistance Order that intercommunicating service "refers to a service that permits a community of interconnected customers to make calls to one another."[35]

The parties interpret the quoted terms differently, however. AT&T asserts that virtually *all* customers in an exchange area must be able to intercommunicate with virtually *all other* customers in the exchange area via the requesting carrier's service. AT&T IB at 6-7. Intrado argues that the interconnected community need only consist of the intended subscriber (a PSAP) and its potential "customers" (persons needing emergency services) with the exchange area. The issue thus framed by the parties is whether intercommunicating service must inter-link (like a traditional CLEC) all potential subscribers or just the providers and potential users of a niche service (in this case, 911 service).

While the FCC has not precisely defined the scope of intercommunication that a provider must offer to meet the definition of telephone exchange service, the inferences reasonably drawn from the cited FCC decisions do not favor Intrado. In the Directory Assistance Order, on which Intrado places considerable reliance, the FCC concluded that certain DA providers furnish the requisite intercommunication for telephone exchange service[36]. But, as discussed above, the key attribute of such DA service, the FCC found, is not the basic number look-up function. Rather, it is the call completion service (to the caller's requested telephone number) that certain DA providers offer[37]. Call completion enables the end-user to reach telecommunications customers beyond the DA service provider.

Thus, nothing in the Directory Assistance Order suggests that performing traditional number look-up service, or establishing a part of the telecommunications pathway for performing that service, constitutes the requisite intercommunication for telephone exchange service. Intercommunication between callers and DA number retrieval systems (or live personnel) is not enough. The caller must be able to communicate, via the DA provider's service, with other interconnected telecommunications customers. Is Intrado's 911 service, then, sufficiently like the call completion service the FCC characterized as an intercommunicating service?

As discussed above, Intrado's planned service permits the personnel of its PSAP customer to receive an inbound emergency call and transfer it, when necessary, to another PSAP. The transferring PSAP remains involved in the call, at least initially, via the conference function. Such transfers are limited to other PSAP's served by Intrado

[35] Advanced Services Order, para. 23; Directory Assistance Order, para. 17; cited at Intrado IB at 13 and AT&T IB at 6.

[36] The Commission notes that the Directory Assistance Order did not address interconnection under subsection 251(c)(2) of the Federal Act. Rather, the FCC considered whether DA providers furnish telephone exchange service for the purpose of determining their eligibility for nondiscriminatory access to ILEC DA databases under subsection 251(b)(3).

[37] Moreover, not all call completion falls within the statutory definition. Call completion has to occur through the DA's own facilities or via resale, with a separate charge to the caller. Directory Assistance Order, para. 22.

(and to non-Intrado PSAPs and related agencies under certain circumstances previously described). Such transfers remain within the designated 911 network (Intrado's or - with connected selective routers - another 911 telecommunications provider's), in order to retain ALI and properly provide the emergency response that the caller seeks. Tr. 74 (Hicks).

The Commission therefore finds that Intrado's call transfer capability is not sufficiently like the call completion service that met the intercommunication test in the Directory Assistance Order. In the DA context, after the caller obtains information from the DA provider, s/he can elect to communicate with a large and diverse number of other telecommunications customers connected to the PSTN in the exchange area (at least those customers with published numbers), for purposes entirely different than the purpose of the initial call to the DA provider (*i.e.*, to obtain a telephone number). In contrast, Intrado's 911 service permits no more than a transfer to another PSAP for further (and joint) handling of the original purpose of the call. Thus, the "community of interconnected customers" made accessible to the DA caller is dramatically different than the single transferee made accessible through Intrado's 911 service[38].

In the Advanced Services Order, on which Intrado also relies, the FCC held that telecommunications accomplished through xDSL-based advanced services provide intercommunication (and constitute telephone exchange service)[39]. The FCC rejected an ILEC's suggestion that the relevant xDSL-based service was analogous to private line service[40], which is not telephone exchange service. Although an xDSL subscriber must initially designate an internet service provider or other third-party for receipt of high speed data transmissions, the FCC emphasized that the subscriber, "with relative ease," can "rearrange the service to communicate with any other subscriber on [the packet switched] network."[41] The FCC also stressed that the customer can perform that rearrangement without disconnecting service or requesting an additional line. In contrast, a private line subscriber would have to order an additional line to communicate with additional telecommunications customers.

A comparison between xDSL-based advanced services and Intrado's 911 service can be performed from the perspective of the end-user or the PSAP subscriber. For the end-user, 911 service enables communication only with a predetermined PSAP served by Intrado. At most, the PSAP can, in turn, transfer the call to another PSAP (also served by Intrado, unless there are connected selective routers). Transfer is not at the end-user's behest, and the end-user, by design, cannot communicate with any other person or entity via 911 dialing. From the PSAP's perspective, call transfer is the only

[38] Curiously, after repeatedly comparing 911 callers to DA callers, for the purpose of showing that its 911 service provides intercommunication, Intrado IB at 13-16, Intrado asserts on exceptions that "[a]nalysis of Intrado's 911 service should *not* be from the perspective of the 911 caller." Intrado BOE at 4 (emphasis added).

[39] Advanced Services Order, para. 24.

[40] Private line service is "a service whereby facilities for communications between two or more designated points are set aside for the exclusive use or availability of a particular customer and authorized users during stated periods of time." 47 CFR §21.2.

[41] Advanced Services Order, para's. 24 & 25.

enabled and permissible outbound telecommunications option under Intrado's service. Any other outbound call, including a call-back to the end-user, requires an additional administrative line over the PSTN. Indeed, the PSAP cannot communicate *with anyone* via 911 service except as a call recipient. Thus, the PSAP and 911 caller cannot "make calls to one another," as the Advanced Services Order requires for intercommunication[42].

The Commission finds it significant that the FCC did not reject the ILEC argument in the Advanced Services Order that "services offered over a predesignated transmission path do not constitute telephone exchange service."[43] Rather, it found the cases cited in support of that argument "readily distinguishable," because the services involved in those cases were offered via private lines. While AT&T implies that Intrado's 911 service is equivalent to private line service, AT&T RB at 7, the Commission need not and does not reach that conclusion. For our purposes here, we simply determine that Intrado's 911 service is not sufficiently similar to xDSL-based advanced services to sustain a finding, based on the Advanced Services Order, that Intrado's 911 service provides intercommunication. The services involved in the Advanced Services Order afforded the end-user subscriber substantially greater access to, and control over, communication with other subscribers and end-users than does Intrado's 911 service, which enables communication solely between end-users and a designated PSAP (with possible call transfer to another PSAP).

That said, the Commission is mindful of Intrado's recommendation to interpret these FCC decisions broadly, with a predilection toward fostering competitive entry. That is a constructive request, and the Commission has endeavored to ascertain the meaning of each relevant decision as a whole. Intrado is correct that the FCC has construed the Federal Act in a manner that accommodates technological advancement and advanced product offerings. The FCC has not, however, relaxed the intercommunication requirement.

In the Advanced Services Order, for example, the FCC determined that, "in this era of converging technologies," it would not limit the federal definition to voice service[44] and it would construe the law to include packet switching (along with the traditional circuit switching). But the FCC did not modify the scope of the "community of interconnected customers"[45] necessary for telephone exchange service. To the contrary, it reiterated that it had "long interpreted the traditional telephone exchange definition to refer to 'the provision of individual two-way voice communication by means of a central switching complex to interconnect *all subscribers* within a geographic area.'"[46] And the FCC twice expressly stated in the Advanced Services Order that xDSL-based service permitted interconnection because a customer could reconfigure

[42] *Id*., para. 23.
[43] *Id*., para 25.
[44] *Id*. at 21.
[45] *Id*. at 23.
[46] Advanced Services Order, para. 20, (emphasis added), citing, among other cases, its post-1996 decision in Application of Bell South for Provision of In-Region, InterLATA Services in Louisiana, 13 FCC Rcd. 20599, 20621 (1998) ("Bell South Order").

the service "to communicate with *any other customer*" located on the packet-switched network.[47]

The Directory Assistance Order relies upon the Advanced Services Order without explicitly or implicitly altering the treatment of intercommunication contained in the latter decision. When the FCC says, in the Directory Assistance Order, that the call completion feature of some DA services allows "an interconnected community of customers to make calls to one another,"[48] it is plainly referring to call recipients other than the DA service itself (the functional equivalent of the PSAP in this analysis).

Consequently, the Commission does not agree with Intrado that "911 callers, PSAPs and first responders," Intrado IB at 14, constitute an interconnected community within the meaning of the FCC orders discussed here. We need not adopt AT&T's concept of the interconnected community - virtually *all* telephone subscribers in an exchange area (an effectively impossible standard for any carrier today) - to conclude that the interconnected community, for purposes of defining telephone exchange service, encompasses a more varied inter-customer communication than an inbound-only hub-and-spoke arrangement in which all calls must end with the hub PSAP (or another PSAP via call transfer).

This is not a question, as Intrado suggests (Intrado RB at 6), of whether intercommunication is limited to voice communication or whether non-traditional services or technologies can provide interconnection. The FCC decisions discussed here have already answered those questions. The real issue posed by the intercommunication requirement is whether telecommunications customers have access to a multiplicity of other customers of their own choosing within the exchange area. The x-DSL service in the Advanced Services Order and the call completion service in the Directory Assistance Order supply such access, while Intrado's 911 service does not.

The Florida Commission did not directly address intercommunication, since it rejected Intrado's petition for lack of call origination. The Ohio Commission found that intercommunication via Intrado's 911 service is "minimal" but nonetheless sufficient for telephone exchange service, because the Federal Act does not "quantify" intercommunication[49]. The FCC, however, *has* analyzed intercommunication quantitatively, in the sense of requiring inter-access among multiple customers through the telecommunications provider's system, not mere one-way communication to a single end-point. Again, in both the Advanced Services Order and the Directory Assistance Order, the FCC describes the intercommunication necessary for telephone exchange service as enabling "a community of interconnected customers to make calls to one another." [50] Thus, as the FCC has viewed it to date (and Intrado has premised its case in large measure on the FCC' construction of the Federal Act), intercommunication involves cross-communication among a multiplicity of end-points.

[47] *Id*., para. 24 & para. 25, fn. 61 (emphasis added).
[48] Directory Assistance Order, para. 17.
[49] Ohio Arbitration, *supra*, at 15.
[50] Advanced Services Order, para. 23; Directory Assistance Order, para. 21.

Accordingly – and as we did with regard to call origination - the Commission will diverge from the result we reached with respect to intercommunication in the SCC Arbitration. In that docket, we said that "SCC transports a portion of an Emergency 9-1-1 call" and found that sufficient for intercommunication. SCC Arbitration at 6. There are important differences between that case and this one. Intrado has altered its array of services, the Directory Assistance Order was not analyzed in our 2001 Order and, as AT&T observes, our 2001 Order can be fairly read to have assigned to AT&T's predecessor the burden of proof and persuasion regarding intercommunication. AT&T IB at 14. Nonetheless, the Commission did say in the SCC Arbitration that transport of 911 calls constituted intercommunication and we expressly acknowledge that we are revising our position here. Transport of 911 calls from an ILEC's 911 tandem to a terminating PSAP, by itself, is not intercommunication under the Federal Act, as interpreted by the FCC. Unlike the call completion service in the Directory Assistance Order, terminating 911 transport does not interconnect a community. It delivers a single-purpose communication to a pre-designated termination point.

c) Service Within a Telephone Exchange or Connected Exchange System of the Character Ordinarily Furnished by a Single Exchange

Part A of the federal definition of telephone exchange service also requires "service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge." With regard to the first clause in this quotation, the FCC said that "`exchange service' generally refers to service within local calling areas which is covered by an exchange service charge, as distinct from 'toll service' between exchanges for which there is a separate additional charge."[51] In more common parlance, service within a telephone exchange is "local" calling.

The second clause in the quoted text refers to a group of exchanges that are treated like a single exchange, for reasons of public policy or local custom (often denominated as "extended [or expanded] area service"). In such circumstances, calls that traverse exchange boundaries within the connected group of exchanges are still "local."

The FCC also said that, "[t]he concept of an exchange area is based on geography and regulation, not equipment. An exchange might have one or several central offices."[52] Consequently, the FCC differentiates between local (telephone exchange) service and toll (exchange access) service by "looking to the end points of the communication,"[53] to determine whether they are in the same geographic unit.

[51] Advanced Services Order, para. 17, fn. 42.
[52] Bell South Order, 13 FCC Rcd. 20623, fn. 68.
[53] Advanced Services Order, para. 16.

Thus, to constitute telephone exchange service, a service must enable calling from one point within the geographic exchange area to another point in that area.

Applying the foregoing principles to the xDSL service in the Advanced Services Order, the FCC determined that some xDSL traffic terminated locally (and was, therefore, telephone exchange service) and some did not (and was, therefore, classifiable as exchange access). Importantly, however, the fact that xDSL-based communications could fall into either category did not mean that ILECs were excused from the obligations imposed on them by subsection 251(c), including interconnection. Rather, *insofar as xDSL was terminated locally*, the FCC expressly found that the duties associated with local exchange service were applicable[54]. The FCC reiterated this principle in the Directory Assistance Order. The "ability [to provide exchange access] does not cancel or otherwise nullify the telephone exchange service that the DA provider has the ability to provide."[55]

Thus, even assuming for the sake of argument that Intrado's proposed 911 service would handle some calls that terminated beyond the local exchange area, the service would still constitute local exchange service (if it satisfied the other elements of the federal definition), *to the extent that* the service enabled local calling. There is no question that Intrado's 911 service will facilitate 911 calls that originate and terminate within the same exchange area. Indeed, 911 service is essentially local, since its core purpose is to link the caller to the responders that can most quickly and readily provide assistance. Thus, Intrado satisfies the "geographic" element in the federal definition of local exchange service, and it does not matter, in this context, that it might also facilitate 911 calling to PSAPs outside the local exchange area[56].

d) Exchange Service Charge

The federal definition of telephone exchange service additionally requires that the service within the pertinent exchange area be covered by the "exchange service charge." This requirement is difficult to apply, because the FCC has not been entirely clear about its purpose or its contours. For example, in the Advanced Services Order, the FCC stated that the exchange service charge "comes into play only for the purposes of distinguishing whether or not a service is a local (telephone exchange) service, by

[54] For clarity: in the Advanced Services Order, the principal proponent of the argument that xDSL is not telephone exchange service was an ILEC that provided xDSL. The ILEC did not want such service classified as either telephone exchange service or exchange service, so that the unbundling requirements of subsection 251(c)(3) would be inapplicable. Thus, the Advanced Services Order was not addressing the nature of a CLEC's competitive services and it was not about interconnection (except insofar as interconnection would be an additional ILEC obligation if xDSL constituted either telephone exchange service or exchange access).

[55] Directory Assistance Order, para. 19, fn. 54.

[56] In fact, Intrado would be entitled to interconnection under subsection 251(C)(2)(A) if it provided *both* telephone exchange service and exchange access. However, it expressly denies that it will offer exchange access, Tr. 109 (Spence-Lenss), and, as we hold above, it does not satisfy other elements of the federal definition of telephone exchange service.

virtue of being part of a 'connected system of exchanges,' and not a `toll' service."[57] To that extent, the FCC seems to conflate the exchange service charge component of the federal definition with the telephone exchange boundary component discussed in the preceding section of this Decision.

The FCC also said in the Advanced Services Order that the name or title of a service in a carrier's bills does not determine whether it is an exchange service charge. "[I]n a competitive environment, where there are multiple local service providers and multiple services, there will be no single 'exchange service charge.'"[58] The FCC adopted this approach to preclude ILECs from distorting the nature of a charge by simply calling it something other than an exchange service charge[59]. However, the FCC also noted that it was describing a service that "otherwise satisfies the telephone exchange service definition."[60] Thus, while billing nomenclature does not determine the nature of the service, the functionality of the service does. Charges associated with a service that is equivalent to the service a subscriber receives for a traditional exchange service charge satisfy the federal definition.

Applying the foregoing principles in the Advanced Services Order, the FCC concluded that an x-DSL charge constituted an exchange service charge, because "an end-user obtains the ability to communicate within the equivalent of an exchange area as a result of entering into a service and payment agreement with a provider of a telephone exchange service."[61] In the Directory Assistance Order, the FCC, relying expressly on the principles articulated in the Advanced Services Order, found that the per-call charge paid by an end-user for DA call completion was also an exchange service charge, primarily because call completion was "unquestionably local in nature."[62]

In the present case, Intrado's potential customers would be PSAPs, not end-users. Are the rates that an Intrado-served PSAP would pay for 911 service analogous to an end-user's exchange service charge? Because Intrado's 911 service does not "otherwise satisf[y] the telephone exchange service definition" (because it does not enable call origination or intercommunication), it is not analogous. However, if Intrado's 911 service did satisfy the other elements of the federal definition, the Commission, mindful of the FCC's particularly flexible treatment of the exchange service charge in the Advanced Services Order and the Directory Assistance Order, would likely take a different view of Intrado's 911 charge. That is, if a service that enables only inbound calls from points throughout an exchange area to a single termination point were deemed to provide call origination and intercommunication, we would likely hold that the associated rate constitutes an exchange service charge.

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[57] Advanced Services Order, para. 27. (The FCC reiterated this principle in the Directory Assistance Order, at para. 19.)
[58] *Id*., para. 28.
[59] Again, as mentioned in an earlier footnote, the Advanced Services Order involved an ILEC's services, not a competitor's.
[60] Advanced Services Order, para. 28.
[61] *Id*., para. 27. (The FCC also repeated this principle in the Directory Assistance Order, at para. 19.)
[62] Directory Assistance Order, para. 19.

The Commission notes that our assessment of this element of the federal definition is largely abstract, since Intrado's recurring 911 service charges are only described summarily in the tariff in evidence here[63]. Consequently, irrespective of our conceptual view of what constitutes an exchange service charge within the meaning of the federal definition and the cited FCC cases, the Commission could not, on the present record, definitively determine that Intrado's proposed 911 rates include a charge that is, in fact, an exchange service charge.

e) Comparison to AT&T'S 911 Service

In addition to its argument that its own proposed 911 service falls within the federal definition of telephone exchange service, Intrado emphasizes that AT&T's 911 service is much like Intrado's and is referred to in AT&T's tariffs as a "telephone exchange communication service." Intrado IB at 20. This is further proof, Intrado says, that its own service is telephone exchange service.

The Commission does not agree that the text in AT&T's tariff is significant or that it permits the inference Intrado makes. The tariff language and the federal definition, while similar, are differently worded and there is no apparent reason to assume that AT&T was trying to track the federal definition. Since "telephone exchange communication service" is not a statutory term in either Illinois or federal law, we accept AT&T's explanation that it is merely a functional description of the service[64].

A more substantial concern is whether AT&T's comparable 911 service enables either call origination or intercommunication. The tariff suggests it does not. Although it is a detailed document, the tariff (and the service it contemplates) can be fairly summarized (like Intrado's comparable 911 service) by one of its "Terms and Conditions" - "911 Service is furnished to the customer only for the purpose of *receiving* reports of emergencies from the public."[65]

Also, whether AT&T provides telephone exchange service is not dependent upon the nature of its 911 service. AT&T is an ILEC, and it unquestionably supplies telephone exchange service, apart from its 911 offerings. If, however, AT&T (like Intrado) proposed to provide *only* the 911 service described in its tariff, the Commission

[63] AT&T Ex. 1, Sch. PHP-3, P.U.C.O., Tariff No. 1, Sec. 5, Orig. Page 11 ("Intelligent Emergency Network Rates and Charges"). In Intrado's Ohio tariff (which Intrado describes as similar to its Illinois tariff), the precise elements that comprise recurring services such as 911 Routing Service and ALI Management Services are not delineated. Moreover, these services are priced on an individual case basis. Also, the Commission cannot determine whether these services involve usage-sensitive pricing, but such pricing can properly be included within an exchange service charge. Bell South Order, 13 FCC Rcd at 20623.

[64] "[The AT&T tariff] refers to 'telephone exchange communication service' because it is a communication service that is offered in an exchange." AT&T RB at 14.

[65] Intrado Ex. 4 (Spence-Lenss), Attach. 3 (AT&T tariff, Ill. C.C. No. 20, Part 8, Sec. 3, 1st Revised Sheet No. 10, Sec. C ("Terms and Conditions"), sub. 2 (emphasis added).

would likely reach the same conclusion it reaches today concerning Intrado's 911 service[66].

f) The Pro-Competitive Policy in Applicable Law

More generally (as we noted earlier), Intrado has called upon this Commission to consider its arbitration Petition in light of the pro-competitive policies and intentions embedded in both federal and Illinois law. Additionally, Intrado stresses the critical importance of reliable 911 service, emphasizing the technological innovations Intrado's 911 service ostensibly includes. The Commission agrees with Intrado's view of applicable telecommunications and public safety policies, and we have no reason to doubt the quality of Intrado's 911 services (or, for that matter, the quality of AT&T's 911 services). The Commission is therefore receptive to statutory interpretation that advances the law's intentions and enhances public safety.

Nevertheless, the Commission is neither willing nor authorized to expand the specific provisions of the law beyond their apparent meaning. The Congress did not say that *any* market entrant is entitled to interconnection under subsection 251(c)(2). Rather, it described the entrants entitled to such interconnection with particularity. Irrespective of this Commission's interest in expanding competition, we cannot exceed the limits established by the Congress.

The Commission observes that Intrado chose its business model with full knowledge of the Federal Act. Its efforts to obtain interconnection under the Federal Act for that business model have not been entirely successful, at least thus far. It may occur that Intrado will modify its business plan to obtain interconnection more readily. It may also occur that the FCC, whether in its own right or through its Wireline Bureau, will construe the Federal Act differently than we do here. In either case, this Commission would certainly consider another interconnection request with those new circumstances in mind. Today's result is limited to the record in this particular case and the current state of the law, including the absence of an FCC ruling regarding the status of stand-alone 911 service as "telephone exchange service."

g) Commission Discretion to Arbitrate

As an alternative to its preferred outcome (rejection of Intrado's request for interconnection under subsection 251(c)(2)), AT&T contends that the Commission has discretion under the Federal Act to decline to entertain Intrado's interconnection Petition. AT&T IB at 14. Intrado disagrees. Intrado RB at 13, fn. 62. AT&T does not cite authority expressly conferring discretion on the state commissions. Instead, AT&T apparently relies on what it believes to be the absence of compulsory language in subsection 252(b) of the Federal Act (even though the title of that subsection is "Agreements Arrived at Through Compulsory Arbitration"). However, AT&T overlooks subsection 252(b)(4)(C), which provides that "[t]he State commission *shall* resolve each

[66] Indeed, AT&T states (albeit for purposes of this litigation) that its 911 service is not a telephone exchange service. AT&T RB at 15.

issue set forth in the petition and the response…and *shall* conclude the resolution of any unresolved issues not later than 9 months after the date on which the local exchange carrier received the request under this section." (Emphasis added). "Shall" is a compulsory term in a statute. It precludes discretion with regard to what "shall" be done. Unless there is precedent from the FCC or a superior court that interprets the Federal Act differently on this point (and AT&T has not cited any), the Commission cannot decline to consider Intrado's Petition.

That said, the Commission recognizes that the State Corporation Commission of Virginia "deferred" Intrado's comparable interconnection petitions in that state to the FCC[67]. The Virginia Commission concluded that the FCC was "the more appropriate agency" to determine the threshold issue of Intrado's right to interconnection under Section 251[68]. That commission cited a Virginia statute that apparently provides discretion to defer arbitration issues. It is not clear how a state statute trumps the mandatory federal provision quoted above, but, in any event, the Virginia Commission dismissed the petitions there (an action that arguably constitutes the resolution of issues contemplated by subsection 252(b)(4)(C)). After dismissal, Intrado successfully petitioned the FCC, under subsection 252(e)(5) of the Federal Act, to assume preemptive jurisdiction of Intrado's Virginia interconnection petitions, on the ground that the state commission had "fail[ed] to carry out its [arbitration] responsibility," as subsection 252(e)(5) stipulates. The FCC's Wireline Competition Bureau issued orders preempting the Virginia Commission[69].

We will not defer this proceeding to the FCC. As stated above, this Commission does not possess the authority to refrain from resolving the issues framed by the parties. Intrado's Virginia arbitrations were preempted by the FCC pursuant to Intrado's petitions under subsection 252(e)(5), and we assume that deferral by us would be similarly regarded as a failure to arbitrate. Moreover, we believe that, like the Florida Commission, we have correctly interpreted and applied the Federal Act by concluding that Intrado's proposed 911 service is not telephone exchange service within the meaning of the federal definition. And since the Virginia Commission's deferral has already caused that threshold issue to be presented to the FCC, deferral by this Commission would add nothing to the process of discerning the Federal Act's meaning. The FCC's Wireline Competition Bureau will issue a decision and it will resonate among

[67] *E.g.*, Petition of Intrado Comm. of Virginia Inc. for Arbitration to Establish an Interconnection Agreement with Central Telephone Co. of Virginia d/b/a Embarq and United Telephone-Southeast, Inc. d/b/a Embarq, under Sec. 252(b) of the Telecommunications Act of 1996, Order of Dismissal, Feb. 14, 2008.

[68] *Id*., at 2. Although the Virginia Commission focused on the threshold issue of Intrado's interconnection rights, it deferred to the FCC all of the issues presented by the arbitrating parties.

[69] The procedural history of the FCC's preemption of Intrado's Virginia petitions is summarized in the Wireline Competition Bureau's December 9, 2008 Order that consolidates Petition of Intrado Comm. of Virginia Inc. Pursuant to Sec. 252(e) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Arbitration of an Interconnection Agreement with Central Telephone Co. of Virginia and United Telephone-Southeast, Inc., FCC WC Dckt. 08-33, and Petition of Intrado Comm. of Virginia Inc. Pursuant to Sec. 252(e) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Arbitration of an Interconnection Agreement with Verizon South Inc. and Verizon Virginia Inc., FCC WC Dckt. 08-185.

the state Commissions (including this one)[70]. Furthermore, by issuing a final arbitration decision, we enable Intrado to seek review in the federal District Courts under subsection 252(e)(6), thereby obtaining additional federal guidance on the meaning of the Federal Act.

h) Summary – "Telephone Exchange Service"

Intrado's 911 service is not telephone exchange service within the meaning of the federal definition in §153(47). It does not enable its PSAP customers to originate calls, as required by Part B of that definition. It does not facilitate intercommunication, whether by its PSAP customers or by the end-users initiating emergency calls, as required by Parts A and B of that definition. It does provide service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area (even if it also provides service beyond an exchange area). It appears to furnish service under an exchange service charge (although the precise nature of its recurring charges cannot confirmed by the evidentiary record). Based on the foregoing conclusions, the Commission resolves this issue as AT&T recommends, concluding that AT&T has no duty to interconnect with Intrado under subsection 251(c)(2) of the Federal Act.

i) Subsection 251(a) of the Federal Act

The ALJ's Proposed Arbitration Decision ("PAD") in this case contained the same summary and conclusions regarding subsection 251(c)(2) that appear in the immediately preceding subsection of this final Arbitration Decision. In its Exceptions to the PAD, Intrado argued that even if the Commission rules out arbitration under 251(c), it should nonetheless resolve the other arbitration issues in this case under the rubric of subsection 251(a)[71]. Intrado BOE at 6-10. Intrado correctly emphasizes that subsection 251(a) of the Federal Act requires all carriers to interconnect. Intrado also accurately recounts our prior decisions obligating ILECs to both negotiate[72] and arbitrate[73] under 251(a) to accomplish such interconnection with a telecommunications carrier. Intrado stresses that subsection 251(a) - unlike subsection 251(c) - does not oblige the carrier requesting interconnection to provide telephone exchange service.

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[70] When the FCC preempts a state arbitration under subsection 252(e)(5), it "assume[s] the responsibility of the State Commission…and act[s] for the State Commission," not in its own right. Moreover, decisions are rendered by the FCC's Wireline Competition Bureau, rather than by the FCC Commissioners. Nevertheless, the Bureau's decisions are accorded considerable persuasive weight and frequent citation by the state commissions. Thus, with a successful outcome before the Bureau, Intrado would presumably re-petition for interconnection in states that had rejected its original request.

[71] Staff correctly points out that Intrado failed to comply with the requirement in 83 Ill. Adm. Code 761.430(b) that exceptions to a PAD must be accompanied by proposed replacement language. Staff RBOE at 1. Nonetheless, because Intrado's request for application of subsection 251(a) raises important legal and policy issues, the Commission will address it despite the procedural deficiency.

[72] Cambridge Telephone Co. et al.,Petition for Declaratory Relief and/or Suspension or Modification Relating to Certain Duties Under Sections 251(b) and (c) of the Federal Telecommunications Act, Dckt. 05-0259, Order, July 13, 2005 ("Cambridge Telephone").

[73] Sprint Communications LP, Petition for Consolidated Arbitration with Certain Illinois ILECs Pursuant to Section 252 of the Telecommunications Act of 1996, Dckt. 05-0402, Order, Nov. 8, 2005.

Intrado recites our own observation that subsection 251(a) "contains no restrictions on who may interconnect with whom."[74] Based on these points, as well as on the subsection 251(a) negotiations and arbitrations required by other state commissions[75], Intrado urges this Commission to exercise the authority conferred by subsection 251(a) to address the specific interconnection disputes in the other issues presented here.

The Commission cannot do what Intrado requests. Whether or not Intrado can request negotiation and arbitration under 251(a), and whether or not the Commission has the authority to conduct such arbitration, Intrado has not properly invoked that authority here. Under subsection 252(b)(4)(A) of the Federal Act, the "[s]tate commission *shall limit* its consideration…to the issues set forth in the petition and in the response."[76] Issue 1 in this proceeding does not address subsection 251(a). Rather, it expressly asks whether Intrado has an interconnection right *under subsection 251(c)*. And that is, in fact, the question addressed by the parties. "Specifically, Intrado asks the Commission to find [that]…*Section 251(c) provides the appropriate framework for interconnection arrangements* between competitors like Intrado and ILECs like AT&T." Intrado IB at 6 (emphasis added). "This case involves a petition for Section 252(b) arbitration between a requesting carrier and an ILEC regarding a request for interconnection *under Section 251(c)(2)*. AT&T IB at 1 (emphasis added).

Consequently, both Staff and AT&T oppose Intrado's recommendation to arbitrate issues under 251(a). "There are…no open issues under Section 251(a) properly before the Commission to resolve. The Commission should therefore decline Intrado's eleventh-hour invitation to arbitrate Section 251(a) issues for which Intrado declined to seek arbitration." Staff RBOE at 2-3. "Because there was no request to arbitrate any issue regarding Section 251(a) and no request for interconnection under Section 251(a), there is no 'open issue' regarding Section 251(a) and thus nothing that the Commission could lawfully decide." AT&T RBOE at 8.

Indeed, Intrado has strenuously opposed any agreement other than a subsection 251(c) agreement throughout this proceeding. "AT&T's proposal that Intrado can operate pursuant to a non-section 251(c) agreement with AT&T should likewise be rejected." Intrado RB at 14. The entire thrust of Intrado's presentation in this case is that it proposes to compete with AT&T for PSAP customers and that "ILEC-to-competitor relationships are governed by Section 251(c)." *Id*. at 27. Intrado could have, as an alternative basis for interconnection, framed an arbitration concerning its rights under subsection 251(a). It was certainly aware of prior state commission precedent with respect to subsection 251(a) arbitration[77]. Instead, Intrado placed its entire bet on

[74] Cambridge Telephone, at 13.
[75] *See*, cases cited in Intrado's BOE at 8, fn. 34 (from the public utility commissions in California, Indiana, Iowa, New York, North Dakota and Washington).
[76] 47 U.S.C. 252(b)(4)(A) (emphasis added).
[77] Footnote 14 to this Arbitration Decision discusses *Intrado's own experience* regarding subsection 251(a) before the Ohio Commission. Footnote 66, above, concerns several state commission arbitration decisions discussing subsection 251(a), all cited in Intrado's BOE. Footnote 64 identifies an arbitration conducted by *this Commission* under subsection 251(a), which Intrado also cites in its BOE. We note

the success of a request under subsection 251(c). Consequently, no issue regarding 251(a) arbitration was presented to satisfy the requirements of subsection 252(b)(4)(A) - and, as a matter of fair process, neither AT&T nor Staff were apprised of the need to address such an issue[78].

Furthermore, the difference between the rights and duties of parties to subsection 251(a) arbitration, as contrasted with subsection 251(c) arbitration, are hardly trivial. Subsection 251(c) affords a requesting carrier certain rights that are more advantageous than the rights afforded by subsection 251(a). For example, subsection 251(c)(2)(B) of the Federal Act requires an ILEC to allow interconnection "at any feasible point within" the ILEC's network. This enables a competitor to choose the feasible interconnection point most favorable to its interests. Subsection 251(a), by its terms, does not impose the same duty on an ILEC[79]. Thus, certain disputes under 251(a) would be governed by different regulations, precedents and principles than those applicable to 251(c) disputes.

In the instant case, the parties in fact framed and argued their issues entirely under subsection 251(c). This is particularly so with respect to two of the most significant issues in this arbitration (as measured by the attention they have received in the parties' testimonies and briefs) – issues 7 and 10[80]. For Issue 7 (which pertains to selective E911 call routing when multiple PSAPs are served by a single AT&T end office), Intrado specifically relies on principles embedded in 251(c), particularly technical feasibility and the "equal in quality" requirement in subsection 251(c)(2)(C). Intrado IB at 41-49. AT&T's response is similarly grounded in 251(c). AT&T RB at 28-34. Likewise, Intrado's federal law arguments for Issue 10 (which concerns whether AT&T is required to establish points of interconnection on Intrado's network) are completely based on subsection 251(c)[81], as is AT&T's reply[82]. Consequently, these specific issues are neither presented for resolution, nor argued in fact, under subsection 251(a).

Additionally, the Commission observes that Intrado does not acknowledge that its belated attempt to transform this proceeding into a subsection 251(a) arbitration contradicts Intrado's fundamental position in this and other states. Intrado expressly declared that it "cannot provide 911/E911 services in Illinois today…without interconnection to the PSTN *pursuant to 251(c)*." Intrado IB at 23 (footnote omitted)

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that the requesting carrier in that case expressly sought arbitration under 251(a); it was not an eleventh-hour or "fallback" request after recommended denial of 251(c) arbitration.

[78] Like Intrado, AT&T was also aware that subsection 251(a) might have been introduced in this arbitration, and AT&T relied – fairly - on its understanding that disputes under that subsection had not been presented to the Commission ("Neither Intrado nor AT&T has sought interconnection under Section 251(a) or arbitration of any issue related to Section 251 (a)," AT&T RB at 39, fn. 29).

[79] Subsection 251(a) contemplates direct or indirect interconnection. The precise contours of the subsection 251(a) interconnection requirement - as distinct from the subsection 251(c) interconnection requirement - were addressed (among other issues) in Docket 05-0402, cited above, at 23-29.

[80] The resolution of these issues would also affect the outcome of certain other issues (*e.g.*, Issue 8).

[81] *E.g.*, "[Intrado's preferred interconnection configuration] is the standard of interconnection to be applied *pursuant to Section 251(c)(2)(C)* under a request for interconnection to provide competitive 911 services to PSAPS." Intrado IB at 60 (emphasis added); and more generally, Intrado IB at 53-65.

[82] AT&T RB at 38-41.

(emphasis added). It would have been instructive for Intrado to explain why it now believes it can furnish competitive 911 service under the less generous terms and conditions available for subsection 251(a) interconnection. Similarly, Intrado could have constructively discussed why it now believes that subsection 251(a) interconnection is lawful for Intrado's proposed services. Intrado, which describes itself as AT&T's competitor[83], told the Ohio Commission (in *opposition to* that commission's *sua sponte* application of subsection 251(a)) "that Section 251(c), not Section 251(a), governs all ILEC-competitor interconnections."[84] The absence of such explanation hardly compels this Commission to resort to subsection 251(a), particularly when specific disputed issues and Intrado's arbitration request in general are specifically predicated on subsection 251(c).

AT&T presents an additional and significant argument against subsection 251(a) arbitration – that the Federal Act does not authorize the state commissions to arbitrate disputes arising under that subsection. "[I]ssues purportedly arising under Section 251(a), which does not involve ILECs in particular or any of the special obligations imposed on ILECs…are not subject to compulsory arbitration under Section 252(b)." AT&T RBOE at 12. In fact, AT&T contends, the Federal Act (as least in subsection 251(c)(1)) does not even require an ILEC to *negotiate* with respect to the interconnection obligations imposed on carriers by subsection 251(a). *Id*. "[H]ence the only issues that can be subject to compulsory arbitration under Section 252(b), are those involving obligations on an ILEC under Sections 251(b) and (c)." *Id*. (relying in large measure on a U.S. District Court case in Texas)[85].

Despite AT&T's arguments, the Commission will not render an opinion on the nature or scope of subsection 251(a) arbitration here. Doing so would contradict our determination that 251(a) arbitration is not part of this proceeding, having never been requested by either party for any issue in the Petition or Response. The fact that 251(a) arbitration was *first* discussed in briefs on exceptions does not merely support that determination; it also demonstrates that this critical threshold issue has not received the thorough analysis it would have undergone had it been framed as a disputed issue at the outset of the case (as it should have been to qualify for arbitration under the Federal Act).

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[83] "Intrado will be a direct competitor of AT&T in Illinois." Intrado Ex. 4 at 5.

[84] Petition of Intrado Communications, Inc. for Arbitration to Establish an Interconnection Agreement with Cincinnati Bell Telephone Company, P.U.C.O. Case No. 08-537-TP-ARB, Entry on Rehearing (Jan. 14, 2009) at 3 (para. 5). The Commission notes that AT&T's RBOE in this case was accompanied by a document that Intrado filed in the cited Ohio proceeding, along with another document from a similar proceeding. Those documents were not offered as evidence in this proceeding, and administrative notice was not requested. Accordingly, they were not considered by the Commission in this docket. Our discussion of events in the cited Ohio proceeding is based solely on the Ohio Commission's orders.

[85] Sprint Communications Co. v. Public Utility Commission of Texas, 2006 WL 4872346 (W.D. Tex. 2006). AT&T also disagrees with Intrado's view of the meaning of several state commission decisions (cited in Intrado's BOE at 8, fn. 34) relating to arbitration under subsection 251(a). AT&T RBOE at 15, fn. 11. Additionally, AT&T cites two commission decisions rebuffing subsection 251(a) arbitration (Colorado and West Virginia). *Id*. at 17-18.

Thus, nothing in this Arbitration Decision is intended to preclude Intrado from requesting interconnection under subsection 251(a), from requesting negotiation of issues associated with such interconnection (or issues pertaining to any other matters governed by 251(a)), or from requesting arbitration before this Commission. Should Intrado seek such arbitration, the Commission would perform its duty to resolve issues properly framed in accordance with Section 252, including the threshold issue of whether interconnection disputes under subsection 251(a) can or must be arbitrated by a state commission pursuant to the Federal Act. Without intending to prejudge that threshold issue in any respect, the Commission notes (as mentioned above) that we have previously arbitrated interconnection issues under the rubric of subsection 251(a)[86].

Issues 2-5, 7-12, 15, 17-18, 22-29, 33-36

The Commission resolved Issue 1, above, with the finding that AT&T has no duty to interconnect with Intrado pursuant to subsection 251(c)(2) of the Federal Act, because Intrado's proposed 911 service is not "telephone exchange service" within the meaning of the federal definition at 47 USC §153(47). Accordingly, no mandatory ICA will emanate from this arbitration. It necessarily follows that the ICA terms proposed by the parties in connection with the other issues in this proceeding cannot be approved. Therefore, in order to implement subsection 252(c)(1) of the Federal Act, which mandates that our resolution of open issues "meet the requirements of Section 251," the Commission resolves each of the other issues in this arbitration with the finding that no proposed ICA language is consistent with the requirements of Section 251, since no ICA is required under subsection 251(c)(2). All disputes regarding proposed ICA terms have been rendered moot and superfluous by our resolution of Issue 1.

V. STAFF'S REQUEST FOR A GENERIC PROCEEDING

Staff requests a Commission directive to prepare a report and draft order initiating a generic proceeding for issues relating to competitive 911 service. Staff asserts that this arbitration "raises issues that implicate the rights and interests of numerous entities" outside the case. Staff IB at 36. Presumably, Staff is principally referring to the PSAPs/ETSBs that manage and fund the 911 system, and the incumbent 911 telecommunications providers whose systems might require modification as competitive providers emerge. Staff's testimony suggests some of the issues that might be constructively addressed in a generic proceeding (such as modification of existing ETSB system planning), and posits further that 83 Ill. Adm. Code 725 might need to be revised to accommodate competitive entry for 911 service. Staff Ex. 3 (Schroll).

Staff's interest in a comprehensive approach to 911 competitive entry is patently sensible. In view of Intrado's revised contention that interconnection agreements between competitive 911 providers and ILECs can be formed under subsection 251(a),

[86] Sprint Communications LP, Petition for Consolidated Arbitration with Certain Illinois ILECs Pursuant to Section 252 of the Telecommunications Act of 1996, Dckt. 05-0402, Order, Nov. 8, 2005.

and in view of AT&T's asserted willingness to accomplish interconnection through a commercial agreement (which AT&T apparently does not regard as a 251(a) agreement), additional competitive 911 providers might well seek to serve Illinois ETSBs. Given that likelihood, we concur with the Florida Commission that "there may be potential unintended consequences that affect more than just the current parties [to arbitration,"[87] and that "all potentially affected parties should be consulted and afforded an opportunity to weigh in."[88] Furthermore, as Staff correctly notes, we are charged by the terms of the Emergency Telephone Safety Act[89] with establishing technical and operational standards to govern the provision of 911 service, competitive or otherwise, within this state. Accordingly, we will approve Staff's recommendation for an appropriate 911 proceeding[90].

VI. FINDINGS AND ORDERING PARAGRAPHS

The Commission, having considered the entire record and being fully advised in the premises, is of the opinion and finds that:

(1) Intrado has petitioned this Commission for arbitration under subsection 252(b) of the Federal Act, for the purpose of executing an Interconnection Agreement with AT&T;

(2) the Commission has jurisdiction of the parties hereto and the subject matter hereof;

(3) the recitals of fact and conclusions reached in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact;

(4) Intrado's proposed 911 service is not telephone exchange service within the meaning of §153(47) of the Federal Act; therefore, AT&T has no duty under subsection 251(c)(2) of the Federal Act to interconnect with Intrado and Issue 1 herein should be resolved accordingly;

(5) based on Finding (4), above, no interconnection agreement should be required under subsection 251(c)(2), and all other issues presented in this proceeding (Issues 2-5, 7-12, 15, 17-18, 22-29, 33-36), which pertain to the terms and conditions to be included in such an agreement, should be resolved by declaring them superfluous and moot.

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[87] Petition by Intrado Communications, Inc., for Arbitration with BellSouth Telecommunications, Inc., d/b/a AT&T Florida, Fla. Pub. Serv. Comm'n. Dckt. 070736-TP, Final Order (Dec. 3, 2008), at 8.
[88] *Id*. at 9.
[89] 50 ILCS 750.
[90] AT&T suggests that industry workshops might constructively *precede* a docketed proceeding. AT&T RBOE at 21. The Commission believes that would needlessly slow the process Staff envisions, particularly when workshops can be conducted *within* a docketed proceeding.

(6) the Commission has authority under the Emergency Telephone Systems Act to determine the technical and operational standards for 911 systems, including interconnection, and should open a generic proceeding with the intent of promulgating regulations regarding the provision of competitive 911 services; Staff should be directed to prepare an appropriate report and draft Order initiating such a proceeding.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that Issue 1 in this arbitration shall be resolved by determining that Intrado's proposed 911 service is not telephone exchange service within the meaning of §153(47) of the Federal Act and that, therefore, AT&T has no duty under subsection 251(c)(2) of the Federal Act to interconnect with Intrado.

IT IS FURTHER ORDERED that Issues 2-5, 7-12, 15, 17-18, 22-29, 33-36 shall be resolved by determining that no interconnection agreement between Intrado and AT&T is required under subsection 251(c)(2), and that, therefore, those issues are superfluous and moot.

IT IS FURTHER ORDERED that the Staff of the Commission shall prepare a report concerning issues pertinent to the provision of competitive 911 service, and shall prepare and present to the Commission a draft order initiating a generic proceeding concerning those issues.

Entered this 17th day of March, 2009.

BY ORDER OF THE COMMISSION

Before the
PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Petition of Intrado Communications Inc. for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with United Telephone Company of Ohio and United Telephone Company of Indiana (collectively, "Embarq")	Case No. 07-1216-TP-ARB

APPLICATION FOR REHEARING OF INTRADO COMMUNICATIONS INC.

Pursuant to §§ 4903.10 of the Revised Code and Rule 4901-1-35 of the Ohio Administrative Code, Intrado Communications Inc. ("Intrado Comm"), by its attorneys, respectfully seeks rehearing of the Commission's September 24, 2008 Arbitration Award as unreasonable and unlawful. The reasons for rehearing are explained in the attached Memorandum in Support.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.

/s/ Chérie R. Kiser

Chérie R. Kiser
Angela F. Collins
Cahill Gordon & Reindel LLP
1990 K Street, N.W.
Suite 950
Washington, D.C. 20554
202-862-8900 (telephone)
202-862-8958 (facsimile)
ckiser@cgrdc.com
acollins@cgrdc.com

Its Attorneys

Craig W. Donaldson
Senior Vice President - Regulatory Affairs

Rebecca Ballesteros
Associate Counsel

Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503
720-494-5800 (telephone)
720-494-6600 (facsimile)

Dated: October 24, 2008

MEMORANDUM IN SUPPORT OF APPLICATION FOR REHEARING

Intrado Communications Inc. ("Intrado Comm") is pleased that, pursuant to the Arbitration Award (the "Award") issued by the Public Utilities Commission of Ohio ("Commission") on September 24, 2008, Intrado Comm will have the opportunity to offer Ohio counties and Public Safety Answering Points ("PSAPs") a competitive alternative for their 911/E911 services. The Commission is to be commended for recognizing that the issues raised in this proceeding are of "significant public interest" as they "directly impact the provisioning of uninterrupted emergency 9-1-1 service in the state of Ohio."[1] In awarding Intrado Comm an interconnection agreement with United Telephone Company of Ohio and United Telephone Company of Indiana (collectively, "Embarq") that is subject to Commission review, oversight, and enforcement,[2] and in finding that Intrado Comm is entitled to arbitration pursuant to Section 252(b) of the federal Communications Act of 1934, as amended (the "Act"),[3] the Commission is helping to further Intrado Comm's goal of providing Ohio public safety agencies and consumers with a reliable, competitive 911 system.

Despite the many positive findings, the Award fails in several ways to comply with a key requirement of the Act: to ensure that incumbent local exchange carriers ("ILECs") like Embarq provide competitive carriers like Intrado Comm with interconnection that is at least equal in quality to that which they provide to themselves and other parties interconnecting to their own network.[4] Intrado Comm therefore respectfully requests that the Commission grant a rehearing in this matter to reconsider or clarify the issues detailed below.

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1 *Award* at 15.

2 *Id.*

3 *Award* at 9.

4 *See* 47 U.S.C. § 251(c)(2)(C).

I. THE COMMISSION ERRED IN CONCLUDING THAT SECTION 251(C) DOES NOT APPLY WHEN INTRADO COMM IS THE 911/E911 SERVICE PROVIDER

The Commission erred in subjecting Intrado Comm to an inequitable and unreasonable double standard — the determination that Section 251(c) governs Intrado Comm's interconnection with Embarq in certain situations, but not in others. Section 251(c) is applicable whenever a competitor seeks to interconnect with an ILEC, so long as that competitor is a "telecommunications carrier" and is providing "telephone exchange service" (which the Commission has already found to be true of Intrado Comm).[5] This is the case regardless of who is providing service to whom or on whose network the connection is to take place. Once interconnection is requested by a competitor, the ILEC is obligated to negotiate an agreement for the mutual exchange of traffic; it is not the case (as the Commission suggests) that the competitor requests the exchange of traffic one way and the ILEC then requests the exchange of traffic the other way.[6]

In ruling that Intrado Comm is not entitled to Section 251(c) interconnection where it is the 911/E911 service provider, the Commission has created an unreasonable distinction that has no basis in law and impermissibly strips Intrado Comm of the rights it is entitled to by virtue of its status as a competitive telecommunications carrier providing telephone exchange service. The Award thus runs afoul of the plain meaning of the Act and disregards the fundamental policy

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[5] 47 U.S.C. § 251(c)(2).

[6] *See* Direct Testimony of Thomas W. Hicks on behalf of Intrado Communications Inc. at 13, lines 20-21 and 14, lines 1-2 (Intrado Comm Hearing Exhibit 4) (hereinafter "Hicks"). Embarq's narrow view of "mutual exchange of traffic," which focuses on the one-way nature of 911 calls is inappropriate. The Federal Communications Commission ("FCC") has found that intercommunication among subscribers within a local exchange area is the hallmark of telephone exchange services. *See, e.g., Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 385, ¶ 30 (1999) ("*Advanced Services Order*"). And "one-way" services are often addressed in Section 251(c) interconnection agreements (*see, e.g.*, Embarq Template Interconnection Agreement at Section 56.3 (terms and conditions for the exchange of 800 traffic)).

goal of the Act: to promote competition in the marketplace and provide competitive carriers a reasonable opportunity to access a market historically controlled by the ILECs.[7]

A. Section 251(c) Governs Interconnection between an Incumbent and a Competitor in All Circumstances

The Commission concluded in its Certification Order that Intrado Comm is entitled to Section 251(c) rights with respect to its 911/E911 service because it is a telecommunications carrier providing telephone exchange service.[8] This determination was absolutely correct. Section 251(c) provides that all ILECs have the duty to interconnect with a competitor upon request, so long as that competitor is providing "telephone exchange service."[9] The Commission properly determined that Intrado Comm is a telecommunications carrier and is providing telephone exchange service (the only prerequisites the Act requires) and thus, pursuant to the plain terms of Section 251(c) is entitled to interconnection with an ILEC (like Embarq) upon request. This determination is grounded in the law, and in fact was reaffirmed by the Commission in the Award.[10]

Given the Commission's clear ruling that Intrado Comm is a telecommunications carrier providing telephone exchange service and is entitled to Section 251(c) rights, the analysis of this issue should have ended there and the Commission should have proceeded to evaluate the terms of the parties' proposed interconnection agreement in order to ensure that Intrado Comm would receive interconnection "that is at least equal in quality to that provided by the local exchange

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7 *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, 11 FCC Rcd 15499, ¶¶ 16, 18 (1996) ("*Local Competition Order*") (intervening history omitted), *aff'd by AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366 (1999).

8 *Application of Intrado Communications, Inc. to Provide Competitive Local Exchange Services in the State of Ohio*, Finding and Order at Finding 7 ("*Certification Order*").

9 47 U.S.C. § 251(c).

10 *Award* at 13.

carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection," as required by Section 251(c).[11] However, despite properly denying Embarq's attempt to reopen the question of whether Intrado Comm is a telecommunications carrier providing telephone exchange service,[12] the Commission inexplicably and unreasonably reversed course, departing from the clear guidance of the Certification Order[13] and the unambiguous terms of the Act, and sought to evaluate Intrado Comm's entitlement to Section 251(c) rights based on "the specifics of its request in this arbitration proceeding."[14]

Adopting Embarq's position, the Commission determined that Intrado Comm was requesting three "distinctive scenarios for interconnection" and held that its entitlement to Section 251(c) rights would be evaluated separately in respect of each scenario.[15] This determination was an error of law. The clear language of the Act provides that an ILEC must comply with the requirements of Section 251(c) whenever a competitor seeks interconnection (so long as it is, as the Commission has already found Intrado Comm to be, a telecommunications carrier providing telephone exchange service). The Act does not leave the Commission with the discretion to adjust its requirements or determine that the ILEC is only required to comply with its obligations based on the case-specific facts in the parties' proposals. Neither Embarq nor the Commission provide any legal or public policy reason to justify this novel interpretation of

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11 47 U.S.C. § 251(c)(2)(C).

12 *Award* at 13.

13 The Commission's disregard for its earlier findings runs counter to the Ohio courts' instruction that the Commission must "respect its own precedents in its decisions to assure the predictability which is essential in all areas of the law, including administrative law" (*Cleveland Elect. Illum. Co.* v. *Pub. Util. Comm.*, 42 Ohio St. 2d 403, 431 (1975)) and the guidance of the U.S. Court of Appeals for the Sixth Circuit that "[i]t is axiomatic that an administrative agency must conform with its own precedents or explain its departure with them." (*Ohio Fast Freight, Inc.* v. *U.S.*, 574 F.2d 316, 319 (6th Cir. 1978)).

14 *Award* at 7.

15 *Award* at 5.

Section 251(c), the interpretation runs afoul of the plain language and purpose of the Act, and it should be reversed on rehearing.

Evaluating the fact specific scenarios of the parties' proposal is neither contemplated nor required by the Act. Nevertheless, in each of the so-called "distinctive scenarios for interconnection" evaluated by the Commission, the interconnection at issue is between an ILEC (Embarq) and a competitor who is a telecommunications carrier providing telephone exchange service (Intrado Comm). Because Section 251(c) clearly applies *whenever* such a competitor seeks interconnection from an ILEC, even if the Commission would like to consider the scenarios separately, the determination that Section 251(c) applies must be the same in all three. The Act and the FCC's rulings are clear that all ILEC-CLEC interconnection is governed by Section 251(c), not Section 251(a).[16] Specifically, the FCC has stated that ILECs are required by Section 251(c)(2) to allow competitors to interconnect while interconnection arrangements between "non-incumbent carriers" are governed by Section 251(a).[17] This statement reaffirmed the FCC's earlier findings that the interconnection obligations of ILECs when dealing with other ILECs are governed by Section 251(a).[18] ILEC-to-competitor relationships are governed by Section 251(c).[19]

In enacting Section 251, the FCC was cognizant of the historical reality that ILECs exercised complete dominion over the telecommunications industry and the associated marketplace and thus had no incentive to enter into business arrangements with competitors on

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16 *Local Competition Order* ¶ 997.

17 *Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration, et al.*, 17 FCC Rcd 27039, n.200 (2002) ("*Virginia Arbitration Order*").

18 *Local Competition Order* ¶ 220.

19 *Local Competition Order* ¶ 997.

fair and commercially reasonable terms.[20] Indeed, in order to foster competition — which is the grounding principle of the Act — the Congress and the FCC specifically designed Section 251 and the implementing rules to address the unequal bargaining power manifest in negotiations between ILECs and competitors.[21] The goal of Section 251(c) is to provide all competitors access to the public switched telephone network ("PSTN") on equal terms, to equalize bargaining power, and to ensure that new entrants can compete with incumbent providers.[22] The FCC specifically recognized that the "commercial negotiation" of Section 251(a) interconnection would not be feasible given the ILECs' "incentives and superior bargaining power."[23] Commercial negotiations would not provide competitors with the interconnection necessary for competitors to "compete directly with the [ILEC] for its customers and its control of the local market."[24]

To that end, Section 251(c) requires an ILEC to enter into an agreement with a new entrant on just, reasonable, and nondiscriminatory terms to enable the competitor's customers to place calls to and receive calls from the ILEC's subscribers.[25] Section 251(a) — which the Commission applies to Intrado Comm's request for interconnection in certain scenarios — provides no such protection.[26] The reason is obvious — Section 251(a) is designed to address situations where carriers with equal bargaining power (two incumbents or two non-incumbents)

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20 *Local Competition Order* ¶ 10.

21 *Local Competition Order* ¶ 15 (the "statute addresses this problem [of the incumbent's "superior bargaining power"] by creating an arbitration proceeding in which the new entrant may assert certain rights"); *see also id.* ¶ 134 (noting that because the new entrant has the objective of obtaining services and access to facilities from the incumbent and thus "has little to offer the incumbent in a negotiation," the Act creates an arbitration process to equalize this bargaining power).

22 S. Rep. No. 104-23, at 20 (1995).

23 *Local Competition Order* ¶ 15.

24 *Local Competition Order* ¶ 55.

25 47 U.S.C. § 251(c)(2)(D).

26 47 U.S.C. § 251(a).

seek to interconnect their networks. Because parties with equal bargaining power do not require the protections provided by Section 251(c), Section 251(a) does not require them. In short, the key to determining whether interconnection should be governed by 251(a) or 251(c) is the bargaining power of the parties. When parties with equal bargaining power seek interconnection, Section 251(a) applies; when parties with unequal bargaining power (like Intrado Comm and Embarq) seek interconnection, Section 251(c) applies.

By ruling that Intrado Comm is limited to Section 251(a) interconnection in certain scenarios, the Commission has impermissibly and unreasonably restricted the rights and protections it is entitled to as a competitive telecommunications carrier providing telephone exchange service. There is no question that the "interconnection obligations under Section 251(a) differ from the obligations under Section 251(c)."[27] For example, the FCC determined that Section 251(c) specifically imposes obligations on ILECs to interconnect with competitors, but that this type of direct interconnection is not required under Section 251(a).[28] Moreover, interconnection under Section 251(a) would not provide Intrado Comm with interconnection on just, reasonable, and nondiscriminatory terms, access to unbundled network elements or collocation. Intrado Comm is entitled to Section 251(c) rights by virtue of its status as a competitive telecommunications carrier providing telephone exchange service, and without these rights, it will face barriers that could make it impossible for it to compete in the marketplace. Intrado Comm does not have equal bargaining power with the ILEC Embarq and thus should not be limited to only the rights provided by Section 251(a).[29] This is precisely the result the Act

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27 *Local Competition Order* ¶ 997.

28 *Local Competition Order* ¶ 997.

29 By stripping Intrado Comm of the rights and protections provided by Section 251(c), the Commission is impermissibly treating Intrado Comm like an ILEC with equal bargaining power with Embarq. The ability to treat a non-incumbent carrier as an ILEC is strictly limited to the situations outlined in Section 251(h). The Commission

was designed to avoid and the Commission's ruling — in promoting its novel determination that Intrado Comm's entitlement to Section 251(c) is dependent not on its status as a competitive telecommunications carrier providing telephone exchange service, but on the fact specific details of the requested interconnection — is unreasonable and contrary to law.

B. The Overarching Impact of the Commission's Determination Regarding the Applicability of Section 251(c) Makes Rehearing of this Issue Critical

Rehearing on the issue of whether Section 251(c) should apply to Intrado Comm as a 911/E911 service provider is necessary because this question is so critical as to influence almost every other finding in the Award.

In the analysis of Issues 10 and 13, which involve the points of interconnection ("POIs") between the parties' networks, the error of limiting Intrado Comm to Section 251(a) interconnection resulted in the further error of failing to address Intrado Comm's arguments relating to the number and location of POIs to be required.[30] By declining to require Embarq to establish two POIs on Intrado Comm's network, or to deliver its traffic to an Intrado Comm selective router located outside Embarq's service territory,[31] the Commission failed to guarantee Intrado Comm interconnection arrangements equal in quality to what Embarq provides itself and others. Had the Commission applied the standards set forth in Section 251(c) as it was required to do by virtue of Intrado Comm's status as a competitive telecommunications carrier providing telephone exchange service, it would have been obligated to address Intrado Comm's arguments

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has never found — nor could it — that Intrado Comm satisfies the conditions set forth in Section 251(h). Treating Intrado Comm as an ILEC is thus contrary to the requirements of the Act. Likewise the Commission cannot find Embarq is entitled to CLEC treatment without a formal finding pursuant to Section 251(h) that it is no longer an ILEC.

30 *Award* at 29-30, 33-34.

31 *Id.*

relating to the "equal in quality" requirement and its determinations relating to the required number and location of POIs would likely have been materially different.

The Commission's erroneous Section 251(c) determination reverberates again in the discussion surrounding Issue 14. The Commission correctly recognizes the need for the parties to establish a framework for interconnection and interoperability of their networks through inter-selective router trunking[32] and sensibly adopts Intrado Comm's practical language for scenarios in which a PSAP does not want to provide technical input for transfer of 911 calls.[33] However, the Commission inexplicably departs from its previous findings in the Certification Order in determining that inter-selective routing agreements are subject to Section 251(a).[34] In the Certification Order, the Commission previously mandated interoperability through the implementation of inter-selective router trunking.[35] This interoperability falls squarely under the realm of Section 251(c),[36] which has the goal of ensuring seamless exchange of information between an ILEC and a competitor.

C. The Commission Impermissibly Exceeded Its Authority By Requiring that the Parties Segregate "Section 251(a) Provisions" From "Section 251(c) Provisions"

The Commission erred in requiring the parties to delineate in the interconnection agreement which provisions relate to Section 251(c) and which to Section 251(a).[37] This

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32 *Award* at 36.

33 *Id.*

34 *Id.*

35 *Certification Order* at Finding 12.

36 Volume II Transcript at 47-48 (Hicks) ("the intent of 251 is to ensure you can have seamless interoperable techniques instead of islands of communication"); *see also Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, 11 FCC Rcd 19392, ¶ 178 (1996) (defining "interoperability" as "the ability of two or more facilities, or networks, to be connected, to exchange information, and to use the information that has been exchanged").

37 *Award* at 15.

unreasonable requirement leaves the parties with an interconnection agreement that is vulnerable to misinterpretation and ongoing disputes. Moreover, there is no evidence that Embarq's Section 251 agreements with other carriers are similarly delineated and thus similarly vulnerable.[38] Section 251(c)(2)(D) requires Embarq to provide interconnection with Intrado Comm "on rates, terms, and conditions that are ... non discriminatory."[39] Subjecting Intrado Comm to an interconnection agreement with terms that will undeniably lead to confusion and misinterpretation while not subjecting other carriers to the same fate is discriminatory and violative of Embarq's duties under Section 251(c)(2)(D). In requiring an agreement that runs afoul of Embarq's Section 251(c) obligations, the Commission has exceeded the scope of its authority under the Act. Section 252(c)(1) requires that, in resolving open issues pursuant to Section 251 arbitration, the state commission "ensure that such resolution and conditions meet the requirements of Section 251."[40] By requiring a condition in the parties' agreement that will cause Embarq to violate its Section 251(c)(2)(D) obligations, the Commission has violated Section 252(c)(1).

II. THE COMMISSION ERRED IN ITS DETERMINATIONS REGARDING REQUIRED POIs

The Commission's discussion of Issues 10 and 13, which involve the establishment of POIs on the parties' networks, contain several factual and legal errors that warrant reconsideration.

First, the Commission erroneously states that the parties have agreed to a single POI at Embarq's selective router for the exchange of 911 traffic.[41] In fact, the parties have agreed to

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38 *See, e.g.* Embarq Template Interconnection Agreement.

39 47 U.S.C. § 251(c)(2)(D).

40 47 U.S.C. § 252(c)(1).

41 *Award* at 29.

establish the POI at Embarq's selective router only when Embarq is the 911/E911 service provider.[42] Embarq's selective router would not be the location of the POI when Intrado Comm is the 911/E911 service provider.[43] The Commission should clarify this factual error. *Second*, the Commission improperly adopts language that would require Intrado Comm to establish multiple POIs on Embarq's network for the exchange of non-911 traffic.[44] *Third*, and most importantly, the Commission improperly declines to require Embarq to establish two geographically diverse POIs on Intrado Comm's network.[45]

A. The Agreement Should Not Contain Language Requiring Intrado Comm to Establish Multiple POIs on Embarq's Network

The Commission erred in adopting language requiring Intrado Comm to establish additional POIs on Embarq's network for the exchange of non-911 traffic.[46] Under Section 251(c), which should apply to Intrado Comm's interconnection agreement with Embarq, a competitor is entitled to establish a single POI on an ILEC's network for the exchange of non-911 traffic.[47] The language of the parties' interconnection agreement should be consistent with the law. Additional POIs at Embarq's end office for the exchange of non-911 traffic should have been determined to be unlawful and rejected for inclusion in the parties' interconnection agreement.

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42 *See* Resolved Issues Matrix at 7 (Section 55.2.1(d)) (as submitted with Intrado Comm's Arbitration Package).

43 *See id.*

44 *Award* at 29.

45 *Award* at 29-30, 33.

46 *Award* at 29.

47 *Developing a Unified Intercarrier Compensation Regime*, 16 FCC Rcd 9610, ¶ 112 (2001) ("*Intercarrier Compensation NPRM*") ("[A]n ILEC must allow a requesting telecommunications carrier to interconnect at any technically feasible point, including the option to interconnect at a single POI per LATA.").

The Act and the FCC's rules do not permit Embarq to dictate the POIs that Intrado Comm may use to exchange non-911 traffic with Embarq's network. Under the law, Intrado Comm as the competitor has the right to choose the location of the POIs on the incumbents' network, including the right to establish a single POI for the exchange of non-911 traffic.[48] Consistent with federal law, this Commission has found that competitors are entitled to a single POI.[49]

Embarq's concerns regarding the effect of the language on its interconnection agreements with other parties[50] are not relevant in the context of negotiating an equitable agreement between Embarq and Intrado Comm. The interconnection agreement at issue here should be tailored to the needs of *these* parties, not to the concerns of Embarq as it negotiates interconnection with other entities. In addition, the Commission's reasoning that "there is no harm" in retaining broad language that may become applicable "should attending conditions become relevant at a later point in time"[51] has no basis in the law and is in direct conflict with its position in other areas of the Award where the Commission strikes harmless language simply because it may not become applicable until Intrado Comm expands its certification.[52]

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48 47 U.S.C. § 251(c)(2); 47 C.F.R. § 51.305(a) ("[a]n incumbent LEC shall provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network . . . at any technically feasible point within the incumbent LEC's network"); *Virginia Arbitration Order* ¶ 52 ("competitive LECs may request interconnection at any technically feasible point"); *Developing a Unified Intercarrier Compensation Regime,* 16 FCC Rcd 9610, ¶ 112 (2001) ("*Intercarrier Compensation NPRM*") ("[A]n ILEC must allow a requesting telecommunications carrier to interconnect at any technically feasible point, including the option to interconnect at a single POI per LATA.").

49 Rule 4901:1-7-06(A)(5), O.A.C.

50 *Award* at 28.

51 *Award* at 29.

52 *Award* at 20.

Requiring Intrado Comm to establish multiple POIs for the exchange of non-911 traffic is an error of law. The Commission should grant rehearing, reverse its decision, and require that this provision be deleted from the interconnection agreement.

B. Embarq Should Be Required to Establish Two POIs, at Geographically Diverse Locations, on Intrado Comm's Network

The Commission's determination that Embarq is not required to establish two, geographically diverse POIs on Intrado Comm's network[53] is unreasonable and erroneous as a matter of law. The Commission should reverse this finding and instead determine that Embarq is required to establish, at minimum, two geographically diverse POIs on Intrado Comm's network.

As the Commission notes, the FCC is currently considering requiring redundancy in the 911/E911 network in an effort to improve network reliability.[54] The Commission has provided no compelling reason for its dismissal of the policy goals behind this ongoing review, and of the recommendation of the FCC's Network Reliability and Interoperability Council, that 911 circuits be diversified over multiple and diverse interoffice facilities.[55] Both parties are in agreement that redundancy in the sphere of 911 calls serves to benefit public safety.[56] The Commission, pursuant to its mandate under Section 253(b) to impose requirements for the benefit of public safety and welfare[57] should thus require the establishment of two, geographically diverse POIs on Intrado Comm's network for delivery of 911 calls.

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53 *Award* at 29, 33.

54 *Award* at 29.

55 *See Findings and Recommendations Pertaining to Emergency Service Network Reliability: Report to the Network Reliability Council by the Essential Communications During Emergencies Team* (January 12, 1996) at 36 (Hicks at TH-8).

56 Intrado Comm Reply Br. at 17-18; Embarq Brief at 17-18.

57 47 U.S.C. § 253(b).

More fundamentally, the Commission erred in not requiring Embarq to establish two, geographically diverse POIs on Intrado Comm's network because this is precisely the quality of interconnectivity Embarq provides itself when it is functioning as a 911/E911 provider.[58] Intrado Comm is entitled, pursuant to Section 251(c), to interconnectivity that is at least equal in quality to that provided by the [ILEC] to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection."[59] The FCC's rules echo this requirement and state that the equal in quality requirement is not limited to the quality perceived by end users because creating such a limitation may allow ILECs to discriminate against competitors in a manner imperceptible to end users while still providing the ILEC with advantages in the marketplace.[60] Moreover, the FCC specifically determined that Section 251(c)(2) requires ILECs (like Embarq) to provide competitors (like Intrado Comm) interconnection that is at least equal in quality to the interconnection the ILEC provides itself for routing 911 and E911 calls to PSAPs.[61]

In the Award, the Commission disregarded Intrado Comm's argument that the POI arrangement it seeks is equal in quality to the connectivity that Embarq provides itself because the Commission found that Section 251(c) did not apply when Intrado Comm was acting as the 911/E911 provider and Section 251(a) does not contain an "equal in quality" requirement.[62] As discussed more fully above, the finding that Section 251(c) did not apply was erroneous and the Commission should now consider Intrado Comm's valid arguments and reverse its decision as to this issue.

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58 *See* Maples at 22, lines 9-10; *see also* Hicks at TH-11 (describing the way in which competitors terminate 911/E911 service traffic on Embarq's network); Embarq Template Interconnection Agreement at § 55.1.3 (stating "Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem").

59 47 U.S.C. § 251(c)(2)(C).

60 47 C.F.R. § 51.305(a)(3); *Local Competition Order* ¶ 224.

61 *Virginia Arbitration Order* ¶ 652.

62 *Award* at 29, 33.

Embarq has acknowledged that it routinely implements diverse and redundant trunking within its own network,[63] and Embarq's witness likewise concedes that "diverse routing is – is good"[64] and "redundancy makes a more reliable network."[65] In today's environment, when Embarq is the designated 911/E911 service provider, it requires all competitive carriers serving end users in that geographic area to bring their end users' 911 calls to the Embarq selective router serving the PSAP to which the 911 call is destined.[66] Embarq maintains multiple selective routers within each of its geographic service areas and requires carriers to connect to each and every one so that their end users' 911 calls can be connected.[67] Intrado Comm simply seeks similar physical connectivity for its competitive 911 service offering to PSAPs.

The type of interconnection Intrado Comm seeks from Embarq is to treat Embarq "with parity in the manner in which the ILECs have treated the CLECs and the wireless providers," which Embarq requires to terminate 911/E911 service calls on its network when it is the designated 911/E911 service provider.[68] Embarq has not demonstrated why the interconnection arrangements it imposes on other competitors (or provides itself) when Embarq is the designated 911/E911 service provider are not equally applicable when Intrado Comm is the designated 911/E911 service provider. The Act entitles Intrado Comm to interconnection "that is at least equal in quality to that provided by the [ILEC] to itself or to any subsidiary, affiliate, or any

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63 Embarq Response to Intrado Comm Interrogatory 2(d) (Attachment 2 to Intrado Comm's Initial Brief).

64 Volume III Transcript at 95, line 18 (Maples).

65 Volume III Transcript at 91, lines 16-17 (Maples).

66 Maples at 22, lines 9-10; *see also* Hicks at TH-11 (describing the way in which competitive local exchange carriers ("CLECs") terminate 911/E911 service traffic on Embarq's network).

67 *See* Embarq Template Interconnection Agreement at § 55.1.3 (stating "Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem").

68 Volume II Transcript at 37, lines 23-24 to 38, lines 1-6 (Hicks).

other party to which the carrier provides interconnection."[69] The Commission should thus adopt the POI arrangement Intrado Comm requests and require Embarq to establish, at minimum, two geographically diverse POIs on Intrado Comm's network

III. THE COMMISSION SHOULD GRANT REHEARING TO CLARIFY ITS REQUIREMENTS REGARDING TRANSFER OF ALI BETWEEN SELECTIVE ROUTERS

In its Certification Order, the Commission ruled that Intrado Comm is required to ensure "call/data transferability" within countywide systems and to other adjacent countywide systems.[70] In the Award, the Commission contradicts this order and rules that Embarq will only be required to transfer automatic location information ("ALI") between selective routers serving PSAP customers to the extent that: (1) Embarq deploys the functionality in its own network, (2) Intrado Comm agrees to compensate Embarq for the functionality, or (3) the parties come to a mutual agreement on ALI transferability between PSAPs.[71] Intrado Comm understands this portion of the Award to mean that when any one of the three criteria is met, Embarq will be required to transfer ALI between selective routers serving PSAP customers. In other words, Embarq will be required to transfer ALI between selective routers (and Intrado Comm will not be required to compensate Embarq for the functionality) if Embarq deploys that functionality in its own network. Intrado Comm requests that the Commission clarify that this is in fact the way the provision should be understood. Moreover, Intrado Comm seeks clarification that if Embarq transfers ALI between selective routers on its own network, whether it is the service provider for both PSAPs at issue or another carrier services one of the PSAPs, the requirement that Embarq

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69 47 U.S.C. § 251(c)(2)(C).

70 *Certification Order* at Finding 12.

71 *Award* at 37.

"deploy that functionality on its own network" has been satisfied and Embarq will be required to transfer ALI between selective routers serving PSAP customers.

IV. CONCLUSION

For these reasons, the Commission should grant rehearing and vacate the Award to the extent requested herein.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.

/s/ Chérie R. Kiser

Chérie R. Kiser
Angela F. Collins
Cahill Gordon & Reindel LLP
1990 K Street, N.W.
Suite 950
Washington, D.C. 20554
202-862-8900 (telephone)
202-862-8958 (facsimile)
ckiser@cgrdc.com
acollins@cgrdc.com

Its Attorneys

Craig W. Donaldson
Senior Vice President - Regulatory Affairs

Rebecca Ballesteros
Associate Counsel

Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503
720-494-5800 (telephone)
720-494-6600 (facsimile)

Dated: October 24, 2008

CERTIFICATE OF SERVICE

I, Angela F. Collins, certify that on the 24th day of October 2008, I served a copy of the foregoing Application for Rehearing of Intrado Communications Inc. on the following via electronic mail.

/s/ Angela F. Collins
Angela F. Collins

Joseph R. Stewart
Senior Counsel
Embarq
50 W. Broad Street, Suite 3600
Columbus, OH 43215
joseph.r.stewart@embarq.com

Susan Masterton
Senior Counsel
Embarq
1313 Blair Stone Road
Tallahassee, FL 32301
susan.masterton@embarq.com

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In

Case No(s). 07-1216-TP-ARB

Summary: App for Rehearing Intrado Communications Inc. Application for Rehearing of Arbitration Award electronically filed by Angela F Collins on behalf of Intrado Communications Inc.

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

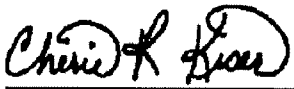
In the Matter of the Petition of Intrado Communications Inc. for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with Cincinnati Bell Telephone Company	)	Case No. 08-537-TP-ARB

APPLICATION FOR REHEARING OF INTRADO COMMUNICATIONS INC.

Pursuant to §§ 4903.10 of the Revised Code and Rule 4901-1-35 of the Ohio Administrative Code, Intrado Communications Inc. ("Intrado Comm"), by its attorneys, respectfully seeks rehearing of the Commission's October 8, 2008 Arbitration Award as unreasonable and unlawful. The reasons for rehearing are explained in the attached Memorandum in Support.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.



Chérie R. Kiser
Angela F. Collins
Cahill Gordon & Reindel LLP
1990 K Street, N.W.
Suite 950
Washington, D.C. 20554
202-862-8900 (telephone)
202-862-8958 (facsimile)
ckiser@cgrdc.com
acollins@cgrdc.com

Its Attorneys

Craig W. Donaldson
Senior Vice President - Regulatory Affairs

Rebecca Ballesteros
Associate Counsel

Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503
720-494-5800 (telephone)
720-494-6600 (facsimile)

Dated: November 7, 2008

MEMORANDUM IN SUPPORT OF APPLICATION FOR REHEARING

Intrado Communications Inc. ("Intrado Comm") appreciates that the *CBT Arbitration Award* issued by the Public Utilities Commission of Ohio ("Commission") on October 8, 2008 will provide Intrado Comm with the opportunity to offer Ohio counties and public safety answering points ("PSAPs") a competitive alternative for their 911/E911 services in some manner. The *CBT Arbitration Award*, however, does limit Intrado Comm's ability to compete because it: (1) fails to find that interconnection between a competitor like Intrado Comm and an incumbent local exchange carrier ("ILEC") like Cincinnati Bell Telephone Company ("CBT") is subject to Section 251(c) of the Communications Act of 1934, as amended ("Act");[1] and (2) fails to adopt Intrado Comm's proposed interconnection arrangements to ensure Intrado Comm receives interconnection from CBT that is at least equal in quality to that which CBT provides to itself and other parties interconnecting to its own network.[2] Intrado Comm therefore respectfully requests that the Commission grant rehearing on these issues. In addition, Intrado Comm respectfully requests that the Commission clarify the *CBT Arbitration Award* and confirm that Intrado Comm is entitled to obtain unbundled network elements ("UNEs") pursuant to Section 251(c) to provide service to its PSAP customers.

I. THE COMMISSION ERRED IN CONCLUDING THAT SECTION 251(C) DOES NOT APPLY WHEN INTRADO COMM IS THE 911/E911 SERVICE PROVIDER

The Commission concluded in the *Certification Order* that Intrado Comm is entitled to Section 251(c) rights with respect to its 911/E911 service because it is a telecommunications

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1 47 U.S.C. § 251(c).

2 47 U.S.C. § 251(c)(2)(C).

carrier providing telephone exchange service.[3] This determination was absolutely correct. Section 251(c) provides that all ILECs have the duty to interconnect with a competitor upon request, so long as that competitor is providing "telephone exchange service."[4] The Commission properly determined that Intrado Comm is a telecommunications carrier and is providing telephone exchange service (the only prerequisites the Act requires) and thus, pursuant to the plain terms of Section 251(c) is entitled to interconnection with an ILEC (like CBT) upon request. This determination is grounded in the law, and was reaffirmed by the Commission in both the *CBT Arbitration Award*[5] and the *Embarq Arbitration Award*.[6]

Given the Commission's clear ruling that Intrado Comm is a telecommunications carrier providing telephone exchange service and is entitled to Section 251(c) rights, the analysis of this issue should have ended there and the Commission should have proceeded to evaluate the terms of the Parties' proposed interconnection agreement in order to ensure that Intrado Comm would receive interconnection "that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection," as required by Section 251(c).[7] However, the Commission inexplicably and

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3 *Application of Intrado Communications, Inc. to Provide Competitive Local Exchange Services in the State of Ohio*, Finding and Order at Finding 7 ("*Certification Order*"); Order on Rehearing (Apr. 2, 2008) ("*Certification Rehearing Order*").

4 47 U.S.C. § 251(c).

5 *CBT Arbitration Award* at 6.

6 Case No. 07-1216-TP-ARB, *Petition of Intrado Communications, Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with United Telephone Company of Ohio dba Embarq and United Telephone Company of Indiana dba Embarq Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Arbitration Award at 13 (Sept. 24, 2008) ("*Embarq Arbitration Award*").

7 47 U.S.C. § 251(c)(2)(C).

unreasonably reversed course, departing from the clear guidance of the *Certification Order* and the unambiguous terms of the Act.[8]

In the *CBT Arbitration Award*, the Commission looked to its findings in the *Embarq Arbitration Award* to determine Section 251(c) did not apply to Intrado Comm's interconnection arrangements with CBT when Intrado Comm was the designated 911/E911 service provider.[9] This determination was an error of law. The Commission erred in subjecting Intrado Comm to an inequitable and unreasonable double standard — the determination that Section 251(c) governs Intrado Comm's interconnection with CBT in certain situations, but not in others.[10] In ruling that Intrado Comm is not entitled to Section 251(c) interconnection where it is the 911/E911 service provider, the Commission has created an unreasonable distinction that has no basis in law and impermissibly strips Intrado Comm of the rights it is entitled to by virtue of its status as a competitive telecommunications carrier providing telephone exchange service. The *CBT Arbitration Award* thus runs afoul of the plain meaning of the Act and disregards the fundamental policy goal of the Act: to promote competition in the marketplace and provide competitive carriers a reasonable opportunity to access a market historically controlled by the ILECs.[11]

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[8] The Commission's disregard for its earlier findings runs counter to the Ohio courts' instruction that the Commission must "respect its own precedents in its decisions to assure the predictability which is essential in all areas of the law, including administrative law" (*Cleveland Elect. Illum. Co.* v. *Pub. Util. Comm.*, 42 Ohio St. 2d 403, 431 (1975)) and the guidance of the U.S. Court of Appeals for the Sixth Circuit that "[i]t is axiomatic that an administrative agency must conform with its own precedents or explain its departure with them" (*Ohio Fast Freight, Inc.* v. *U.S.*, 574 F.2d 316, 319 (6th Cir. 1978)).

[9] *CBT Arbitration Award* at 8.

[10] *CBT Arbitration Award* at 8-9.

[11] *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, 11 FCC Rcd 15499, ¶¶ 16, 18 (1996) ("*Local Competition Order*") (intervening history omitted), *aff'd by AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366 (1999).

Section 251(c) is applicable whenever a competitor seeks to interconnect with an ILEC, so long as that competitor is a "telecommunications carrier" and is providing "telephone exchange service" (which the Commission has already found to be true of Intrado Comm).[12] This is the case regardless of who is providing service to whom or on whose network the connection is to take place. Once interconnection is requested by a competitor, the ILEC is obligated to negotiate an agreement for the mutual exchange of traffic; it is not the case (as the Commission suggests) that the competitor requests the exchange of traffic one way and the ILEC then requests the exchange of traffic the other way. The Act does not leave the Commission with the discretion to adjust its requirements or determine that the ILEC is only required to comply with its 251(c) obligations in certain circumstances. The Commission does not provide any legal or public policy reason to justify this novel interpretation of Section 251(c), the interpretation runs afoul of the plain language and purpose of the Act, and it should be reversed on rehearing.

The interconnection at issue when Intrado Comm is the 911/E911 service provider is between an ILEC (CBT) and a competitor who is a telecommunications carrier providing telephone exchange service (Intrado Comm). Section 251(c) applies *whenever* a competitor like Intrado Comm seeks interconnection from an ILEC like CBT, even when Intrado Comm is the designated 911/E911 service provider. The Act and the rulings of the Federal Communications Commission ("FCC") are clear that all ILEC-competitor interconnection is governed by Section 251(c), not Section 251(a).[13] Specifically, the FCC has stated that ILECs are required by Section 251(c)(2) to allow competitors to interconnect while interconnection arrangements between

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12 47 U.S.C. § 251(c)(2).

13 *Local Competition Order* ¶ 997.

"non-incumbent carriers" are governed by Section 251(a).[14] This statement reaffirmed the FCC's earlier findings that the interconnection obligations of ILECs when dealing with other ILECs are governed by Section 251(a).[15] ILEC-to-competitor relationships are governed by Section 251(c).[16]

In enacting Section 251, the FCC was cognizant of the historical reality that ILECs exercised complete dominion over the telecommunications industry and the associated marketplace and thus had no incentive to enter into business arrangements with competitors on fair and commercially reasonable terms.[17] In order to foster competition — which is the grounding principle of the Act — Congress and the FCC specifically designed Section 251 and the implementing rules to address the unequal bargaining power manifest in negotiations between ILECs and competitors.[18] The goal of Section 251(c) is to provide all competitors access to the public switched telephone network ("PSTN") on equal terms, to equalize bargaining power, and to ensure that new entrants can compete with incumbent providers.[19] The FCC specifically recognized that the "commercial negotiation" of Section 251(a) interconnection

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14 *Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration, et al.*, 17 FCC Rcd 27039, n.200 (2002) ("*Virginia Arbitration Order*").

15 *Local Competition Order* ¶ 220.

16 *Local Competition Order* ¶ 997.

17 *Local Competition Order* ¶ 10.

18 *Local Competition Order* ¶ 15 (the "statute addresses this problem [of the incumbent's "superior bargaining power"] by creating an arbitration proceeding in which the new entrant may assert certain rights"); *see also id.* ¶ 134 (noting that because the new entrant has the objective of obtaining services and access to facilities from the incumbent and thus "has little to offer the incumbent in a negotiation," the Act creates an arbitration process to equalize this bargaining power).

19 S. Rep. No. 104-23, at 20 (1995).

would not be feasible given the ILECs' "incentives and superior bargaining power."[20] Commercial negotiations would not provide competitors with the interconnection necessary for competitors to "compete directly with the [ILEC] for its customers and its control of the local market."[21]

To that end, Section 251(c) requires an ILEC to enter into an agreement with a new entrant on just, reasonable, and nondiscriminatory terms to enable the competitor's customers to place calls to and receive calls from the ILEC's subscribers.[22] Section 251(a) — which the Commission applies to Intrado Comm's request for interconnection in certain scenarios — provides no such protection.[23] The reason is obvious — Section 251(a) is designed to address situations where carriers with equal bargaining power (two incumbents or two non-incumbents) seek to interconnect their networks. Because parties with equal bargaining power do not require the protections provided by Section 251(c), Section 251(a) does not require them. In short, the key to determining whether interconnection should be governed by 251(a) or 251(c) is the bargaining power of the parties. When parties with equal bargaining power seek interconnection, Section 251(a) applies; when parties with unequal bargaining power (like Intrado Comm and CBT) seek interconnection, Section 251(c) applies.

By ruling that Intrado Comm is limited to Section 251(a) interconnection in certain scenarios, the Commission has impermissibly and unreasonably restricted the rights and protections Intrado Comm is entitled to as a competitive telecommunications carrier providing

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20 *Local Competition Order* ¶ 15.

21 *Local Competition Order* ¶ 55.

22 47 U.S.C. § 251(c)(2)(D).

23 47 U.S.C. § 251(a).

telephone exchange service. There is no question that the "interconnection obligations under Section 251(a) differ from the obligations under Section 251(c)."[24] For example, the FCC determined that Section 251(c) specifically imposes obligations on ILECs to interconnect with competitors, but that this type of direct interconnection is not required under Section 251(a).[25]

Moreover, interconnection under Section 251(a) would not provide Intrado Comm with interconnection on just, reasonable, and nondiscriminatory terms, or access to UNEs and collocation arrangements. Intrado Comm is entitled to Section 251(c) rights by virtue of its status as a competitive telecommunications carrier providing telephone exchange service, and without these rights, it will face barriers that could make it impossible for it to compete in the marketplace. Intrado Comm does not have equal bargaining power with CBT and thus should not be limited to only the rights provided by Section 251(a).[26] This is precisely the result the Act was designed to avoid and the Commission's ruling — in promoting its novel determination that Intrado Comm's entitlement to Section 251(c) is dependent not on its status as a competitive telecommunications carrier providing telephone exchange service, but on the fact specific details of the requested interconnection — is unreasonable and contrary to law.

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[24] *Local Competition Order* ¶ 997.

[25] *Local Competition Order* ¶ 997.

[26] By stripping Intrado Comm of the rights and protections provided by Section 251(c), the Commission is impermissibly treating Intrado Comm like an ILEC with equal bargaining power with CBT. The ability to treat a non-incumbent carrier as an ILEC is strictly limited to the situations outlined in Section 251(h). The Commission has never found — nor could it — that Intrado Comm satisfies the conditions set forth in Section 251(h). Treating Intrado Comm as an ILEC is thus contrary to the requirements of the Act. Likewise the Commission cannot find CBT is entitled to CLEC treatment without a formal finding pursuant to Section 251(h) that it is no longer an ILEC.

II. THE COMMISSION ERRED WHEN IT FOUND INTRADO COMM'S INTERCONNECTION PROPOSAL WAS NOT SUPPORTED BY SECTION 251(c)(2)(C)

In the *Embarq Arbitration Award*, the Commission determined that it could not reach the issue of whether Intrado Comm's proposed interconnection arrangements were supported by the equal in quality requirements of Section 251(c)(2)(C) given the Commission's decision that interconnection between Intrado Comm and Embarq was governed by Section 251(a) when Intrado Comm is the designated 911/E911 service provider.[27] In the *CBT Arbitration Award*, by contrast, the Commission undertakes an analysis of Intrado Comm's interconnection proposal based on 251(c)(2)(C) even though it made a determination that the Parties' interconnection relationship was governed by 251(a), not 251(c).[28] The Commission's findings in this respect should therefore be reversed as a matter of law because they are inconsistent with its findings in the *Embarq Arbitration Award*.

Moreover, the Commission's findings should be reversed as a matter of fact because they are not based on the record developed in this proceeding. There is no record evidence, nor does the Commission point to any, demonstrating that Intrado Comm's proposal for dedicated trunking to geographically diverse points on Intrado Comm's network is "superior" to the interconnection that CBT provides to itself and demands of other carriers.[29] The interconnection requested by Intrado Comm is precisely the quality of interconnectivity CBT provides itself when it is functioning as the designated 911/E911 provider.[30]

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27 *Embarq Arbitration Award* at 33. As discussed in Section I., this determination is an error of law and should be reversed.

28 *CBT Arbitration Award* at 9.

29 *CBT Arbitration Award* at 9.

30 Volume II Transcript at 63, lines 17-23 (Fite) ("We have trunking from each one of CBT's end offices

Intrado Comm is entitled, pursuant to Section 251(c), to interconnectivity "that is at least equal in quality to that provided by the [ILEC] to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection."[31] The FCC's rules echo this requirement and state that the equal in quality requirement is not limited to the quality perceived by end users because creating such a limitation may allow ILECs to discriminate against competitors in a manner imperceptible to end users while still providing the ILEC with advantages in the marketplace.[32] The Commission's carrier-to-carrier rules likewise require CBT to provide interconnection to Intrado Comm "with quality at least equal to that provided by [CBT] to itself or to any subsidiary, affiliate, or any other party to which it provides interconnection."[33] Moreover, the FCC specifically determined that Section 251(c)(2) requires ILECs (like CBT) to provide competitors (like Intrado Comm) interconnection that is at least equal in quality to the interconnection the ILEC provides itself for routing 911 and E911 calls to PSAPs.[34]

CBT uses dedicated, diversely routed trunking within its own network to ensure its end user customers dialing 911 reach CBT's PSAP customers.[35] CBT also imposes similar

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going diverse routes to both of the selective routers. . . . All of CBT switches connect to both of them."); *see also* Intrado Comm Petition for Arbitration, Attachment 4 at Section 3.8.2(a) ("CBT will also provide CLEC with trunking from the CBT Central Office to the 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."); *id.* at Section 3.8.2(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).").

31 47 U.S.C. § 251(c)(2)(C).

32 47 C.F.R. § 51.305(a)(3); *Local Competition Order* ¶ 224.

33 Rule 4901:1-7-06(A)(5), O.A.C.

34 *Virginia Arbitration Order* ¶ 652.

35 CBT Hearing Exhibit No. 9, Pre-Filed Testimony of Robert P. Fite on behalf of Cincinnati Bell Telephone Company LLC at 3, line 7 ("Each end office switch is directly connected to a central tandem switch. A portion of the tandem switch is dedicated to use as a 911 selective router.").

requirements on competitors when it is the designated 911/E911 service provider by requiring competitors to use dedicated trunking to route their end users' 911 calls destined for CBT's PSAP customers to CBT's selective router.[36] The interconnection CBT provides itself and imposes on competitors connecting to its network to terminate 911 calls to CBT's PSAP customers is no different from what Intrado Comm seeks when it is the 911/E911 service provider.

The type of interconnection Intrado Comm seeks from CBT is to treat CBT with parity in the manner in which the ILECs have treated themselves and other carriers when the ILEC is the 911/E911 service provider. Neither the Commission nor CBT has demonstrated why the interconnection arrangements CBT provides itself and imposes on other competitors when CBT is the designated 911/E911 service provider are not equally applicable when Intrado Comm is the designated 911/E911 service provider. Accordingly, the Commission's findings should be reversed.

III. THE COMMISSION SHOULD CLARIFY THAT INTRADO COMM IS ENTITLED TO UNBUNDLED NETWORK ELEMENTS PURSUANT TO SECTION 251(C) TO SERVE ITS PSAP CUSTOMERS

In the *Embarq Arbitration Award*, the Commission determined that Intrado Comm was entitled to purchase UNE loops under Section 251(c) for the delivery of traffic to PSAPs subject to the limitations contained in the FCC's rules.[37] In this proceeding, CBT's witness

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[36] Intrado Comm Petition for Arbitration, Attachment 4 at Section 3.8.2(a) ("CBT will also provide CLEC with trunking from the CBT Central Office to the 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."); *id.* at Section 3.8.2(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).").

[37] *Embarq Arbitration Award* at 48.

acknowledged that Intrado Comm would be able to purchase local loops from CBT at UNE rates under Intrado Comm's existing certification status.[38]

In the *CBT Arbitration Award*, however, the Commission appears to indicate that Intrado Comm is only entitled to UNEs pursuant to Section 251(c) when Intrado Comm seeks to expand its certification status to offer dialtone services to end user customers other than PSAPs.[39] Intrado Comm therefore requests that the Commission clarify that Intrado Comm is entitled to obtain UNEs from CBT pursuant to Section 251(c) under its current certification status to provide services to Intrado Comm's PSAP customers. This clarification would be consistent with both the *Embarq Arbitration Award* as well as the Commission's *Certification Order* in which it found that Intrado Comm was entitled to all rights under Section 251(c).[40]

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38 Volume II Transcript at 60, lines 3-15 (Peddicord).

39 *CBT Arbitration Award* at 22.

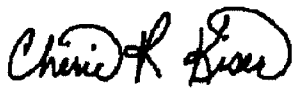
40 *Certification Order* at Finding 7.

CONCLUSION

For the foregoing reasons, the Commission should grant rehearing, and vacate and clarify the *CBT Arbitration Award* to the extent requested herein.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.



Chérie R. Kiser
Angela F. Collins
Cahill Gordon & Reindel LLP
1990 K Street, NW, Suite 950
Washington, DC 20006
202-862-8900 (telephone)
202-862-8958 (facsimile)
ckiser@cgrdc.com
acollins@cgrdc.com

Its Attorneys

Craig W. Donaldson
Senior Vice President - Regulatory Affairs

Rebecca Ballesteros
Associate Counsel

Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503
720-494-5800 (telephone)
720-494-6600 (facsimile)

Dated: November 7, 2008

CERTIFICATE OF SERVICE

I, Angela F. Collins, certify that on this 7th day of November 2008, the foregoing Application for Rehearing of Intrado Communications Inc. was served on the following via electronic mail.

Angela F. Collins

Douglas E. Hart
Attorney for Cincinnati Bell Telephone Company
441 Vine Street, Suite 4192
Cincinnati, Ohio 45202

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

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in

Case No(s). 08-0537-TP-ARB

Summary: App for Rehearing Intrado Communications Inc. Application for Rehearing electronically filed by Angela F Collins on behalf of Intrado Communications Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on April 3rd, 2009 by first class mail, postage prepaid, and by e-mail, as indicated on the following parties:

Sally W. Bloomfield
Thomas J. O'Brien
BRICKER & ECKLER LLP
100 South Third Street
Columbus, OH 43215-4291

Cherie R. Kiser
Angela F. Collins
Cahill Gordon & Reindel LLP
1990 K Street, N.W., Suite 950
Washington, D.C. 20006

Rebecca Ballesteros
Associate Counsel
Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503

Mary Ryan Fenton

AMENDMENT
TO INTERCONNECTION AGREEMENT – OHIO
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO
AND
XO COMMUNICATIONS SERVICES, INC

The Interconnection Agreement (the "Agreement") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio[1] ("SBC Ohio") and XO Communications Services, Inc. (f/k/a XO Ohio, Inc.) ("CLEC") is hereby amended as follows:

WHEREAS, the Public Utilities Commission of Ohio ("PUCO") issued an order ("Order") in Case No 99-938-TP-C0I dated June 20, 2002, to temporarily reduce the rate for the UNE Basic Residential port rate for a period of two years; and

WHEREAS, in accordance with the Order, the interim rate set by the Order were to terminate effective May 12, 2004, and be returned to the rate applicable prior to the interim rate; and

WHEREAS, the Parties are entering into this Amendment to reflect the expiration of the interim rate and indicate that the earlier rate again apply, subject to the reservation of rights and other provisions hereof.

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

1. The new rate in Attachment A (which is incorporated herein), which reflect the increase of Basic Residential UNE Port Rate applicable under the Agreement, shall be deemed to be effective between the Parties as of May 12, 2004,[2] in accordance with the Order. The Parties understand and agree that the rate is being incorporated into the Agreement solely to effectuate certain pricing changes ordered by the PUCO.

2. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), provided, however, to the extent CLEC has entered into a 13-state reciprocal compensation amendment, nothing in this paragraph is intended or should be construed as modifying or superseding the rates, terms and conditions in the Parties' Further Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the

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

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively under the adopted provisions beginning from the date that the MFN provisions becomes effective between SBC Ohio and the Adopting CLEC following the PUCO's order approving the Adopting CLEC's Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply under the adopted provisions retroactively prior to the Section 252(i) Effective Date.

Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from December 31, 2004 through December 31, 2005.

3. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

4. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the PUCO. Based on PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing; provided, however, as to CLEC and SBC Ohio, the rate shall be applied in accordance with Paragraph 1 above (including footnote 1, when applicable).

5. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather will be coterminous with the Agreement.

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 25th day of April, 2005, by SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

XO Communications Services, Inc.

By: Heather B. Gold

Name: Heather B. Gold
(Print or Type)

Title: SVP Government Relations
XO Communications, Inc.
(Print or Type)

Date: 4/26/05

FACILITIES-BASED OCN # _____

ACNA _____

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

By: M. Auinbauh

Name: **Mike Auinbauh**
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: 4.25.05

Attachment A

UNE-P and UNE - L Rate increase

USOC	Description	New Rate
UJR	Basic Analog Residential Port	$4.61

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO
AND
XO COMMUNICATIONS SERVICES, INC.

This Amendment to the Interconnection Agreement (the "Amendment") is entered into by and between The Ohio Bell Telephone Company[1] d/b/a SBC Ohio ("SBC Ohio") and XO Communications Services, Inc. (f/k/a XO Ohio, Inc. and Allegiance Telecom of Ohio, Inc.), with its principal offices at 11111 Sunset Hills Road, Reston, Virginia 20190 ("XO Communications Services, Inc.").

WHEREAS, SBC Ohio and XO Ohio, Inc. are parties to an interconnection agreement which may be amended by both parties in writing (the "Agreement");

WHEREAS, XO Communications, Inc. acquired certain assets of Allegiance Telecom, Inc. including certain assets of Allegiance Telecom of Ohio, Inc. ("Allegiance"), including the interconnection agreement between SBC Ohio and Allegiance;

WHEREAS, the assets acquired from Allegiance were consolidated with those owned by XO Ohio, Inc. and are now being operated under the name of XO Communications Services, Inc.;

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Ohio and XO Communications Services, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "XO Ohio, Inc." to "XO Communications Services, Inc."

2. XO Communications Services, Inc. represents that the assets acquired from the company formerly known as Allegiance Telecom of Ohio, Inc. include the ACNA and associated OCNs formerly used by Allegiance.

3. XO Communications Services, Inc. agrees that the interconnection agreement between SBC Ohio and Allegiance shall terminate effective concurrently with the execution of this Amendment.

4. SBC Ohio shall reflect the name change from "XO Ohio, Inc." and from "Allegiance Telecom of Ohio, Inc." to "XO Communications Services, Inc." on all BANs (Billing Account Numbers) for each of the accounts previously billed to XO Ohio, Inc. pursuant to the Agreement and Allegiance pursuant to the interconnection agreement between SBC Ohio and Allegiance ("Name Change"). SBC Ohio shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Ohio's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. This change will allow XO Communications Services, Inc. to continue to order any services under all of the ACNA/OCNs, BANs, and CLLI codes associated with the accounts formerly billed to XO Ohio, Inc. and Allegiance Telecom of Ohio, Inc., provided, however, that XO Communications Services, Inc. is responsible for the ordering of any services under an account using the ACNA/OCNs and CLLI codes formerly associated with that account. Without limiting the foregoing, XO Communications Services, Inc. affirms, represents, and warrants that (a) the ACNA/OCNs for the accounts formerly billed to XO Ohio for those accounts and the services and items provided and/or billed thereunder or under the Agreement shall not change from the ACNA/OCNs previously used by XO Ohio, and (b)

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

the ACNA/OCNs for the accounts formerly billed to Allegiance for those accounts and the services and items provided and/or billed thereunder or under the interconnection agreement between SBC Ohio and Allegiance shall not change from the ACNA/OCNs previously used by Allegiance.

5. XO Communications Services, Inc. shall pay an amount of $40,000.00 for the Name Change as set forth in para. 4. The foregoing amount reflects the aggregate charges for the Name Change on a multistate basis and includes any charges for the State of Ohio.

6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

8. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), provided, however, to the extent CLEC has entered into a 13-state reciprocal compensation amendment, nothing in this paragraph is intended or should be construed as modifying or superseding the rates, terms and conditions in the Parties' Further Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from December 31, 2004 through December 31, 2005.

9. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the PUCO. Based upon PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

XO Communications Services, Inc.

By: _____

Name: Heather B. Gold
(Print or Type)

Title: SVP-Government Relations
XO Communications, Inc
(Print or Type)

Date: 4/26/05

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

By: _____

Name: Mike Auinbauh
(Print or Type)

Title: **AVP-Local Interconnection Marketing**

Date: **APR 29 2005**

ACNA FORMERLY USED BY XO OHIO, INC. TQW

RESALE OCN# FORMERLY USED BY XO OHIO, INC. 8796

FACILITIES-BASED OCN # FORMERLY USED BY XO OHIO, INC. 7520

ACNA FORMERLY USED BY ALLEGIANCE TELECOM OF OHIO, INC. ATY

RESALE OCN# FORMERLY USED BY ALLEGIANCE TELECOM OF OHIO, INC. _____

FACILITIES-BASED OCN # FORMERLY USED BY ALLEGIANCE TELECOM OF OHIO, INC. 3586

AMENDMENT
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY
AND
XO COMMUNICATIONS SERVICES, INC.

The Interconnection Agreement ("Agreement") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC Ohio")[1] and XO Communications Services, Inc. (f/k/a XO Ohio, Inc.) ("CLEC") (collectively, the "Parties") is hereby amended ("Permanent Order Amendment") as follows:

WHEREAS, the Public Utilities Commission of Ohio ("PUCO" or "Commission") issued an order ("First Interim Order") in Case No. 02-1280-TP-UNC dated March 11, 2004 to increase monthly recurring rates for 2-Wire analog UNE loops on an interim basis prior to a subsequent final order;

WHEREAS, the PUCO affirmed the First Interim Order in an Entry on Rehearing adopted on April 21, 2004, establishing the effective date for the interim rates set by the First Interim Order as April 21, 2004;

WHEREAS, consistent with the First Interim Order and Entry on Rehearing, SBC Ohio sent CLEC an amendment ("First Interim Order Amendment") to incorporate new rates into the Agreement for 2-wire analog UNE loops, unbundled 2-wire xDSL loops, 2-wire coin loops, and 2-wire ADSL loops;

WHEREAS, on December 21, 2004, the PUCO issued an order ("Second Interim Order") clarifying that the interim loop rates previously ordered by the Commission in the First Interim Order and Entry on Rehearing apply to unbundled 2-wire analog loops only (the "Interim Rates") and that such Interim Rates are applicable from April 21, 2004 through November 2, 2004 (the "Interim Rate Period");

WHEREAS, subsequent to the Second Interim Order, SBC Ohio sent CLEC an amendment ("Second Interim Order Amendment") to incorporate the Interim Rates into the Agreement for the Interim Rate Period and to remove the rates included in the First Interim Rate Order Amendment for 2-wire xDSL loops, 2-wire coin loops and 2-wire ADSL loops (the "Other Loop Rates");

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

WHEREAS, the Parties are entering into this Permanent Order Amendment to incorporate the Interim Rates and Permanent Rates into the Agreement to replace the corresponding rates in the Agreement for the relevant time periods ordered.

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

1. The Agreement is hereby amended to incorporate the Permanent Rates reflected in Attachment A (which is incorporated herein). The Parties acknowledge and agree that the Permanent Rates become effective between the Parties as of November 3, 2004, in accordance with the Permanent Order.

2. The Parties acknowledge that the Interim Rates, as listed in Attachment B, remain effective for the period of April 21, 2004 through November 2, 2004, pursuant to the First Interim Order and Entry on Rehearing. Accordingly, the Agreement is hereby amended to incorporate the Interim Rates reflected in Attachment B (which is incorporated herein) for the Interim Rate Period only. If the Parties have entered into the First Interim

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

Order Amendment and/or the Second Interim Order Amendment, this Permanent Order Amendment shall supercede such amendments upon becoming effective pursuant to Section 6 hereof.

3. SBC Ohio shall perform all billing and/or true-ups necessary to (i) apply the Interim Rates listed in Attachment B for the Interim Rate Period, (ii) credit CLEC, if applicable, for any billed Other Loop Rates assessed during the Interim Rate Period pursuant to the First Interim Rate Order Amendment, and (iii) apply the Permanent Rates listed in Attachment A hereto beginning November 3, 2004.[2] All other rates in the Agreement remain unchanged.

4. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), provided, however, to the extent CLEC has entered into a 13-state reciprocal compensation amendment, nothing in this paragraph is intended or should be construed as modifying or superseding the rates, terms and conditions in the Parties' Further Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from December 31, 2004 through December 31, 2005.

5. This Permanent Order Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the First Interim Order, Second Interim Order, and/or the Permanent Order, or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to such orders or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

6. The Parties acknowledge and agree that this Permanent Order Amendment shall be filed with, and is subject to approval by, the PUCO. Based on PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing. However, irrespective of the approval date, the Interim Rates and Permanent Rates shall be applied in accordance with the terms hereof (including footnote 2, when applicable). SBC Ohio may submit revised billing to CLEC, if necessary, to effectuate same.

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

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively under the adopted provisions beginning from the date that the MFN provisions becomes effective between SBC Ohio and the Adopting CLEC following the PUCO's order approving the Adopting CLEC's Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply under the adopted provisions retroactively prior to the Section 252(i) Effective Date.

8. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather will be coterminous with the Agreement.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 1st day of June, 2005, by SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

XO Communications Services, Inc.

By: _____

Name: Heather B. Gold
(Print or Type)

Title: SVP, Government Relations
XO Communications, Inc.
(Print or Type)

Date: May 26, 2005

FACILITIES-BASED OCN # _____

ACNA _____

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

By: _____

Name: **Mike Auinbauh**
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: 6-1-05

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

Line	OHIO	USOC	Recurring
2	***NETWORK ELEMENTS***		
3	**Loops**		
4	2-Wire Analog - Metro (Access Area B)	U2HXB	$9.46
5	2-Wire Analog - Suburban (Access Area C)	U2HXC	$12.52
6	2-Wire Analog - Rural (Access Area D)	U2HXD	$13.65
7	2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	$8.61
8	2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	$13.50
9	2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	$14.72
10	2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	$8.61
11	2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	$13.50
12	2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	$14.72
13	2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	$8.67
14	2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	$13.76
15	2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	$14.99
16	2-Wire EKL - Metro (Access Area B)	U2KXB	$9.46
17	2-Wire EKL - Suburban (Access Area C)	U2KXC	$17.15
18	2-Wire EKL - Rural (Access Area D)	U2KXD	$18.50
19	4-Wire Analog - Metro (Access Area B)	U4HXB	$17.75
20	4-Wire Analog - Suburban (Access AreaC)	U4HXC	$29.31
21	4-Wire Analog - Rural (Access Area D)	U4HXD	$31.81
22	2-Wire Digital - Metro (Access Area B)	U2QXB	$10.49
23	2-Wire Digital - Suburban (Access Area C)	U2QXC	$17.10
24	2-Wire Digital - Rural (Access Area D)	U2QXD	$18.96
25	DS1 - Metro (Access Area B)	U41XB	$31.77
26	DS1 - Suburban (Access Area C)	U41XC	$46.79
27	DS1 - Rural (Access Area D)	U41XD	$50.38
28	DS3 - Metro (Access Area A)	U4D3A	$335.08
29	DS3- Suburban (Access Area B)	U4D3B	$409.73
30	DS3 - Rural (Access Area C)	U4D3C	$523.90
31			
32	**DSL Capable Loops**		
33	**2-Wire xDSL Loop**		
34	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	$9.46
35	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	$12.52
36	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	$13.65
37			
38	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	$9.46
39	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	$12.52
40	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	$13.65
41			
42	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	$9.46
43	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	$12.52
44	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	$13.65
45			
46	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	$9.46
47	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	$12.52
48	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	$13.65
49			
50	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	$9.46
51	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	$12.52
52	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	$13.65
53			
54	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	$9.46
55	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	$12.52
56	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	$13.65

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

Line	OHIO			USOC	Recurring
57		**4-Wire xDSL Loop**			
58			PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	$17.75
59			PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	$29.31
60			PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	$31.81
61	**SUB-LOOPS**				
62		ECS to SAI sub-loop			
63			2 Wire Analog - area B	PENDING	$1.77
64			2 Wire Analog - Area C	PENDING	$1.72
65			2 Wire Analog - area D	PENDING	$1.68
66			4 Wire Analog - area B	PENDING	$3.55
67			4 Wire Analog - area C	PENDING	$3.45
68			4 Wire Analog - area D	PENDING	$3.37
69			2 Wire DSL - area B	PENDING	$1.77
70			2 Wire DSL - area C	PENDING	$1.70
71			2 Wire DSL - area D	PENDING	$1.66
72			4 Wire DSL - area B	PENDING	$3.54
73			4 Wire DSL - area C	PENDING	$3.40
74			4 Wire DSL - area D	PENDING	$3.33
75		ECS to Terminal sub-loop			
76			2 Wire Analog - area B	PENDING	$3.39
77			2 Wire Analog - Area C	PENDING	$4.54
78			2 Wire Analog - area D	PENDING	$5.83
79			4 Wire Analog - area B	PENDING	$6.78
80			4 Wire Analog - area C	PENDING	$9.09
81			4 Wire Analog - area D	PENDING	$11.66
82			2 Wire DSL - area B	PENDING	$3.39
83			2 Wire DSL - area C	PENDING	$4.52
84			2 Wire DSL - area D	PENDING	$5.81
85			4 Wire DSL - area B	PENDING	$6.77
86			4 Wire DSL - area C	PENDING	$9.04
87			4 Wire DSL - area D	PENDING	$11.62
88		ECS to NID sub-loop			
89			2 Wire Analog - area B	PENDING	$6.03
90			2 Wire Analog - Area C	PENDING	$7.29
91			2 Wire Analog - area D	PENDING	$8.60
92			4 Wire Analog - area B	PENDING	$9.41
93			4 Wire Analog - area C	PENDING	$12.44
94			4 Wire Analog - area D	PENDING	$15.12
95			2 Wire DSL - area B	PENDING	$6.03
96			2 Wire DSL - area C	PENDING	$7.27
97			2 Wire DSL - area D	PENDING	$8.58
98			4 Wire DSL - area B	PENDING	$9.41
99			4 Wire DSL - area C	PENDING	$12.40
100			4 Wire DSL - area D	PENDING	$15.08
101		SAI to Terminal sub-loop			
102			2 Wire Analog - area B	PENDING	$2.08
103			2 Wire Analog - Area C	PENDING	$3.30
104			2 Wire Analog - area D	PENDING	$4.63
105			4 Wire Analog - area B	PENDING	$4.16
106			4 Wire Analog - area C	PENDING	$6.59
107			4 Wire Analog - area D	PENDING	$9.27
108			2 Wire DSL - area B	PENDING	$2.07
109			2 Wire DSL - area C	PENDING	$3.27
110			2 Wire DSL - area D	PENDING	$4.61
111			4 Wire DSL - area B	PENDING	$4.15

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

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

Attachment B

2-Wire Analog UNE - Loop Interim Rate increase

Effective April 21, 2004 through November 2, 2004

USOC	Description	New Rate
U2HXB	2-Wire Analog - Metro (Access Area B)	$ 8.84
U2HXC	2-Wire Analog - Suburban (Access Area C)	$ 10.38
U2HXD	2-Wire Analog - Rural (Access Area D)	$ 11.43

Further Amendment
Superseding Certain Intervening Law, Compensation,
Interconnection and Trunking Provisions

This Further Amendment Superseding Certain Intervening Law, Reciprocal Compensation, Interconnection and Trunking Terms ("Further Amendment") is applicable to this and any future Interconnection Agreement(s) between AT&T Operations, Inc. on behalf of and as agent for Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter each individually being a "SBC ILEC," and collectively being the "SBC ILECs") and XO Communications Services, Inc, on behalf of itself and any and all affiliates, subsidiaries, successors, predecessors and assigns which are, or in the case of predecessors, were, a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (including, without limitation, XO Illinois, Inc., XO California, Inc., XO Texas, Inc., Allegiance Telecom of Texas, Inc., Allegiance Telecom of California, Inc.; Allegiance Telecom of Illinois, Inc., XO Long Distance Services, Inc., XO Ohio, Inc., XO Michigan, Inc., XO Missouri, Inc., Allegiance Telecom of Michigan, Inc., Allegiance Telecom of Indiana, Inc., Allegiance Telecom of Ohio, Inc., Allegiance Telecom of Oklahoma, Inc., Allegiance Telecom of Nevada, Inc., Allegiance Telecom of Wisconsin, Inc., Allegiance Telecom of Missouri and Coast to Coast Telecommunications, Inc.,) through December 31, 2006 (hereinafter, collectively, "XO"), whether such Agreement is negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" (MFN") rights. ILECs and XO may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, SBC ILECs and XO entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (the "ICAs") (Any and all such ICAs between the Parties to be referred to hereinafter as the "ICAs."); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties entered into an Amendment to XO Contracts Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms ("Superseding Amendment") which expired on December 31, 2004; and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties desire to extend the Superseding Amendment for the Term (as defined below) of this Further Amendment subject to the following modifications.

WHEREAS, the Term of this Further Amendment ("Term") shall commence on the January 1, 2006 ("Effective Date") and shall continue until December 31, 2006. Thereafter, this Further Amendment will remain in full force and effect unless terminated by either Party by providing at least thirty (30) days' written notice to the other Party specifying the date it wishes to terminate this Further Amendment ("Termination Date.")

WHEREAS, the Parties wish to update and extend the Superseding Amendment by entering into this Further Amendment ;

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Further Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Scope of Agreement and Lock In:

1.1 The foregoing Recitals are hereby incorporated into and made a part of this Further Amendment.

1.2 Notwithstanding anything to the contrary in this Further Amendment, except for the waivers of intervening law in Section 2.2 and XO's waiver of 252(i) MFN rights in Section 1.6 which are unaffected by this Section, neither Party waives, but instead expressly reserves, all of their rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law rights (including intervening law rights asserted via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this Further Amendment, the underlying ICAs or any future interconnection agreements or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order") and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); and the FCC's Order In the Matter of

Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).

1.3 The Parties agree that this Further Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICAs. This Further Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties for the Term, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights.

1.4 Any inconsistencies between the provisions of this Further Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above for the Term, will be governed by the provisions of this Further Amendment, unless this Further Amendment is specifically and expressly superseded by a future amendment between the Parties.

1.5 If the underlying ICAs or any future interconnection agreement(s) expire sooner than the Termination Date, the Parties agree that the Further Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the Further Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through the Termination Date. Also, the Parties recognize that an MFN interconnection agreement often receives quicker state public utility commission ("PUC") approval than the negotiated Further Amendment which will be affixed to that interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Further Amendment, the Parties agree that the rates, terms and conditions of the Further Amendment will, upon state PUC approval of the Further Amendment, apply retroactively to the date of such state PUC approval of the underlying MFN interconnection agreement, or January 1, 2006, whichever is earlier so that the rates, terms and conditions contained herein will apply uninterrupted for the Term. In no event shall this retroactivity apply prior to the effective date this Further Amendment is signed by XO.

1.6 XO hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection ("POIs") or trunking requirements that are subject to this Further Amendment; provided, however, that if such other rates, terms, and conditions have been voluntarily agreed to by SBC ILEC across the thirteen-state region as a whole, XO may exercise its rights under section 252(i) to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, POIs or trunking requirements to which SBC ILEC have agreed. This waiver includes, but is not limited to, any lease, transfer, sale or other conveyance by XO of all or a substantial portion of its assets, in which case XO shall obtain the purchaser's agreement to be bound by the terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of XO.

2.0 Intervening Law/Change of Law:

2.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision") and following remand and appeal issued a decision in *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II decision*"), . In addition, the FCC's adopted its Triennial Review Order on February 20, 2003 CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36), and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order");Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.,* 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC,* 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002) (all collectively referred to as the "Orders"). In entering into this Further Amendment, and except as otherwise set forth in Section 2.2 below, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph and as to any intervening law rights that either Party has in the current ICAs or any future interconnection agreement(s). Except as otherwise set forth in Section 2.2 below, if any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions ("Provisions") in this Further Amendment or the current ICAs or any future interconnection agreement(s), specifically including, but not limited to, those arising with respect to the Orders, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order, but only after the subject order becomes effective, upon the written request of either Party ("Written Notice"). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in the current ICAs or any future interconnection agreement(s). In the event that any intervening law rights in the current ICAs or any future interconnection agreement(s) conflict with this Intervening Law paragraph and Section 2.2, for the Term, this Intervening Law paragraph and Sections 2.2 following shall supersede and control as to any such conflict(s) as to all rates, terms and conditions in the current ICAs and any future interconnection agreement(s) for such time period.

2.2 Notwithstanding anything herein, during the Term the Parties waive any rights they may have under the Intervening/Change of Law provisions in this Further

Amendment, the Parties' current ICAs or any future interconnection agreement(s) to which this Further Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements that are subject to this Further Amendment including, without limitation, waiving any rights to change the compensation in this Further Amendment in the event that SBC ILEC invokes the FCC terminating compensation plan pursuant to the FCC ISP Reciprocal Compensation Order in any particular state(s); provided however, that if a final, legally binding FCC order related to intercarrier compensation becomes effective after the Effective Date of this Further Amendment including, without limitation, an FCC Order that is issued upon the conclusion of the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Interccarrier Compensation Regime*, CC Docket 01 92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (referred hereto as an "FCC Order:"), the affected provisions of this Further Amendment relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Further Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s) provided, however, that the rates, terms and conditions ultimately ordered by a state commission in an arbitration or negotiated by the Parties shall be retroactive to the effective date of the Written Request following such FCC Order. Except with respect to the exceptions relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions set forth in this Section 2.2, during the Term, each Party shall have full intervening law rights under Section 2.1 of this Further Amendment and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 2.2.

3.0 Reservations of Rights:

3.1 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to reciprocal compensation obligations. By entering into this Further Amendment, neither party waives its right to advocate its view with respect to this issue. The Parties agree that nothing in this Further Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that any payment to XO under the terms of this Further Amendment shall not be construed as

agreement or acquiescence by the SBC ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that SBC ILECs shall make payments for calls to ISPs to XO pursuant to Sections 4, 5, and 6 herein during the term of this Further Amendment.

3.2 The Parties continue to disagree as to where POIs should be established and under what rates, terms, and conditions XO may lease facilities from SBC ILEC to establish such POIs. By entering into this Further Amendment, neither Party waives its right to advocate its view with respect to these issues. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper establishment of POIs and the treatment of facilities used to establish such POIs under applicable federal and state law. The Parties further agree that the establishment of POIs pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper establishment of POIs and the treatment of facilities used to establish such POIs. Notwithstanding the foregoing, the Parties agree that XO and SBC ILEC shall establish POIs pursuant to the rates, terms, and conditions called for in Section 4 herein during the term of this Further Amendment.

3.3. The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VOIP") traffic under the Dispute Resolution provisions of the ICAs or any future interconnection agreement(s) between the Parties through December 31, 2005. The Parties further agree that this Further Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Further Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

3.4 By entering into this Further Amendment, neither Party waives the right to advocate its views with respect to the use of, and compensation for, tandem switching and common transport facilities in connection with the carriage of Virtual Foreign Exchange traffic. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper treatment of Virtual Foreign Exchange traffic. The Parties agree that the handling of Virtual Foreign Exchange traffic pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper treatment of such traffic. Notwithstanding the foregoing, the Parties agree that all compensation between the Parties for the exchange of Virtual Foreign Exchange traffic shall be governed by the rates, terms, and conditions called for in Section 5.1 herein during the term of this Further Amendment.

4.0 Network Architecture Requirements:

4.1 XO will establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in

the Local Exchange Routing Guide (LERG). Each Party shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI.

(a) In California and Illinois, the Parties agree that this section is satisfied if XO (at its sole option) establishes a POI either:

(i) at each access or local tandem in which tandem serving area XO has established a working telephone number local to a rate center in that tandem serving area, and each end office where XO maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within 15.75 miles of the Vertical and Horizontal coordinate of each rate center where XO has established a working telephone number local to that rate center.

(b) In Connecticut, Indiana, Michigan, Nevada, Ohio, and Wisconsin, the Parties agree that this section is satisfied if, XO (at its sole option), establishes a POI either:

(i) at each access or local tandem in which tandem serving area XO has established a working telephone number local to a rate center in that tandem serving area, and each end office where XO maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within each mandatory local calling area where XO has established a working telephone number local to a rate center in that calling area.

(c) The Parties agree that the waivers contained in Section 2.2 with respect to changes in law do not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Further Amendment. This provision shall not be interpreted to affect how the Parties agree to exchange, and compensate one another for, Virtual Foreign Exchange traffic (as defined herein) pursuant to Sections 4, 5, and 6 during the term of this Further Amendment.

(d) XO may, at its sole option, establish a POI by obtaining dedicated Special Access services or facilities from SBC ILECs (without the need for XO equipment, facilities, or collocation at the SBC ILECs' offices), or services or facilities from a third party, by establishing collocation, by establishing a fiber meet, or by provisioning such services or facilities for itself.

4.2 Where XO leases facilities from SBC ILECs to establish a POI, XO shall be required to begin paying SBC ILEC for such facilities once the facilities are jointly tested and accepted at a trunk level.

4.3 XO agrees to abide by SBC ILECs' trunk engineering/administration guidelines as stated in the ICAs, including the following:

4.3.1 When interconnecting at SBC ILECs' digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks over three consecutive months for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

4.3.3 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to a transition plan to migrate the embedded one-way trunks to two-way trunks via a method described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC ILECs agree to develop a cutover plan and project manage the cutovers with XO participation and agreement.

4.4 Subject to Section 4.6, in order to qualify for receipt of reciprocal compensation in a given tandem serving area as provided in this Further Amendment, XO will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking ("DEOT") does not fall below 70% for two consecutive months. Subject to Section 4.6, if XO has not established a POI required by Section 4.0, XO shall not be entitled to reciprocal compensation for calls from that local calling area.

4.5 For new interconnections, XO will achieve the DEOT criteria identified in Section 4.4 no later than six (6) months (or such other period as may be agreed to by the Parties) after the parties first exchange traffic for each new interconnection arrangement.

4.6 Under no circumstances shall XO have any liability or otherwise be penalized under this Further Amendment for non-compliance with the applicable POI and DEOT criteria specified herein during the transition period identified in Section 4.5. Furthermore, XO will have no liability and will face no penalty for non-compliance with the POI and DEOT criteria specified herein at any time thereafter if such non-compliance results from SBC ILEC's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from SBC ILEC's failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether SBC ILEC's inability or failure to perform is related to a Force Majeure event as that term is described in the underlying ICAs.

4.6.1 Establishing a New POI in an Existing Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where XO provides service as of the date of execution of this Further Amendment. XO will notify SBC ILEC of XO's intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) no later than 90 days prior to the end of the transition period by letter to the SBC ILEC Account Manager and project manager for XO. XO and SBC ILEC will meet within 10 business days of such notice to plan the transition to any new POI. This notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Section 4.5. Nothing in this paragraph specifically or this Further Amendment generally shall prevent XO from ordering, or excuse SBC ILECs from provisioning, trunks with respect to an existing POI for new growth or augments during the time that a new POI is being established.

4.6.2 Establishing a POI in a New Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where XO does not provide service as of the date of execution of this Further Amendment. XO will notify its SBC ILEC Account Manager no later than 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 business days of SBC ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI to complete the establishment of the POI as promptly as possible, and in any event, by the LERG effective date for the new NPA-NXX. The POI must be established in the applicable Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) prior to the exchange of live traffic.

4.7 At any time as a result of either Party's own capacity management assessment, the Parties may begin the provisioning process. The intervals used for the provisioning process will be the same as those used for SBC ILECs' Switched Access service.

4.8 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on XO's ability to order and receive trunks in any given market.

4.9 In a blocking situation, XO may escalate to its SBC ILEC Account Manager in order to request a shorter interval. The SBC ILEC Account Manager will obtain the details of the request and will work directly with the SBC ILEC LSC and network organizations in order to determine if XO's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic:

5.1 If XO designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by XO in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

5.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the Total Compensable Local Traffic.

5.2.1 In determining the Total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

5.2.2 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs

5.2.3 In determining the Total Compensable Local Traffic, SBC ILECs-transited minutes of use (MOUs) will be excluded from these calculations.

5.2.4 The rates for SBC ILECs-transited MOUs will be governed by the interconnection agreement.

5.3 Subject to applicable confidentiality guidelines, SBC ILECs and XO will cooperate to identify toll and transiting traffic; originators of such toll and transiting traffic; and information useful for settlement purposes with such toll and transit traffic originators.

5.3.1 SBC ILECs and XO agree to explore additional options for management and accounting of toll and transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.3.2 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

6.0 Rate Structure and Rate Levels:

During the period from January 1, 2006 up through and including December 31, 2006, Total Compensable Local Traffic as defined herein will be exchanged in all states at the rate of $.0005 per minute of use. This rate shall be payable to the party on whose network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

7.0 Additional Terms and Conditions:

7.1 This Further Amendment contains provisions that have been negotiated as part of an entire Further Amendment and integrated with each other in such a manner that each provision is material to every other provision.

7.2 The Parties agree that each and every rate, term and condition of this Further Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICAs or interconnection agreement. The Parties agree that they would not have agreed to this Further Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

7.3 Except as specifically modified by this Further Amendment with respect to their mutual obligations herein and subject to Section 2.0, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

7.4 This Further Amendment 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.

7.5 The terms contained in this Further Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through December 31, 2006, and shall be interpreted solely in accordance with their own terms.

7.6 The headings of certain sections of this Further Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Further Amendment.

7.7 This Further Amendment 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.

7.8 SBC Telecommunications, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual SBC ILECs.

8.0 Intentionally Omitted.

XO Communications Services, Inc. on behalf of itself and any and all affiliates, subsidiaries, successors, predecessors and assigns which are, or in the case of predecessors, were, a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (including, without limitation, XO Illinois, Inc., XO California, Inc., XO Texas, Inc., Allegiance Telecom of Texas, Inc., Allegiance Telecom of California, Inc.; Allegiance Telecom of Illinois, Inc., XO Long Distance Services, Inc., XO Ohio, Inc., XO Michigan, Inc., XO Missouri, Inc., Allegiance Telecom of Michigan, Inc., Allegiance Telecom of Indiana, Inc., Allegiance Telecom of Ohio, Inc., Allegiance Telecom of Oklahoma, Inc., Allegiance Telecom of Nevada, Inc., Allegiance Telecom of Wisconsin, Inc., Allegiance Telecom of Missouri and Coast to Coast Telecommunications, Inc.).

Signature: Heather B. Gold

Name: Heather B. Gold
(Print or Type) SVP-Government Relations
XO Communications, Inc.

Title:
(Print or Type)

Date: 12/22/05

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

Signature: Rebecca L Sparks

Name: Rebecca L. Sparks

Title: Executive Director - Regulatory

Date: JAN 04 2006

AECN/OCN:

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO
AND
XO COMMUNICATIONS SERVICES, INC.

This TRO/TRRO Amendment amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC") and XO Communications Services, Inc. ("CLEC"). SBC and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in SBC's service territory in the State of Ohio.

WITNESSETH:

WHEREAS, SBC and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated October 30, 2001 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, and TRO Remand as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective upon filing with such Commission (the "Amendment Effective Date").

8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any SBC tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 25th day of January, 2006, by The Ohio Bell Telephone Company d/b/a SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

XO Communications Services, Inc.

By: Heather B. Gold

Name: Heather B. Gold
(Print or Type)

Title: SVP-Government Relations
XO Communications, Inc.
(Print or Type)

Date: 1/17/06

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

By: Rebecca L Sparks

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: JAN 25 2006

FACILITIES-BASED OCN # _____

ACNA TQW

OHIO TRO/TRRO ATTACHMENT

0.1 Definitions. The following definitions are applicable to this Attachment.

0.1.1 Building. For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a "building" or a "single building" is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address, (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings). An educational, industrial, governmental or medical premises or campus shall constitute a single building for purposes of the DS1 and DS3 loop caps provided that all of the structures are located on the same continuous property and the DS1 and/or DS3 loops are terminated at a single structure and are subsequently routed throughout the premises or campus, and the property, which is owned and/or leased by the same end-user customer, is not separated by a public roadway.

0.1.2 Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a "Predominantly Residential" MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.

0.1.3 [Intentionally left blank.]

0.1.4 Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

0.1.5 Hybrid Loop is a local Loop and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an SBC wire center and the demarcation point at the customer premises.

0.1.6 Mass Market Customer is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises with a transmission capacity of 23 or fewer DS-0s.

0.1.7 [Intentionally left blank.]

0.1.8 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.

0.1.9 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.

0.1.10 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.

0.1.11 Tier 3 Wire Centers. In accordance with Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.

0.1.12 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated in accordance with the TRRO, including Rule 51.5 as follows: A business line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

0.1.13 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.

0.1.14 A "DS1 Loop", in accordance with Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.

0.1.15 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1).

0.1.16 [Intentionally left blank.]

0.1.17 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path.

0.1.18 Dedicated Transport is defined as set forth in Rule 51.319(e)(1).

0.1.19 [Intentionally left blank.]

0.1.20 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. "Commingle" means the act of commingling.

0.1.21 "Commingled Arrangement" means the arrangement created by Commingling.

0.1.22 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).

0.1.23 "Rule" refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

1.0 TRO Affected Elements

1.1 TRO-Affected Elements. SBC shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC's Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:

(i) [Intentionally left blank]
(ii) OCn level dedicated transport[1];
(iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops). To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.
(iv) OCn loops;
(v) the feeder portion of the loop as a stand alone UNE under Section 251;
(vi) packet switching, including routers and DSLAMs;
(vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities, except as provided for in Section 11.2 of this Attachment;
(viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except as provided for in Section 11.1.2 of this Attachment;
(ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
(x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
(xi) line sharing, except as grandfathered as provided in the TRO.

1.2 Cessation TRO Affected Elements - New Orders. SBC is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).

[1] Nothing herein is meant to indicate any agreement as to whether SBC is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, SBC and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements:

1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, SBC will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein ("Identified Facility"). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.

1.3.2 For any TRO Affected Element that SBC provides notice, SBC shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from SBC pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction including those services ordered from a Tariff. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule and/or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a service order is generated, the applicable service order charge will be the only applicable charge. For example, if the CLEC transitions to a special access service, only applicable order charges from the access tariff will apply. SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.1.3.2(i), above, and if CLEC and SBC have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then SBC will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

1.5 [Intentionally Left Blank.]

2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements

To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.

2.1 SBC shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, except as follows:

2.1.1 SBC shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) as may be modified by effective orders issued by the Public Utilities Commission of Ohio, such as those decided or issued in Case No. 05-298-TP-UNC and Case No. 05-299-TP-UNC. The price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established, if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, SBC must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to SBC to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment. The Parties acknowledge that if CLEC does not have an Embedded Base ULS/UNE- customers served through the Agreement then the terms and conditions of this Section 2.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and CLEC reserves its rights as to whether the requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law.

2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.

2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that SBC has available and activated in the Local Circuit Switch.

2.1.1.3 In accordance with Rule 51.319(d)(4)(i), SBC shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.

2.1.2 SBC shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending upon the earlier of:

(a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the ULS or UNE-P;
(b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or
(c) March 11, 2006.

2.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement by March 11, 2006. CLEC and SBC agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRRO to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.

2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.

2.1.3.2 SBC will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions

2.1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge.

2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, SBC, without further notice or liability, will re-price such arrangements to market-based rates. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and SBC does not complete all of the tasks necessary to complete a requested conversion or migration, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus $1.00.

2.1.4 Notwithstanding the foregoing provisions of Section 2.1 and unless the CLEC specifically requests or has contractually agreed otherwise, to the extent an Embedded Base ULS/UNE-P customer is migrated to a functionally equivalent alternative service arrangement prior to March 11, 2006, the ULS/UNE-P Transition Rate shall continue to apply until March 10, 2006, provided that the alternative arrangement is purchased by CLEC from SBC.

2.2 The provisions of this Section 2.0, apply and are operative with respect to SBC's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport

3.1 SBC is not required to provision the following new high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251 combination, except as follows:

3.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), SBC is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis.

3.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required of SBC in that Wire Center, except as otherwise set forth in this Attachment.

3.1.2.1 In accordance with Rule 51.319(a)(4)(ii), SBC is not obligated to provision to CLEC more than ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as unbundled Loops.

3.1.3 DS3 Loops. In accordance with Rule 51.319(e)(2), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of SBC in that Wire Center, except as otherwise set forth in this Attachment.

3.1.3.1 In accordance with Rule 51.319(e)(2), SBC is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.9 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.4.1 In accordance with Rule 51.319(3), SBC is not obligated to provision to a CLEC more than ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

3.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 In accordance with Rule 51.319(e)(2), SBC is not obligated to provision to a CLEC more than twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

3.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Dark Fiber Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 loops and DS1 and DS3 dedicated transport facilities that SBC is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, SBC shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that SBC is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, SBC shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

3.2.1 During the transition periods defined in Section 3.2 the rates for the High-Capacity Loop and Transport Embedded Base arrangements, in accordance with Rule 51.319(a), shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%* effective as of March 11, 2005. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

3.2.2 Where SBC is no longer required to provide the Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.

With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to SBC by the end of the transition period.

3.2.2.1 SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

3.2.2.2 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge. SBC will not impose any untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time, where the service is already established and will remain in place, in connection with any conversion of its Embedded Base.

3.2.2.3 [Intentionally left blank.]

3.2.2.4 If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then

on March 11, 2006, SBC, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to SBC, SBC shall disconnect such arrangements that remain in place as of September 11, 2006.

4.0 Non-Impaired Wire Center Criteria and Related Processes

4.1 SBC has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.8 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.9 and 0.1.10 have been met. SBC's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the applicable transition period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by SBC's wire center designation as of the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any affected Dark Fiber Transport arrangements affected by SBC's wire center designations as March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. SBC will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the Public Utilities Commission of Ohio has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.8, 0.1.9 or 0.1.10 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the SBC wire center non-impairment designation, the CLEC will provide a self-certification to SBC identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by SBC as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to SBC claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to SBC. In the event that the CLEC issues a self-certification to SBC where SBC has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and SBC must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.0. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, SBC shall provision the requested facilities in accordance with CLEC's order and within SBC's standard ordering interval applicable to such facilities. If SBC in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, SBC will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

4.1.1 The parties recognize that wire centers that SBC had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that was not designated by SBC as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, SBC may add the wire center to its list of designated wire centers and the Parties will use the following process:

4.1.1.1 SBC may update the wire center list as changes occur.

4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, SBC will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

4.1.1.3 SBC will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

4.1.1.4 In the event the CLEC disagrees with SBC's determination and desires not to have the applicable established DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected as set forth in Section 4.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to SBC.

4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against SBC's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 12 months, transition applicable to DS1/DS3 Dedicated Transport is within 12 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 18 months. All Transitional Periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.

4.1.1.6 If the CLEC does provide self-certification pursuant to Section 4.1.1.4 to dispute SBC's designation determination, SBC may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

4.1.2 If the Ohio Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If a CLEC withdraws its self-certification after a dispute has been filed with the Ohio Commission, but before the Ohio Commission has made a determination regarding the wire center designation, the

wire center designation(s) that were the subject of the dispute will be treated as though the Ohio Commission approved SBC's designations.

4.1.3 SBC may dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: SBC shall notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. SBC will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Attachment, whichever is later. SBC shall include with the filing of its direct case testimony and exhibits which may reasonably be supplemented. To the extent to which this filing contains confidential information, SBC may file that information under seal. SBC shall offer to enter into a protective agreement under which SBC would provide such confidential information to CLEC. SBC shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. SBC will notify CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the case number and directions for accessing the docket on the Public Utilities Commission of Ohio's website. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The Public Utilities Commission of Ohio's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Public Utilities Commission of Ohio to adopt a case schedule resulting in the prompt resolution of the dispute. SBC's failure to file a timely challenge, i.e., 60 calendar days after the self certification or within 60 days of the effective date of this Attachment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by SBC of its rights to challenge any subsequent self certification for the affected wire center except as provided below. SBC shall promptly notify CLECs via Accessible Letter of any time where SBC has waived its ability to challenge a self-certification as to any wire center for carrier. SBC may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1. During the pendency of any dispute resolution proceeding, SBC shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

4.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the applicable transition period is within the initial TRRO transition period described in Section 3.2.1 of this Attachment, CLEC will provide true-up based on the FCC transitional rate i.e., the rate that is the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15%. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by SBC after March 11, 2005, thirty days after SBC's notice of non-impairment. The transitional rate as set forth in Section 3.2.1 of this Attachment will continue to apply until the facility has been transitioned or through the end of the applicable transition period described in Section 3.2 of this Attachment, whichever is earlier. For all other affected loop/transport elements, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after SBC ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 3.2.1 of this Amendment.

4.1.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, SBC will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which SBC intends to rely, which will include the detailed business line information for the SBC wire center or centers that are the subject of the dispute.

4.2 [Intentionally left blank.]

4.3 The provisions of Section 3.2.2 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by SBC in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

4.4 SBC will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection consistent with the end of the applicable transitional period identified in Section 4.1.1.5. SBC will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

4.5 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.

4.6 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and SBC OHIO have failed to reach agreement under Section 3.2.2.4 above as to a substitute service arrangement or element, then SBC may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.

4.7 [Intentionally left blank.]

4.8 [Intentionally left blank.]

4.9 [Intentionally left blank.]

4.10 When more than 60 days from the issuance of an SBC designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify, provided that it does so self-certify within 12 months (for DS1 or DS3 loops and transport) or 18 months (for dark fiber loops and transport) after the issuance of the Accessible Letter. SBC may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4.1 and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

5.0 Commingling and Commingled Arrangements

5.1 SBC shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC. For the Commingled Arrangements listed in this Section 5.1, and any Commingled Arrangements voluntarily made available by SBC in the future for any of the 13 SBC ILEC states (i.e., the availability and subsequent posting to CLEC On-line was not as a result of a State Commission Order), SBC will make such Commingled Arrangements available in Ohio except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Ohio. Where SBC in any of its 13 ILEC States voluntarily provides a particular Commingled Arrangement to any CLEC in response to a BFR request (i.e., not as a result of a dispute resolution involving the BFR requesting such Commingled Arrangement), SBC will make such Commingled Arrangement available in Ohio under this Agreement, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Ohio. The types of Commingled Arrangements which SBC is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. The following SBC Commingled Arrangements have been posted to CLEC-Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:

i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#
viii. UNE loop to special access multiplexer
ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
xiii. While not a commingling arrangement, SBC will support the connection of high-capacity loops to a special access multiplexer.

# Indicates that FCC's eligibility criteria of Rule 51.318(b) applies, including the collocation requirement.

5.1.1 To the extent that SBC requires the CLEC to submit orders for the commingling arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.

5.1.2 For any commingling arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by SBC, CLEC shall request any such desired commingling arrangement and SBC shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available SBC

will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.

5.2 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, SBC shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from SBC (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.

5.3 [Intentionally left blank.]

5.4 For example, without limitation of this provision, SBC will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, SBC will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, SBC will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.

5.5 Upon request, and to the extent required by applicable law and the applicable provisions of this Attachment, SBC shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC (as well as requests where CLEC also wants SBC to complete the actual Commingling), except that SBC shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from SBC, and SBC shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from SBC.

5.6 SBC shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from SBC. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any SBC tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.

5.7 When CLEC purchases Commingled Arrangements from SBC, SBC shall charge CLEC element-by-element and service-by-service rates. SBC shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC's Triennial Review Order. As a general matter, "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.

5.8 [Intentionally left blank.]

5.9 SBC agrees that CLEC may request to Commingle the following elements to the extent that SBC is required to provide them pursuant to Section 271 of the Act ("271 Elements") or Applicable Law: (i) Local Loop

transmission from the central office to the End Users' premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services).

5.10 Unless expressly prohibited by the terms of this Attachment, SBC shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from SBC, (ii) services obtained from third parties or (ii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with SBC.

6.0 EELs

6.1 SBC agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. SBC shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, SBC shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC's underlying Agreement.

6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:

(A) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or

(B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service.

6.3 SBC shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. SBC shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service eligibility criteria:

6.3.1. CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. SBC hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.

6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to SBC. Provided that SBC has received such self certification from CLEC, SBC shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled Network Elements.

6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 6, and not to self-certifications relative to routes, buildings and wire centers.

6.3.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):

(i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
(ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;
(iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
(iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment;
(v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;
(vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
(vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.

6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:

(A) Established pursuant to Section 251(c)(6) of the Act and located at SBC's premises within the same LATA as the customer's premises, when SBC is not the collocator; or

(B) Established pursuant to any collocation type defined in any SBC Tariff to the extent applicable, or any applicable CLEC interconnection agreement.

(C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.

6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.

6.3.6 [Intentionally left blank.]

6.3.7 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing SBC written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, SBC shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL

6.3.8 SBC may audit CLEC's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Ohio with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the service eligibility criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon SBC's written notice that an audit will be performed for Ohio, subject to Section 6.3.8.4 of this Section.

6.3.8.1 To invoke its limited right to audit, SBC will send a Notice of Audit to CLEC, identifying examples of particular circuits for which SBC alleges non-compliance and the cause upon which SBC rests its audit. The Notice of Audit shall also include all supporting documentation upon which SBC establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which SBC seek to commence an audit.

6.3.8.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.

6.3.8.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

6.3.8.4 SBC shall provide CLEC with a copy of the report within 2 business days from the date of receipt. If the auditor's report concludes that CLEC failed to comply in all material respects with the eligibility criteria, CLEC must true-up any difference in payments paid to SBC and the rates and charges CLEC would have owed SBC beginning from the date that the noncompliant circuit was established as a UNE/UNE combination (unless there is clear evidence in the auditor's report that the noncompliance occurred after the date the circuit was established, in which case true-up shall apply from such date of noncompliance), in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Attachment is effective. CLEC shall submit orders to

SBC to either convert all noncompliant circuits to the equivalent or substantially similar wholesale service or disconnect noncompliant circuits. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the trued-up and correct rates and charges for each converted circuit beginning with the next billing cycle following SBC' acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Ohio Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. However CLEC shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant circuit for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding within such 30-day time period, SBC may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC's customer's service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis in addition to paying trued-up and correct rates and charges, as provided by this section. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the Service Eligibility Requirements conditions set forth in this Section 6 for that UNE, arrangement, or circuit, as the case may be. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Ohio Commission and if the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to SBC and SBC shall retain any disputed amounts already paid by CLEC.

6.3.8.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse SBC for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse SBC in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.8.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.

6.3.8.6 To the extent the auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements, SBC must reimburse CLEC for all of its reasonable costs associated with the audit.

6.3.8.7 CLEC will maintain the appropriate documentation to support its self certifications of compliance with the Eligibility Criteria pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its self certifications for as long as the Agreement is operative, plus a period of two years. SBC can seek such an audit for any particular circuit for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the date the circuit was established) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the date the circuit was established.

6.3.8.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

6.3.8.9 In the event the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6 is limited to two years prior to the date of the invoice containing the backbilling following the results of the audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to SBC from CLEC's collocation arrangement.

6.4.2 SBC will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.

6.4.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1 unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.

6.5 [Intentionally left blank.]

6.6 Other than the service eligibility criteria set forth in this Section, SBC shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer

7.0 Availability of HFPL for Purposes of Line Sharing

7.1 SBC shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the HFPL in accordance with Rules 51.319(a)(1)(i)-(iv) and (b)(1).

7.2 Grandfathered and New End-Users: SBC will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC charged prior to October 2, 2003 as set forth in Appendix Pricing of this Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, SBC shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from SBC, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement.

8.0 Routine Network Modifications

8.1 Routine Network Modifications – UNE Local Loops

8.1.1 SBC shall make all routine network modifications to UNE Local Loop facilities used by CLEC where the requested UNE Local Loop facility has already been constructed. SBC shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.1.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that SBC ordinarily attaches to activate such loops for its own customers, Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.

8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; or constructing and/or placing new manholes, or conduits or installing new terminals. SBC is not obligated to perform such activities.

8.1.4 [Intentionally left blank.]

8.1.5 [Intentionally left blank.]

8.1.6 SBC shall be entitled to recover the costs of routine network modifications, to the extent such costs are not otherwise recovered through the recurring or non-recurring charges in SBC's current UNE rates.

8.1.6.1 SBC has established the following interim prices to be charged to CLEC for the routine network modifications (RNM) identified below:

i. Repeaters (per repeater)
   a. Initial installation--$588.24
   b. Subsequent channels with trip--$498.28
   c. Subsequent channels without trip--$414.32

ii. Dark Fiber Transport Splicing (per splice)
   a. Initial--$726.65
   b. Additional splices, same enclosure--$185.50
   c. Additional splices, different enclosure, same path--$521.66

8.1.6.2 Any costs for other RNMs which SBC asserts are not otherwise recovered through SBC's recurring or non-recurring charges associated with SBC's current UNE rates shall be addressed in the following manner: The first time an RNM function is performed by SBC on behalf of a CLEC, SBC should perform all functions and take all steps necessary to provide access to the requested UNE, including RNM, in a timely manner, and should charge that CLEC and all subsequent CLECs requesting that function an interim price for such service.

8.1.6.3 The interim prices set forth or provided for in this Section 8.1.6 shall apply until SBC and CLEC agree to other rates or until the State Commission determines different rates. The interim prices set forth or provided for herein shall be subject to true-up, back to the effective date of this Amendment, upon the effectiveness of the Ohio Commission's final order in a proceeding to

determine appropriate rates for RNMs. SBC or CLEC may seek Ohio Commission review of any interim prices charged pursuant to this subsection 8.1.6.

8.2 Routine Network Modifications –UNE Dedicated Transport and Dark Fiber

8.2.1 SBC shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by CLEC where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. SBC shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.2.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.

8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals. SBC is not obligated to perform the above stated activities for a CLEC. However, when a CLEC purchases Dark Fiber, SBC shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 Batch Hot Cut Process

The "Batch Hot Cut Process Offerings" are new hot cut processes developed after multi-state collaboration between SBC and interested CLECs. The Batch Hot Cut Process Offerings are available to CLECs in addition to any hot cut processes available pursuant to CLEC's underlying interconnection agreement. The Batch Hot Cut Process Offerings are designed to provide additional hot cut options for conversions of voice service provisioned by SBC Ohio as resale, UNE-P, or Local Wholesale Complete™ to CLEC-provided analog, circuit switching. Detailed information and documentation regarding each of the Batch Hot Cut Process Offerings (including order guidelines, supported ordering scenarios, volume limitations (where applicable), and available due date intervals/cut times) is contained on SBC's CLEC Online website (or successor website). Any future enhancements or modifications to SBC's Batch Hot Cut Process Offerings will be made in accordance with SBC's Change Management Process. SBC will ensure that its Batch Hot Cut Process Offerings comply with all applicable Public Utilities Commission of Ohio batch cut rulings.

9.1 General:

9.1.1 Enhanced Daily Process: The "Enhanced Daily Process" option is designed to support hot cuts associated with new customer acquisitions. SBC places no limitations on the number of Enhanced Daily Process orders CLEC may place per day.

9.1.2 Defined Batch Hot Cut Process: The "Defined Batch Hot Cut Process" is designed to support hot cuts associated with the conversion of CLEC's embedded base customers from service provisioned using SBC-provided switching to service provisioned using CLEC-provided switching. CLEC may request up to one hundred hot cuts per day per central office using the Defined Batch

Hot Cut Process. The maximum number of Defined Batch Hot Cut Process requests that SBC must accept for a single day in a single central office for all CLECs combined is two hundred lines.

9.1.3 Bulk Project Offering: The "Bulk Project Offering" is designed to support large volumes of hot cuts associated with the conversion of CLEC's embedded base customers from service provisioned using SBC-provided switching to service provisioned using CLEC-provided switching.

9.2 Pricing For Batch Hot Cut Process Offerings. The per line rates applicable for each available Batch Hot Cut Process Offering option are set forth on the attached Batch Hot Cut Process Offerings Pricing Schedule, which is incorporated herein by this reference. The rates contained in the Batch Hot Cut Process Offering Pricing Schedule only apply to Batch Hot Cut Process Offering hot cut requests. To the extent that the rate application and/or rate structure for the Batch Hot Cut Process Offerings conflicts with provisions contained in CLEC's underlying interconnection agreement, the rate structure and/or rate application contained in the Batch Hot Cut Process Offering Pricing Schedule prevails for Batch Hot Cut Process Offering requests only. This Attachment does not modify the rate structure or rates applicable for any hot cuts requested using other hot cut processes supported by CLEC's underlying interconnection Agreement.

10.0 Conversions

10.1 Conversion of Wholesale Services to UNEs

10.1.1 Upon request, SBC shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, SBC will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. SBC agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, SBC agrees to process CLEC's conversion requests on a case-by-case basis and without delay.

10.1.2.1 For UNE conversion orders for which SBC has either a) not developed a process or b) developed a process that falls out for manual handling, SBC will charge CLEC the Electronic Service Order (Flow Thru) Record charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then SBC may charge service order charges and/or record change charges, as applicable.

10.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, SBC shall not impose any untariffed termination charges, or any disconnection fees, re-connection fees, or charges associated with converting an existing wholesale service or group of wholesale services to UNEs or combinations of UNEs. SBC may charge applicable service order charges or record change charges.

10.1.3 SBC will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service

reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions

10.1.3.1 CLEC agrees to pay all non-recurring charges applicable to the conversion provided the order activities necessary to facilitate such conversion involves physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the conversion the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge. SBC will not impose any untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time, where the service is already established and will remain in place.

10.1.4 SBC shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

10.1.5 Except as provided in 10.1.2, in requesting a conversion of an SBC service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular SBC service sought to be converted.

11.0 FTTH Loops, FTTC Loops, Hybrid Loops and Retirement of Copper Loops

11.1 The following terms shall apply to FTTH and FTTC Loops.

11.1.1 New Builds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where SBC has deployed such a Loop to premises that previously were not served by any SBC Loop.

11.1.2 Overbuilds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when SBC has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

(a) SBC shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless SBC retires the copper Loop pursuant to the terms of Section 11.1.3.
(b) If SBC maintains the existing copper Loop pursuant to this Section 11.1.2, SBC need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, SBC shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.
(c) For each copper loop retired pursuant to Section 11.1.3 below, SBC shall offer to provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop

available. CLEC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.

11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, SBC must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements and must provide CLECs using such copper loops with a copy of such Short Term notice via an accessible letter SBC will perform, upon CLEC request, a line station transfer ("LST") where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in SBC's Generic Interconnection Agreement.

11.1.4 SBC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to, or ability to tap the full capabilities of, a local loop or subloop. As such, SBC's modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC's access to distribution subloop) shall not limit or restrict CLEC's ability to access all of the loop features, functions and capabilities, including DSL capabilities, nor increase the price of any loop used by, or to be used by, CLEC. Furthermore, SBC will comply with Rules 51.325 through 51.335, and any applicable state requirements.

11.2 Hybrid Loops Generally.

11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services SBC shall provide CLEC with nondiscriminatory access to the time division multiplexing (TDM) features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to CLEC's self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the SBC central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, SBC is required to only make the TDM functionality available on an unbundled basis.

11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, SBC shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.

11.2.3 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Appendix. SBC may not impose special construction or other non-standard charges to provision such Hybrid Loops except as provided under this Agreement.

11.2.4 Feeder. SBC shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

12.0 Use of Unbundled Network Elements

12.1 Except as provided in Section 6.0 of this Attachment, SBC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service CLEC seeks to offer.

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

12.3 A CLEC that accesses and uses an unbundled network element consistent with paragraph 12.2 may provide any telecommunications services over the same unbundled network elements.

13.0 [Intentionally left blank.]

14.0 Entrance Facilities and Interconnection Facilities.

14.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with SBC's networks, are Entrance Facilities that will no longer be Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

14.2 Notwithstanding Section 14.1, SBC is required to provide access to facilities that CLEC requests to interconnect with SBC's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").

BATCH HOT CUT PROCESS OFFERING—PRICING SCHEDULE

Rate Element	USOC	Rate	
Enhanced Daily Rates			
Enhanced Daily FDT Basic	NRFHA	$29.82	
Enhanced Daily CHC Basic	NRFHB	$33.78	
Enhanced Daily IDLC Basic	NRFHC	$62.54	
Defined Batch Rates			
Defined FDT Basic	NRFHD	$23.71	
Defined CHC Basic	NRFHE	$25.04	
Defined FDT Expanded	NRFHF	$23.84	
Defined CHC Expanded	NRFHG	$25.12	
Defined IDLC Basic	NRFHH	$61.02	
Bulk Batch Rates			
Bulk FDT Basic	NRFHJ	$23.69	
Bulk CHC Basic	NRFHK	$25.03	
Bulk FDT Expanded	NRFHL	$23.81	
Bulk CHC Expanded	NRFHM	$25.11	
Bulk FDT Premium	NRFHN	$26.09	
Bulk CHC Premium	NRFHO	$27.70	
Bulk IDLC Basic	NRFHP	$61.01	

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
AND
XO COMMUNICATIONS SERVICES, INC.

This Amendment amends the Interconnection Agreement by and between The Ohio Bell Telephone Company[1] d/b/a AT&T Ohio ("AT&T Ohio") and XO Communications Services, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Ohio.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated October 31, 2001 (the "Agreement"); and

WHEREAS, AT&T, members of the CLEC community and representatives of the state Commissions staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in collaborative Six Month Review sessions over a period of fourteen months for the purpose of agreeing to modifications to the current Commission-approved/ordered Performance Measures and Remedies Plan for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Six Month Review"); and

WHEREAS, that Six Month Review resulted in an agreed upon Plan, subsequently approved by the state Commission; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement that Six Month Review Plan by updating the existing performance measures and remedies provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by replacing the existing performance measures and remedies provisions of the underlying Agreement with the new Appendix Performance Measures attached hereto.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 2.

3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions.

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

4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio and shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing (the "Amendment Effective Date"). Provided however, the revised performance measures and remedies of the new Appendix Performance Measures shall be implemented as of December 1, 2007 for performance beginning with December 2007 results.

6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

XO Communications Services, Inc.

By: _____

Printed: Heather B. Gold

Title: SVP-External Affairs
(Print or Type)

Date: 11/8/07

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

By: _____

Printed: Eddie Reed, Jr.

Title: Director-Contract Management

Date: 11-16-07

Resale AECN # *2796*

UNE AECN # *7520*

Facilities Based AECN # *7520*

ACNA *TQW*

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 AT&T Midwest means the AT&T ILECs as identified in the General Terms and Conditions operating in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The performance measurements and remedy plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T Midwest is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and state Commission decisions/regulations, tariffs, and within this interconnection agreement.

1.2 Performance Measurements means the set of performance measurements approved by the specific State Commission in the state-specific proceeding(s) listed in Section 1.8 below. The first set of measurements effective under this agreement is that first submitted in the proceeding listed in Section 1.8 below after October 15, 2007. For purposes of implementation, such measures shall be effective as of December 1, 2007 for performance beginning with December 2007 results.

1.3 AT&T Midwest Remedy Plan means the first remedy plan filed for State Commission review and approval in the state-specific proceeding listed in Section 1.9 below on or after October 15, 2007. For purposes of implementation, that remedy plan shall be effective as of December 1, 2007 for performance beginning with December 2007 results.

1.4 Any subsequent Commission-approved additions, modifications and/or deletions to the Performance Measurements shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed-to by the parties.

1.5 Any future Commission-ordered additions, modifications and/or deletions to the AT&T Midwest Remedy Plan (and its supporting documents) in the proceedings or under the Rule as listed in Section 1.8 below, or any successor proceeding or Rule, shall be incorporated into this Interconnection Agreement by amendment subject to the terms and conditions of this Interconnection Agreement only if the Parties agree to such amendment in writing. This requirement for agreement of the parties does not extend to any Commission-ordered changes to a remedy obligation specifically contemplated by the Plan, including, but not limited to waiver of liability due to force majeure or CLEC-caused misses. Such changes to the remedy obligations shall apply upon Commission decision, regardless whether a CLEC participates in the Commission proceeding resulting in such remedy obligation change or specifically agrees to such change.

1.6 AT&T Midwest's agreement to implement this Performance Measurements Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. AT&T Midwest and CLEC agree that CLEC may not use the existence of this Plan as evidence that AT&T Midwest has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T Midwest conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance measurements plan agrees that AT&T Midwest's performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.

1.7 Nothing herein shall be interpreted to be a waiver of AT&T Midwest's right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages and remedy plan.

1.8 Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:

- Illinois – 83 IL. Administrative Code Part 731
- Indiana – Cause No. 41657
- Michigan – Case No. U-11830
- Ohio – Case No. 00-942-TP-COI
- Wisconsin – 6720-TI-198

2.0 Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 of the AT&T Midwest Remedy Plan.

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
AND
XO COMMUNICATIONS SERVICES, INC.

The Interconnection Agreement dated October 30, 2001 by and between The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T Ohio")[1] and XO Communications Services, Inc. ("XO") ("Agreement") effective in the State of Ohio is hereby amended as follows:

1. Article XXI Term and Termination Section 21.1 Term of Agreement is amended by adding the following section:

   21.1.1 Notwithstanding anything to the contrary in this Article XXII, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing June 7, 2007 until June 7, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from XO, by AT&T Ohio pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.

2. The Parties acknowledge and agree that AT&T Ohio shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

5. Based on the practice of the Public Utilities Commission of Ohio, the Amendment is effective upon filing and is deemed approved by operation of law on the 31st day after filing.

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

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 10th day of January, 2008, by AT&T Ohio, signing by and through its duly authorized representative, and XO, signing by and through its duly authorized representative.

XO Communications Services, Inc.

By: _____

Name: Heather B. Gold
(Print or Type)

Title: SVP-External Affairs
(Print or Type)

Date: 12/12/07

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

By: _____

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: Director - Interconnection Agreements

Date: 1-10-08

FACILITIES-BASED OCN # 7520

UNE OCN # 7520

RESALE OCN # 2796

ACNA TQW

RETAIL TARIFF AMENDMENT
TO
INTERCONNECTION AGREEMENT UNDER SECTION 251 AND 252 OF THE TELECOMMUNICATIONS SECTION OF 1996
BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
AND
XO COMMUNICATIONS SERVICES, INC.

This is a Retail Tariff Amendment (the "Amendment") to the Interconnection Agreement, including, without limitation, all appendices and attachments thereto (the "Agreement"), by and between The Ohio Bell Telephone Company[1] d/b/a AT&T Ohio ("AT&T Ohio") and XO Communications Services, Inc. ("CLEC") (collectively referred to as "the Parties") previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

WHEREAS, On August 12, 2003, the United States Court of Appeals 7th Circuit in *Wisconsin Bell v. Bie* concluded that an Incumbent Local Exchange Carrier (ILEC) cannot be required by a state to tariff the terms and conditions of its wholesale offerings that are required pursuant to §251 of the Telecommunications Act of 1996 (the "1996 Act"); and,

WHEREAS, in its Opinion and Order in Case No. 06-1345-TP-ORD, dated June 6, 2007, the Public Utilities Commission of Ohio held that all regulated nonresidential Tier 2 services and all regulated toll services shall no longer be included in tariffs filed with the Commission, and,

WHEREAS, on April 1, 2008, AT&T Ohio will move the rates, terms and conditions for certain of its regulated retail services (as defined by Ohio law) from the retail tariff to the AT&T Ohio Guidebook (the "Guidebook"); and,

WHEREAS, such certain regulated retail services include non-residential Tier 2 services and all message toll services (residential and non-residential) and more specifically exclude:

Primary business local exchange service access line and local usage
Number Only Caller ID
2nd and 3rd business local exchange service access lines and usage in non-competitive exchanges
Call Trace in non-competitive exchanges
Call Waiting in non-competitive exchanges
N-1-1 Service in non-competitive exchanges
Non-Pub Service in non-competitive exchanges
Payphone Access Lines in non-competitive exchanges
Per Line Call Blocking in non-competitive exchanges
Switched and Special Access services; and,

WHEREAS, the Parties desire to amend their current Agreement to reflect the above-referenced changes.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. INTRODUCTION

1.1 The Recitals hereon are incorporated into this Amendment.

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

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

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

2. AMENDMENT TO THE AGREEMENT

2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:

2.1.1 All references in the Agreement, if any, to the retail tariff, or the like, shall be deemed to include the AT&T Ohio Guidebook (including, without limitation, its rates, terms and conditions). AT&T Ohio will post the Guidebook to an AT&T website at att.com/guidebook on or about March 1, 2008 and it will become effective on April 1, 2008.

2.1.2 Any changes to the rates, terms and conditions of the Guidebook will be automatically incorporated herein effective on the date any such change is made or otherwise effective as stated in the Guidebook.

3. AMENDMENT EFFECTIVE DATE

3.1 Based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing ("Amendment Effective Date") and is deemed approved by operation of law on the 91st day after filing.

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. RESERVATIONS OF RIGHTS

5.1 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. MISCELLANEOUS

6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

6.2 This Amendment constitutes the entire amendment of the Agreement concerning the subject matter hereof and supersedes all previous proposals, both verbal and written.

6.3 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date".

XO Communications Services, Inc.

By: _____

Printed: Heather B. Gold

Title: External Affairs

(Print or Type)

Date: 3/10/08

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

By: _____

Printed: Eddie A. Reed, Jr

Title: Director - Interconnection Agreements

(Print or Type)

Date: 4.3.08

Resale OCN *2796*
UNE OCN *7520*
Switch Based OCN *7520*
ACNA *TQW*

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
AND
XO COMMUNICATIONS SERVICES, INC.

The Interconnection Agreement ("the Agreement") by and between The Ohio Bell Telephone Company[1] d/b/a AT&T Ohio ("AT&T Ohio") and XO Communications Services, Inc. ("CLEC") is hereby amended as follows:

(1) Add Appendix Coordinated Hot Cut (CHC), which is attached hereto and incorporated herein by this reference.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(4) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

(5) Based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing.

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

XO Communications Services, Inc.

By: _____

Printed: Heather B. Gold

Title: SVP-External Affairs
(Print or Type)

Date: May 13, 2008

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

By: _____

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 5·22·08

	Resale OCN	UNE OCN	Switch Based OCN
OHIO	2796	7520	7520

ACNA: TQW

APPENDIX COORDINATED HOT CUT (CHC)

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APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.1 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.2 AT&T-13STATE - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.3 AT&T CALIFORNIA - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.

1.4 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.

1.5 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.6 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.

1.7 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.8 "Conversion of Service" is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.

1.9 "Designated Installation" is defined as an installation of service occurring at a specific time of day as specified by CLEC.

2. CHC SERVICE DESCRIPTION

2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours.

2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the AT&T-13STATE.

2.3 AT&T-13STATE may limit the number of service orders that can be coordinated based on workload and resources available. AT&T shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.

2.4 The AT&T-13STATE reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts the AT&T-13STATE's ability to provide its baseline service. Where time permits, the AT&T-13STATE will make every effort to notify CLEC when such unanticipated activities occur.

3. CHC PRICING

3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.

3.2 When CLEC orders CHC service, AT&T-13STATE shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:

3.2.1 AT&T MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)[1]

3.2.2 AT&T NEVADA - PUCN, Section C13A, 13.2.6(c)

3.2.3 AT&T CALIFORNIA - Access Tariff 175-T, Section 13.2.6(c)

3.2.4 AT&T SOUTHWEST REGION 5-STATE - Appendix Pricing, Schedule of Prices, "Time and Materials Charges"

3.2.5 AT&T CONNECTICUT - Connecticut Access Service Tariff, Section 18.1(3)

3.3 In the event the AT&T-13STATE fails to meet a CHC Service commitment for reasons within the control of AT&T-13STATE, AT&T will not charge CLEC a CHC Service charge. However, in the event AT&T misses a CHC Service commitment due to CLEC, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, AT&T-13STATE's inability to gain access to CLEC's end user's premises, or CLEC/end user is not ready to proceed with the order, the CHC charge will apply and AT&T-13STATE is no longer obligated to ensure a CHC is on that order.

[1] AT&T-13STATE will not charge the additional labor rate in a particular state in the AT&T MIDWEST 5-STATE region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superceded by that state's commission order approving new non-recurring Lawful UNE rates.

AMENDMENT TO THE INTERCONNECTION AGREEMENT BY AND BETWEEN THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO AND XO COMMUNICATIONS SERVICES, INC.

Pursuant to this Amendment, (the "Amendment"), XO Communications Services, Inc. ("CLEC"), and The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T Ohio"), hereinafter referred to collectively as (the "Parties"), hereby agree to amend that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 between the Parties dated October 30, 2001 ("Agreement").

WHEREAS, AT&T Ohio and CLEC entered into the Agreement on October 30, 2001 and;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

(1) This Amendment adds the Appendix Microwave Entrance Facility Collocation.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(4) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

(5) Based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing.

XO Communications Services, Inc.

By: _____

Printed: Heather B. Gold

Title: SVP-External Affairs
(Print or Type)

Date: 5/14/08

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

By: _____

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 5-23-08

	Resale OCN	UNE OCN	Switch Based OCN
OHIO	2796	7520	7520

ACNA: TQW

APPENDIX MICROWAVE ENTRANCE FACILITY COLLOCATION

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APPENDIX MICROWAVE ENTRANCE FACILITY COLLOCATION

1. INTRODUCTION

This Appendix sets forth the terms and conditions applicable to AT&T-13STATE and CLEC for Microwave Entrance Facility collocation service (also referred to herein as "Microwave Entrance Facilities"). All requirements in the General Terms and Conditions and Appendix Collocation of this Interconnection Agreement also apply to Microwave Entrance Facility Collocation.

1.1 CLEC's Microwave Entrance Facilities. A description of CLEC's Microwave Entrance Facilities including all necessary specifications for the placement and operation of such Microwave Entrance Facilities, which may include radio frequency transmitting and receiving equipment, transmission lines, radio frequency transmitting and receiving antennae, supporting structures and other appurtenant and necessary equipment to be placed on the Premises is agreed to by the parties as described in Section 5 of the Microwave Appendix. Entrance facilities are dedicated transmission facilities that connect ILEC and CLEC locations. Specifically, these locations must be either wire centers or switches.

1.2 As used herein, AT&T-13STATE ("AT&T-13STATE") means the applicable ILEC(s) from the following list: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 As used herein, CLEC means a telecommunications carrier requesting collocation pursuant to section 251(c)(6) of the Telecommunications Act of 1996.

1.4 The prices at which AT&T-13STATE agrees to provide CLEC with Microwave Entrance Facility will be ICB or NSCR for Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and/or Wisconsin until such time as costs and permanent cost-based rates may be determined by AT&T-13STATE.

2. DESCRIPTION

2.1 AT&T will permit physical collocation of microwave transmission facilities, except where not practical for technical reasons or because of space limitations, in which case virtual collocation of such facilities is required where technically feasible. Use of such Microwave Entrance Facility equipment is only available for the purpose of accessing AT&T-13STATE's UNEs or interconnecting to AT&T-13STATE's network, pursuant to Sec. 251 of the Telecommunication Act of 1996, through use of the CLEC's physical collocation arrangement in AT&T-13STATE's central office. AT&T-13STATE will permit the collocation and use of microwave equipment necessary for interconnection or access to UNEs.

3. APPLICATION PROCESS

3.1 All requests for Microwave Entrance Facilities will be treated as an initial or new request. CLEC must submit an Initial Application along with the Initial Application fees, line of site survey and roof inspection when requesting the placement of Microwave Entrance Facilities equipment at an AT&T-13STATE premises. CLEC shall submit an initial physical collocation application requesting to use Microwave Entrance Facilities for each AT&T-13STATE premises that CLEC seeks to use Microwave Entrance Facilities in conjunction with its physical collocation arrangement located in the same AT&T-13STATE premises.

3.2 If AT&T-13STATE concludes that Microwave Entrance Facilities are not technically feasible for a rooftop or other suitable exterior space at an AT&T-13STATE premises requested by CLEC, AT&T-13STATE will provide CLEC with a written explanation of such technical infeasibility according to the Application response

interval, or in accordance with an agreed upon interval negotiated by the Parties. AT&T-13STATE's explanation of technical infeasibility may include, without limitation, AT&T-13STATE's known business plans to construct an addition or modification to or on the building, which would impact the line of sight required for Microwave Entrance Facilities.

4. METHOD OF PROVISIONING

4.1 Except where not practical for technical reasons or because of space limitations at AT&T-13STATE's discretion, the following method for providing space for CLEC's microwave transmission entrance facilities will be made available to the CLEC. CLEC now, or in the future may utilize other FCC licensed frequency bands it is authorized to use to provide the same services as herein described. CLEC can elect to have AT&T-13STATE perform all of the work for the design and construction for any and all physical infrastructure inside the AT&T-13STATE premises at the CLEC's cost and including any racking, conduit and cabling necessary to connect the CLEC's inside equipment to the CLEC's outside equipment at the antenna support structure. Where a list of AT&T-13STATE's Tier 1 approved suppliers (Supplier) is available, CLEC may select the Supplier(s) to provide the necessary work for the Microwave Collocation arrangement. AT&T shall consider certifying any supplier proposed by CLEC if AT&T-13STATE determines in its sole discretion that it does not already have all the Tier 1 approved suppliers that are needed. If CLEC elects to contract the work directly with the AT&T-13STATE's Supplier for the Microwave Collocation arrangement, CLEC will also pay AT&T-13STATE to monitor and/or supervise such work. As CLEC is using an AT&T-13STATE Tier 1 approved vendor, such monitoring and/or supervising will be the minimal required to ensure that all work contracted by CLEC will comply with AT&T-13STATE's nondiscriminatory practices and procedures.

4.2 Pre-Construction Site Visit to Determine Line of Sight: CLEC will submit a Pre-Construction Site Visit Request Form and pay the associated fees that are outlined in the Pre-Construction Site Visit Request Form and Non Disclosure Agreement that goes along with the Pre-Construction Site Visit Request Form. These documents are located on the CLEC OnLine website. The purpose of this Pre-Construction Site Visit is for CLEC to determine Line of Sight prior to the submission of an application for the AT&T-13STATE premises for which CLEC intends to request Microwave Entrance Facility collocation service. The Pre Construction Site Visit Request Form will set forth the name(s) of the AT&T-13STATE premises that CLEC wishes to visit for the purpose of determining the potential for placing Microwave Entrance Facilities at this location. The Pre-Construction Site Visit will take place within ten (10) business days of AT&T-13STATE's receipt of CLEC's Pre-Construction Site Visit Request Form to determine line of sight document or as soon thereafter as agreed to by the Parties. The Pre-Construction Site Visit will consist of CLEC's representative(s) and appropriate mutually agreed AT&T-13STATE personnel visiting an AT&T-13STATE premises for the purpose of CLEC determining whether an unobstructed line of sight is technically feasible from the rooftop or other suitable exterior space of the AT&T-13STATE premises. Such Pre-Construction Site Visit(s) will not obligate CLEC to request, or AT&T-13STATE to provide, Microwave Entrance Facilities at a particular AT&T-13STATE premises. When CLEC submits an application for physical collocation, which includes a request for Microwave Entrance Facilities, AT&T-13STATE will determine the feasibility and technical practicality of installing microwave equipment for the particular AT&T-13STATE premises requested based on the information provided by CLEC in the application submitted to AT&T-13STATE. If any travel expenses are incurred, the CLEC will be charged for the time AT&T employees spend traveling and will be based on fifteen minute increments. CLEC will be charged for the reasonable costs incurred by AT&T-13STATE for travel, if required, to each Pre-Construction Site Visit requested by CLEC according to the terms and conditions on the Pre-Construction Site Visit Request Form. CLEC will be responsible for providing the bi-directional un-obstructive line of sight or any other industry standard method to determine the line of site.

4.2.1 Pre-Construction Permitting Review Charge: The Pre-Construction Permitting Review Charge shall equal the sum of the hourly charges for AT&T-13STATE's personnel and/or the AT&T-13STATE's Supplier(s) employed by AT&T-13STATE, whose time is spent reasonably reviewing any permitting materials that will be used by CLEC to obtain any necessary permits for the placement of the requested Microwave Entrance Facilities. AT&T-13STATE shall have final approval authority on all

proposed conditions or those additional conditions imposed by relevant federal, state, or local jurisdictional authorities. AT&T-13STATE shall have the right to be represented at all hearings in connection with any governmental approvals sought by CLEC in regard to the placement of Microwave Entrance Facilities at AT&T-13STATE premises. The fee for AT&T-13STATE or AT&T-13STATE's Suppliers to reasonably review the permitting materials that will be used by CLEC to obtain the necessary permits for the placement of Microwave Entrance Facilities which includes without limitation all associated travel costs incurred by AT&T-13STATE, shall be assessed as an ICB charge that will be billed by AT&T-13STATE at the time CLEC submits its collocation application requesting Microwave Entrance Facilities.

4.3 Structural Analysis. After CLEC has completed its Pre-Construction Site Visit to requested AT&T-13STATE premises to determine line of sight, but prior to the submission of an application for physical collocation with Microwave Entrance Facilities, CLEC must, at its sole expense, provide a structural analysis to AT&T-13STATE. If CLEC, or CLEC's AT&T-13STATE Tier 1 approved supplier, has determined that a Pre-Construction Site Visit is necessary to perform the structural analysis, CLEC will submit a Pre-Construction Site Visit Request Form to AT&T-13STATE prior to the submission of an application for physical collocation within the AT&T-13STATE premises, indicating the name(s) of the AT&T-13STATE premises that CLEC requests it be permitted to visit for the purpose of performing a structural analysis for the potential placement of Microwave Entrance Facilities. This Pre-Construction Site Visit will be scheduled and conducted in accordance with the same procedures that are contained above in Section 4.2, when CLEC requests a Pre-Construction Site Visit to determine line of sight.

If CLEC's AT&T-13STATE Tier 1 approved supplier is able to perform the structural analysis without visiting the requested AT&T-13STATE premises, no fee for the Pre-Construction Site Visit Request to perform structural analysis will be assessed to CLEC by AT&T-13STATE.

A copy of the structural analysis must be submitted with the application for physical collocation when Microwave Entrance Facilities are requested, before AT&T-13STATE will process the collocation application for Microwave Entrance Facilities.

4.4 Roof Inspection. AT&T-13STATE may require a roof inspection at any AT&T-13STATE Premises where CLEC requests Microwave Entrance Facilities in conjunction with a physical collocation arrangement within the same AT&T-13STATE premises. A roof inspection is inclusive of all aspects of the roof environment, including but not limited to the roof itself, walls, parapets, appurtenances, drainage, conduits, grounds, platforms, and other mechanical devices located thereon and will be conducted at the same time as the initial preconstruction site visit. CLEC will bear the cost of the inspection, including any travel costs incurred by AT&T-13STATE, as specified in Section 4.2 above. AT&T-13STATE will use an AT&T-13STATE approved supplier to perform this inspection. At AT&T-13STATE's discretion, AT&T-13STATE's personnel may accompany the AT&T-13STATE approved supplier. AT&T will limit the AT&T employees accompanying the AT&T-13STATE approved supplier to AT&T employees from the local area, unless otherwise mutually agreed upon in advance. The fees associated with the Pre-Construction Site Visit for the roof inspection, must be received by AT&T-13STATE prior to the time CLEC submits its Collocation Application for Microwave Entrance Facilities. Such roof inspection shall not obligate AT&T-13STATE to allow Microwave Entrance Facilities at a particular AT&T-13STATE's premises.

4.5 In addition, in each instance where a microwave entrance facility is requested by the CLEC, a separate, Joint Implementation Agreement (JIA) specifying requirements for each request will be completed and executed by the CLEC and AT&T-13STATE within thirty (30) days of receiving an application for Microwave Entrance Facilities. Such JIA will be completed using AT&T's template and will provide for specifics relating to, but not limited to, the responsibilities of AT&T-13STATE and the CLEC for the specific microwave entrance facility request and the engineering and construction requirements specific to the placement of the selected microwave equipment and the cabling between such equipment and CLEC's existing collocation equipment in the Central Office, as well as any specific requirements needed by either Party as result of the CLEC's election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below. Parties will mutually agree on the JIA before execution. If Parties cannot agree to the requirements specified in the JIA within ninety (90) days, disputes will be handled

according to the dispute Resolution language in the underlying Interconnection Agreement ("Agreement"). The Microwave equipment selected by the CLEC, must be compliant with Section 5. CLEC must provide to AT&T-13STATE a copy of a Structural Analysis Report on an existing or proposed new antenna support structure (tower) which will be used to support CLEC's antenna(e) and waveguide attachments. The CLEC must provide to AT&T-13STATE for review and approval prior to installation of RF emission devices (antennas) documentation, including a copy of the RF Compliance study, that general population exposure limits met the RF Exposure Guidelines specified in OET Bulletin 65 for the location(s) of their proposed antenna installation.

The CLEC is responsible for compliance with all FCC and FAA rules applicable to the registration and maintenance of their antenna structures constructed on the ground or on the roof of an AT&T-13STATE building. The CLEC must file for an FAA determination, if required, and is responsible for registering the structure with the FCC if required. A valid FCC Tower Registration must be provided to AT&T-13STATE prior to the commencement of any antenna structure construction. The CLEC is responsible for any lighting and painting of the structure specified by the FCC and must comply with all applicable rules and regulations. The tower must be inspected and maintained in good condition by the CLEC. The CLEC is responsible for removing the antenna structure at the end of their contract and must file for a cancellation of the FCC Tower Registration.

4.6 The CLEC is responsible for providing AT&T-13STATE with a copy of the FCC license for the designated spectrum with their physical collocation application(s). Once the CLEC's microwave equipment has been placed, a copy of such license will be posted in an appropriate location. All AT&T-13STATE safety standards shall apply to the microwave entrance facility and associated antenna(e).

4.7 AT&T-13STATE Tower/Structure

4.7.1 Where space is available and where technically feasible, AT&T-13STATE will provide the CLEC with antenna mounting space on the AT&T-13STATE microwave tower or support structure where the CLEC's physical collocation arrangement is located, if such tower or support structure exists and has sufficient space. A reasonable, cost-based monthly recurring charge will apply for use of this mounting space. If there is no existing support structure, and space is available and it is technically feasible to construct such a structure, the structure shall be constructed at CLEC's expense.

4.7.1.1 If CLEC elects to do the work themselves through an AT&T-13STATE Tier 1 approved supplier, then the CLEC is responsible for the installation, maintenance, repair and removal of all of its microwave equipment. The CLEC is also responsible for the removal of its equipment and returning the property to its original condition within sixty (60) days of termination of use of the microwave entrance facility. If the CLEC does not perform the removal and restoration by the end of sixty (60) days, AT&T-13STATE may remove the equipment and restore the property at the CLEC's expense on a time and materials basis.

4.7.1.1.1 AT&T-13STATE reserves the right to control the roof penetration activity, on a case by case basis.

4.7.1.2 If the CLEC chooses to personally secure its equipment, it must first submit a proposal and design for AT&T-13STATE's approval.

4.7.1.3 Where AT&T-13STATE has provided the CLEC a physical collocation arrangement within the eligible structure, the CLEC's radio equipment will be located in the CLEC's dedicated physical collocation arrangement. AT&T-13STATE will allow both physical collocation of the CLEC's equipment associated with its Microwave Entrance Facility on an ICB basis until such time as costs and permanent rates based upon those costs may be determined by AT&T-13STATE.

4.7.1.4 The CLEC is responsible for obtaining all permits and licenses required for the use of microwave equipment, and must furnish the documents to the Collocation Service Center (CSC) at the time they submit their collocation application. AT&T-13STATE must receive all copies of the required permits and license applications or grants pending before the

applicable regulatory bodies, before AT&T-13STATE will allow CLEC to install their microwave equipment. In the event the required licenses, if applicable, are not obtained by CLEC, all work activity must be discontinued and CLEC's equipment must be removed from the AT&T-13STATE's property. Mitigating circumstances will be evaluated on a case by case basis.

5. EQUIPMENT

5.1 The CLEC is responsible for providing a list of all microwave equipment to be installed to AT&T-13STATE with the application to use microwave as the transmission media to connect to a physical collocation arrangement. The microwave equipment selected by CLEC must meet NEBS Level 1 specifications and be installed in accordance with TP76300 and TP76400 guidelines. Requests for subsequent microwave equipment installation must be provided by the CLEC in the identical manner as all subsequent requests for equipment to be placed in collocation arrangements. All requests for microwave equipment will follow existing Equipment Review process and the CLEC will submit an Equipment Review Request Form (ERRF).

5.2 CLEC retains title to all microwave equipment installed pursuant to this Appendix Microwave.

6. LIABILITY

6.1 To the extent not previously covered by the applicable interconnection agreements, each Party will be responsible for any and all direct damages resulting from any harm to AT&T-13STATE or other CLEC's rooftop equipment or roof environment (as described in section 4.4) which is the direct result of its own activity on the rooftop of the Premises, including CLEC's installation, operation, or maintenance or AT&T-13STATE's inspection of the microwave and related equipment on the rooftop of the premises and as set fourth in Section 5.1 ("Equipment") of this Appendix, or due to the actions or inaction, willful, or negligent, of the Party's own employees, suppliers, or contractors in connection with activity on the rooftop of the Premises.

7. ADDITIONAL TERMS AND CONDITIONS

7.1 In addition to other information required by this Appendix, the CLEC requesting microwave collocation will provide upon request, the following information before AT&T-13STATE can consider the CLEC's application for such collocation:

7.1.1 The specific types of equipment the CLEC proposes to collocate in and on the CO, including but not limited to equipment discussed in section 4.1 and other sections of this Appendix.

7.1.2 A description and diagram of how the CLEC proposes to use the microwave collocation arrangement, including the Z location(s) and the equipment proposed to be collocated in and for the provision of service. This information must include whether, and if so how, the arrangement, including the Z location(s) and equipment, will be used in and for interconnection of the CLEC's network to the AT&T-13STATE ILEC's network for the transmission and routing of telephone exchange service or exchange access or in and for access to the AT&T-13STATE ILEC's Unbundled Network Elements (UNEs) for the provision of telecommunications service. See also Sections 2.1, 3.1, 4.1, and other sections of this Appendix.

7.1.3 Information that enables AT&T-13STATE to confirm that the Z location(s) are part of the CLEC's network as opposed to customer location. CLEC may provide one of the following: the azimuth and antennae location information, a description of the actual Z location(s) itself, or other mutually agreed upon information.

7.1.4 CLEC agrees to work cooperatively with AT&T-13STATE to provide clarity concerning any of the information it provides pursuant to Section 9.

8. PREMISES

8.1 Appendix and Premises. CLEC will be required to execute a separate Appendix in the form of Exhibit 1 that identifies the AT&T-13STATE Premises, which is attached hereto and incorporated hereby and site drawings of the roof which reference the location of the antenna and conduit work associated with the placement of the Microwave Entrance Facility.

9. USE OF PREMISES

9.1 Use. The Premises, as identified in Exhibit 1 to this Appendix, may be used by CLEC for installation, operation, maintenance, repair and removal of Microwave Entrance Facility communications equipment, including radio frequency transmitting and receiving equipment, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and other appurtenant and necessary equipment placed by or on behalf of CLEC, and for no other purpose.

9.2 RF Compliance. CLEC agrees to comply with the Federal Communications ("FCC") radio frequency ("RF") exposure rules and requirements for RF exposure to humans (FCC OET 65 - current version). The CLEC must provide to AT&T-13STATE for review and approval prior to the installation of RF emission devices (antennas), a copy of a current RF Compliance Study showing that the general population exposure limits specified in FCC OET Bulletin 65 for the location(s) of CLEC's proposed antenna installation(s) are in compliance with the RF exposure rules and requirements. Prior to installation, CLEC will be responsible CLEC's Microwave Entrance Facilities, AT&T-13STATE and CLEC shall cooperate to determine whether such installation would cause the Property to exceed the FCC radiated power density maximum permissible exposure ("MPE") limits for workers and the general public. In the event excess radiated power densities occur with the additional use of AT&T-13STATE's Property by CLEC, then CLEC shall promptly correct the MPE to appropriate levels and/or implement reasonable measures at the Property, including restricting public access and posting signage and markings, in order for CLEC to fulfill its RF exposure obligations, provided AT&T-13STATE agrees to such measures. If CLEC fails to comply with this Section 2.2, AT&T-13STATE, as its exclusive remedy, may terminate the Appendix upon written notice.

9.3 Line of Sight: AT&T-13STATE will manage its rooftop space on a first-come, first-served basis. The Parties acknowledge that Microwave Entrance Facilities require an unobstructed line of sight and CLEC is responsible for making an unobstructed line of sight determination for each AT&T-13STATE premises that it requests to install Microwave Entrance Facilities. Unobstructed line of sight will be provided by AT&T-13STATE, where technically feasible, but AT&T-13STATE offers no guarantee that unobstructed line of sight is available for the AT&T-13STATE premises requested by CLEC. AT&T-13STATE will work cooperatively with CLEC in determining a suitable space for CLEC's equipment on the rooftop or other suitable exterior space for the requested AT&T-13STATE premises. If AT&T-13STATE requires a building enhancement or modification where structural reinforcement is not required, or, placement of additional equipment to meet this requirement that has no reasonably alternative placement available other than one that obstructs CLEC's existing line of sight, AT&T-13STATE will work cooperatively with CLEC to move the antenna mount or raise the height of the antenna mount. CLEC will be responsible for the costs of resultant lighting and/or marking additions or modifications required to meet FAA rules, as defined in AC 70/7460-1K or AC 70/7460-2K, or successor documents. AT&T-13STATE will not be responsible for moving CLEC's antenna(e) mount(s), if through no fault of its own, AT&T-13STATE determines that a vertical building addition is needed due to space exhaust in particular AT&T-13STATE premises. AT&T-13STATE shall notify CLEC six (6) months prior to the start of an AT&T-13STATE premises building addition so that CLEC can arrange, at its sole expense, for CLEC's AT&T-13STATE Tier 1 approved supplier to remove its Microwave Entrance Facilities from the AT&T-13STATE premises. Such notification will include construction drawings of the proposed addition, where available. AT&T-13STATE shall also have the obligation to notify CLEC six (6) months prior to the start of an AT&T-13STATE premises building addition during CLEC's application process.

9.4 If a third party requests to place Microwave Entrance Facilities equipment on the rooftop that obstructs CLEC's existing line of sight, the third party's application will be denied unless all three parties mutually agree to move CLEC's existing Microwave Entrance Facilities equipment to allow for a clear line of sight,

not to exceed the 20 foot height (6.1 meters) limitation required pursuant to Section 2.3 above. The costs and expenses to move CLEC's existing Microwave Entrance Facilities equipment will be borne by the third party requesting permission to place its own Microwave Entrance Facilities equipment.

10. PRE-DESIGN MEETING

10.1 Unless otherwise agreed to by the Parties, a pre-design meeting (which can be conducted by conference call if the Parties mutually agree) between AT&T-13STATE and CLEC will commence within a maximum of thirty (30) business days from AT&T-13STATE's receipt of CLEC's application for Microwave Entrance Facilities and CLEC's payment of the appropriate application fees and any other agreed upon fees. At the Pre-Design meeting, AT&T-13STATE and CLEC will agree to the preliminary design of the Microwave Entrance Facilities that will be used in conjunction with CLEC's physical collocation space and the equipment configuration requirements, as reflected in the application and affirmed in the collocation application for Microwave Entrance Facilities. After the Parties reach agreement on the preliminary design of the Microwave Entrance Facilities, this design will not be subject to unilateral changes. If subsequent site analysis demonstrates that the preliminary design must be altered, both Parties shall agree to any required changes. The provisioning intervals that will apply to AT&T-13STATE's provisioning of the requested roof space or suitable exterior space for CLEC's Microwave Entrance Facilities will be provided to CLEC during the pre-design meeting or as soon as possible thereafter. CLEC will submit for AT&T-13STATE's review and approval all design work information following the pre-design meeting. At this same pre-design meeting, the Parties will also discuss and agree to the preliminary design of CLEC's associated physical collocation space and the equipment configuration requirements for this space, as reflected in the collocation application for Microwave Entrance Facilities.

11. SECURITY ACCESS

11.1 Where a secured common corridor exists, AT&T-13STATE shall provide CLEC access to the roof twenty four (24) hours, seven (7) days per week, subject to AT&T-13STATE's access and security regulations, rules or policies.

CLEC shall not access any portion of the building not designated for CLEC's use or access. CLEC further covenants to exercise all due care so as not to interfere with any operations of AT&T-13STATE.

Notwithstanding the above, AT&T-13STATE shall have the right to change the access and security regulations, rules or policies from time to time, as long as CLEC is not deprived of physical access. Such changes could include, but not be limited to changing access from being through the common corridor to being through the use of the established escort process.

11.1.1 If no common corridor exists to access CLEC's Microwave Entrance Facilities, CLEC may request escorted access by using the standard Security Escort process that is in the AT&T-13STATE Physical Collocation Appendix.

12. ANTENNA PLACEMENT

12.1 CLEC and AT&T-13STATE will mutually agree to the placement of one (1) microwave antenna support structure with one (1) antenna within its designated rooftop space for it's A location, as set forth in the pre-approved drawings. Up to three (3) additional antennas may be installed on the existing microwave antenna support structure within its designated rooftop space, in conjunction with and consistent with all terms of this Appendix. Each antenna may be used for a single Z location. CLEC request to add such additional antennas to its existing microwave antenna support structure within its designated rooftop space will be treated as an augment request. All antennas placed under this agreement shall only be capable of point to point communication and shall not be capable of point to multi-point communication. In the future, CLEC may identify and request of AT&T consideration of new or more efficient antenna technologies for use in the microwave link. Such requests will not be unreasonably denied.

13. ANTENNA SUPPORT STRUCTURE LIGHTING AND MARKING

13.1 For lighting systems the annual charge will be determined by annualizing expected costs using a formula accounting for the mean time between failures of each lighting system component, costs of system component replacements - including a broad-gauge cost estimate for labor. The elements of cost determination will be updated every three (3) years.

13.2 For marking and/or lighting systems, AT&T-13STATE will periodically assess the condition of marking and/or lighting to ensure that it meets FAA requirements. If AT&T-13STATE reasonably determines that such marking and/or lighting does not meet FAA requirements, it will immediately notify CLEC and AT&T-13STATE will restore marking and/or lighting to its required condition and charge CLEC for same.

13.3 CLEC will be responsible for all costs of supplying all power associated with the antenna lighting and marking. This includes infrastructure, and associated monthly charges.

14. UTILITY CONNECTIONS

14.1 All Microwave Entrance Facility power requirements will be provided through the CLEC's collocation arrangement.

15. CO-DEVELOPMENT

15.1 Notwithstanding any other provision of this Appendix, CLEC hereby acknowledges that AT&T-13STATE may have existing Microwave Entrance Facilities of its own, or of other tenants or CLEC's on or at AT&T-13STATE's Property, and/or AT&T-13STATE may desire from time to time throughout the Appendix term to enter into agreements with other Microwave Entrance Facility providers for the installation, operation and maintenance of communications facilities on or at AT&T-13STATE's property. Providers of Microwave Entrance Facilities shall hereinafter be referred to as CLECS. Where applicable and to the extent possible, subject however to CLEC's rights of non-interference set forth hereunder, CLEC shall cooperate with AT&T-13STATE and all other CLECs so as to reasonably accommodate the needs and requirements of such CLECs with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to AT&T-13STATE's property including utility connections and access. CLEC shall use its best efforts to coordinate with AT&T-13STATE and other CLECs when requested with respect to determining the location of the CLEC's premises, plans and specifications for installation, seeking permits, utility connections and access and shall make or permit to be made all reasonable adjustments or alterations to its existing facilities or improvements to accommodate the needs of CLECs; provided that CLEC shall not incur costs and expenses which are not otherwise reimbursed or for which there is no consideration.

16. EQUIPMENT REMOVAL

16.1 If, at any time, AT&T-13STATE determines that any of CLEC's Microwave Entrance Facilities or equipment; or the installation of CLEC's Microwave Entrance Facilities or equipment does not meet the requirements outlined in this Appendix, AT&T-13STATE will provide written notice of its determination and documentation supporting such determination to CLEC. If CLEC fails to correct any non-compliance with these standards, fails to demonstrate to AT&T-13STATE's reasonable satisfaction that the Microwave Entrance Facilities equipment is compliant or fails to file a dispute pursuant to the dispute resolution section of the underlying Agreement within thirty (30) calendar days written notice to AT&T-13STATE, AT&T-13STATE may have the Microwave Entrance Facilities or equipment removed or the condition corrected at CLEC's expense. The removal of CLEC's Microwave Entrance Facilities or equipment must be performed by an AT&T-13STATE Tier 1 approved supplier. If CLEC no longer needs, or vacates its Microwave Entrance Facilities, CLEC will be required to hire AT&T-13STATE's approved supplier to remove CLEC's Microwave Entrance Facilities and restore the roof of the AT&T-13STATE premises to its original condition, excluding normal wear and tear, pursuant to terms and conditions of Section 21.

17. INTEREFERENCE WITH COMMUNICATION

17.1 CLEC's Microwave Entrance Facilities shall not disturb or interfere with the communications configurations, equipment and frequency that exist on AT&T-13STATE's property on Commencement Date ("Pre-existing Communications") and CLEC's Microwave Entrance Facilities shall comply with all noninterference rules of the FCC. CLEC shall use best efforts to cause the immediate termination of any interference or disruption to AT&T-13STATE's Pre-existing Communications. If, despite CLEC's best efforts, the interference or disruption to AT&T-13STATE's Pre-existing Communications continues and can reasonably be attributed to CLEC's operations, then CLEC shall immediately cease any and all operations on the Premises until such time as the interference is corrected to AT&T-13STATE's reasonable satisfaction. If CLEC cannot permanently correct such interference to AT&T-13STATE's satisfaction within ten (10) business days following CLEC's receipt of the initial written notice of such interference (or if the cure shall reasonably require a longer period of time, then failure to cure within such period of time), then AT&T-13STATE may thereafter require CLEC to cease its microwave operations at the impacted location. If CLEC is required to cease its microwave operations at the impacted location, then upon CLEC's request, AT&T-13STATE will provision type 2 terrestrial facilities at CLEC's expense.

17.2 AT&T-13STATE shall not permit (and shall not permit any third party) the use of any portion of AT&T-13STATE's property in a way which materially or adversely interferes with the rights of CLEC hereunder, subject to AT&T-13STATE's superior right to use and operate AT&T-13STATE's property for its benefit. If any such interference occurs, CLEC shall notify AT&T-13STATE. Without limiting any of CLEC's rights or remedies under this Agreement or applicable Laws, upon receipt of such notice, AT&T-13STATE shall take such reasonable and appropriate action to cause such interference to cease, and if such interference is caused by a third party whose grant of rights is later in time than this Agreement, then AT&T-13STATE must take all necessary steps to remove the interference or terminate that third party grant of rights. AT&T-13STATE and CLEC agree to cooperate and use reasonable best efforts to minimize any interference or disruption of either party's operations on AT&T-13STATE's property.

17.3 The CLEC is responsible for coordinating the interference testing of the microwave antenna arrangement. The CLEC must hire at its sole expense a mutually agreeable communications engineering firm to perform the interference testing. In the event that the CLEC's supplier determines that in its opinion AT&T-13STATE is responsible for the interference, the CLEC shall contact their AT&T-13STATE representative who will determine the cause of the interference and who is responsible for it. Otherwise, all discrepancies are the sole responsibility of the CLEC.

18. TAXES

18.1 CLEC shall pay prior to delinquency all taxes, charges or other governmental impositions assessed against or levied upon the Equipment, as set fourth in Section 5.1 of this Appendix. Whenever possible, CLEC shall cause all such items to be assessed and billed separately from the property of AT&T-13STATE. In the event any such items shall be assessed and billed with the property of AT&T-13STATE, CLEC shall pay AT&T-13STATE its share of such taxes, charges or other governmental impositions within thirty (30) days after AT&T-13STATE delivers a statement and a copy of the assessment or other documentation showing the amount of such impositions applicable to CLEC's property.

19. TERMINATION

19.1 By CLEC: This Appendix or any attachment hereunder may be terminated without further liability on thirty (30) business days prior written notice:

(i) upon a default of any covenant, condition, or term hereof by AT&T-13STATE, which default is not cured within sixty (60) business days of receipt of written notice of default;

(ii) in the event CLEC is unable to maintain after making reasonable and diligent efforts, licenses, permits or other approvals necessary for the construction or operation of CLEC's Microwave Entrance Facilities;

(iii) if CLEC is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies.

19.2 By AT&T-13STATE: This Appendix may be terminated without further liability, and/or AT&T-13STATE may elect to deny approval to enter into any new Appendix on thirty (30) business days prior written notice:

(i) upon a default of any covenant, condition, or term hereof (including the terms of this Appendix by CLEC, which default is not cured or is undergoing dispute resolution, under the ICA within sixty (60) business days of receipt of written notice of default;

(ii) in the event CLEC is unable to maintain after making reasonable and diligent efforts, licenses, permits or other approvals necessary for the construction or operation of CLEC's Microwave Entrance Facilities;

(iii) if CLEC is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies;

(iv) if CLEC shall fail to permanently terminate interference as required under Section 18.

20. SURRENDER

20.1 Upon the expiration or termination of the applicable Appendix, CLEC shall surrender the Premises to AT&T-13STATE in its original condition and in good order and repair, less ordinary wear and tear. CLEC shall repair at its expense any and all damages caused by removal of CLEC's Microwave Entrance Facilities, or by the use, operation or placement of its Microwave Entrance Facilities, including the antenna support structure on the Premises to AT&T-13STATE's reasonable satisfaction. In the event CLEC fails to remove its Microwave Entrance Facilities equipment, including the antenna support structure, AT&T-13STATE shall have the right to retain such Microwave Entrance Facilities equipment, including the antenna support structure and all rights of CLEC with respect to it shall cease. CLEC shall be liable to AT&T-13STATE for all costs of removal, restoration of the Premises, and the costs of storage, transportation, sale or other disposition of such Facilities incurred by AT&T-13STATE.

21. DESTRUCTION OF PREMISES

21.1 If the Premises or AT&T-13STATE's Property is destroyed or damaged so as in CLEC's judgment to hinder its effective use of the Premises, CLEC may elect to terminate its microwave collocation at the impacted Property as of the date of the damage or destruction by so notifying AT&T-13STATE no more than thirty (30) business days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of the applicable microwave collocation shall cease as of the date of the damage or destruction.

22. CONDEMNATION

22.1 If a condemning authority takes all of AT&T-13STATE's Property, or a portion, which in CLEC's opinion is sufficient to render the Premises unsuitable for CLEC's use then the applicable microwave collocation shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding, since CLEC has no property interest in AT&T-13STATE's Property, CLEC shall not be entitled to make a claim against the condemning authority or AT&T-13STATE for just compensation for any property interest or bonus value of this Appendix. However, CLEC may make a separate claim against the condemning authority for compensation of CLEC's Microwave Entrance Facilities and relocation expenses. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

23. MISCELLANEOUS

23.1 Severability. If any provision of this Appendix is invalid or unenforceable with respect to any party the remainder of this Appendix or the application of such provision to persons other than those as to whom it is

held invalid or unenforceable, shall not be affected and each provision of this Appendix shall be valid and enforceable to the fullest extent permitted by law.

23.2 No Offer. Under no circumstances shall delivery of this Appendix be deemed to create an option or reservation for the benefit of CLEC unless and until this Appendix has been duly executed by AT&T-13STATE. This Appendix shall become effective and binding only upon full execution by both parties hereto and delivery of a signed copy to CLEC. AT&T-13STATE reserves the right to reject this Appendix any time prior to delivery of a fully executed copy of this Appendix to CLEC. No act or omission of any agent or employee of AT&T-13STATE or AT&T-13STATE's broker or managing agent shall alter, change or modify any of the provisions of this paragraph.

24. IF AT&T-13STATE CONTRACTS FOR THE DESIGN AND CONSTRUCTION DRAWINGS AND THE CONSTRUCTION OF CLEC MICROWAVE ENTRANCE FACILITIES

24.1 Contractors. AT&T-13STATE will select the architect, engineer(s), space planners and other contractors (herein collectively called "Suppliers") to do the Work.

24.2 Preliminary Plans. Within thirty (30) business days of the pre-design meeting and receipt of CLEC's design specifications, AT&T-13STATE shall provide CLEC with an estimate of the cost to prepare the preliminary design and construction drawings. Within thirty (30) business days of receipt of CLEC's first 50% payment of the estimated cost for the preparation of the preliminary design and construction drawings, AT&T-13STATE shall prepare the preliminary site plans ("Site Plans") for the placement of CLEC's Microwave Entrance Facilities and Improvements on the Premises. AT&T-13STATE shall submit the Site Plans to CLEC for CLEC's consent, which consent shall be limited to technological matters and may not be unreasonably conditioned or denied. CLEC shall either consent or deny consent to the Site Plans within twenty (20) business days of receiving the Site Plans. If CLEC denies consent of the Site Plans, CLEC shall provide AT&T-13STATE with sufficient information and detail to enable AT&T-13STATE to make necessary changes to the Site Plans within twenty (20) business days of such denial. Any revised Site Plans shall be submitted to CLEC for consent in the manner set forth above. The final 50% payment for the preliminary design and construction drawings must be paid to AT&T-13STATE prior to job construction.

24.3 Construction Drawings. Within ten (10) business days following issuance of all governmental approvals entitling CLEC to install and operate its Microwave Entrance Facilities on the Premises (excepting building permits), CLEC shall furnish AT&T-13STATE any additional information reasonably requested by AT&T-13STATE for the preparation by AT&T-13STATE's Suppliers of working drawings and specifications ("Construction Drawings") which Construction Drawings shall be consistent with the approved Site Plans. AT&T-13STATE shall prepare the Construction Drawings, and shall submit them to CLEC within thirty (30) business days after CLEC has furnished AT&T-13STATE with all requested information. Within ten (10) business days after the Construction Drawings prepared by AT&T-13STATE's architect, engineer or space planner are submitted to CLEC, CLEC shall approve or disapprove the Construction Drawings, which approval shall not be unreasonably conditioned or denied. CLEC shall either approve or disapprove the Construction Drawings within ten (10) business days of receiving such Construction Drawings. If CLEC disapproves of the Construction Drawings, CLEC shall provide within ten (10) business days AT&T-13STATE with sufficient information and detail to enable AT&T-13STATE to make appropriate changes to the Construction Drawings Plans. Any revised Construction Drawings shall be submitted to CLEC for approval in the manner set forth above. If AT&T-13STATE and CLEC cannot agree and approve of the Construction Drawings within thirty (30) business days of the initial submission to CLEC, then either party may request dispute resolution pursuant to the underlying Agreement.

24.4 CLEC agrees and understands that AT&T-13STATE does not represent, warrant, guarantee, nor shall AT&T-13STATE be responsible for the correctness or accuracy of any Site Plans or Construction Drawings prepared by Contractors, including whether such documents are free from error, defect or deficiency in design or engineering. However, AT&T-13STATE will use its best efforts to ensure that all inputs and specifications provided by AT&T-13STATE in conjunction with the preparation of such Site Plans or Construction Drawings will be free from error, defect or deficiency in design or engineering.

24.5 Work Appendix and Construction Costs Appendix (Work Appendix). No later than ten (10) business days following agreement on the Construction Drawings and payment by CLEC of the remaining 50% due AT&T-13STATE for the Site Plans and Construction Drawings, AT&T-13STATE shall submit to CLEC a proposed Work Appendix and construction estimates for the Work ("Work Appendix"). The Work Appendix shall include outside dates for certain "milestones" in the construction process, including without limitation, the outside date for each of the following:

(i) procurement of all necessary building permits,

(ii) delivery of CLEC's Microwave Entrance Facilities,

(iii) commencement of construction of Improvements,

(iv) commencement of installation of CLEC's Microwave Entrance Facilities, and

(v) substantial completion of the Work.

CLEC shall have ten (10) business days after receipt of the Work Appendix to approve it, which approval shall not be unreasonably withheld. If CLEC fails to approve the Work Appendix within the ten (10) business day period, the Work Appendix shall be deemed approved or, at AT&T-13STATE's option this Work may be terminated with CLEC responsible for all costs incurred. If CLEC disapproves the Work Appendix (or any portion of it), AT&T-13STATE and CLEC shall use their respective good faith best efforts to resolve any disagreement, provided that the Work is consistent with the approved Site Plans and Construction Drawings. Either Party may request dispute resolution pursuant to the underlying agreement.

24.6 Special Security Construction. If AT&T-13STATE reasonably determines that new secured access to the Microwave Entrance Facilities is necessary and CLEC prefers to obtain such secured access rather than uses escorts, the costs associated with the construction of such access shall be assessed as an ICB charge with fifty percent (50%) of the estimated charges billed by AT&T-13STATE at the time CLEC submits its collocation application requesting Microwave Entrance Facilities, with the final 50% of the estimated charges paid prior to job completion.

24.7 AT&T-13STATE's Best Efforts. AT&T-13STATE shall use best efforts to meet each of the milestones stated in the approved Work Appendix. When it is evident that any milestone will not be met, AT&T-13STATE shall deliver to CLEC written notice of AT&T-13STATE best estimate of when the milestone and all other subsequent milestones will be met.

24.8 All estimates provided by AT&T-13STATE to CLEC shall be valid for thirty (30) calendar days from issuance and CLEC shall accept, reject or request changes within such time period, unless an extension is requested in writing by CLEC and granted by AT&T-13STATE. To accept the estimate prepared by AT&T-13STATE, CLEC shall submit their signed acceptance of the quote letter along with the first fifty percent (50%) of the total estimated charges to AT&T-13STATE. The final 50% of the total estimated charges must be submitted to AT&T-13STATE prior to job completion and turnover. A true-up of the estimated charges will be completed within one hundred twenty (120) calendar days after space completion for the Microwave Entrance Facilities.

24.9 Construction. Upon receipt of CLEC's first fifty percent (50%) payment for the total construction costs for each application, AT&T-13STATE shall manage, coordinate, and cause the Work to be performed by and through the AT&T-13STATE approved Suppliers. CLEC shall cooperate with AT&T-13STATE in any reasonable manner in its efforts to commence and complete the Work. AT&T-13STATE shall require the Suppliers to perform the Work in a good workmanlike manner, in accordance with the approved Construction Drawings and in compliance with all applicable laws, codes, regulations and governmental permit and authorization requirements. AT&T-13STATE shall also require that the Suppliers under AT&T-13STATE's control meet the approved Work Appendix.

24.10 Change Orders. Any changes requested by AT&T-13STATE, CLEC or Supplier shall be subject to the following provisions:

(i) No material changes to the approved Construction Drawings, Estimate, or Work Appendix shall be made without the prior written approval of the AT&T-13STATE and CLEC, which approval shall not be unreasonably withheld, conditioned or delayed;

(ii) Any request for a material change shall be accompanied by AT&T-13STATE's estimate of any increase or decrease to the approved Estimate, or changes to the approved Work Appendix;

(iii) Changes to any Construction Drawings shall be in writing and shall be signed by both the AT&T-13STATE and CLEC prior to implementation of the change;

(iv) As soon as reasonably possible after receipt of a written change request from either party, the AT&T-13STATE or CLEC who receives a request to make a change shall have up to five (5) business days to approve or disapprove of the request. If such party fails to respond within the five (5) business day period, the request and associated amended Estimate shall be deemed approved;

(v) As a condition for commencing Work related to the approved change request and amended cost, CLEC shall pay AT&T-13STATE the increase (if any) between the amended Estimate and the original Estimate as an advance payment.

25. IF CLEC CONTRACTS FOR DESIGN AND CONSTRUCTION DRAWINGS AND CONSTRUCTION DIRECTLY WITH THE AT&T-13STATE APPROVED SUPPLIER

25.1 CLEC shall provide AT&T-13STATE with CLEC's proposed design and construction Appendix and the AT&T-13STATE's Supplier they have agreed to use.

25.2 CLEC shall provide AT&T-13STATE the Site Plan prepared by an AT&T-13STATE's Supplier for AT&T-13STATE's approval, which will not be unreasonably withheld.

25.3 Upon AT&T-13STATE's approval of the Site Plan, CLEC shall have an AT&T-13STATE's Supplier prepare the construction drawings for AT&T-13STATE's approval, which will not be unreasonably withheld.

25.4 Upon approval by AT&T-13STATE, CLEC may commence construction of its Microwave Entrance Facilities, provided CLEC provides AT&T-13STATE with a copy of the building permit.

25.5 Change Orders. Any changes requested by AT&T-13STATE, CLEC, Contractor or Supplier shall be subject to the following provisions:

(i) No material changes to the approved Construction Drawings, Estimate, or Work Appendix shall be made without the prior written approval of the AT&T-13STATE and CLEC, which approval shall not be unreasonably withheld, conditioned or delayed;

(ii) Any request for a material change shall be accompanied by AT&T-13STATE or CLEC's estimate of any increase or decrease to the approved Estimate, or changes to the approved Work Appendix;

(iii) Changes to any Construction Drawings shall be in writing and shall be signed by both the AT&T-13STATE and CLEC prior to implementation of the change;

(iv) As soon as reasonably possible after receipt of a written change request from either party, the AT&T-13STATE or CLEC who receives a request to make a change shall have up to five (5) business days to approve or disapprove of the request. If such party fails to respond within the five (5) business day period, the request and associated amended Estimate shall be deemed approved;

25.6 Reimbursement to AT&T-13STATE for AT&T-13STATE Employees and AT&T-13STATE Suppliers Time. This charge shall equal the sum of the hourly charges for the AT&T-13STATE Supplier(s) employed by AT&T-13STATE and AT&T-13STATE employees to review (a) CLEC's Site Plans and Construction Drawings for the Microwave Entrance Facilities, (b) CLEC's permitting materials to obtain the necessary permits for the operation of CLEC's Microwave Entrance Facilities and (c) if CLEC directs and performs the work, supervision of CLEC's approved suppliers and contractors during construction. These costs include, but are not limited to, reasonable associated travel costs incurred by AT&T-13STATE Suppliers and employed by AT&T-13STATE, employees.

The estimated amount shall be invoiced to CLEC at the time the Work Appendix is provided to CLEC and payment by CLEC shall be under the same terms and conditions as stated in paragraph 24.2 of this Appendix. AT&T-13STATE shall seek pre-approval from CLEC via written notice for an increase in its good-faith estimate. CLEC shall have thirty (30) days to either accept the new estimate or to inform AT&T-

13STATE that it wishes to cancel its application. CLEC shall be responsible for payment of all pre-approved costs incurred by AT&T-13STATE up to the point when the cancellation is received.

25.7 Supervision of CLEC's Supplier. This charge shall equal the sum of the hourly charges of any AT&T-13STATE employees or AT&T-13STATE Suppliers that are employed by AT&T-13STATE to reasonably monitor the microwave antenna support structure design and installation performed by CLEC's Supplier, if AT&T-13STATE, at AT&T-13STATE's discretion, determines that such supervision is necessary. The fee for supervision by an AT&T-13STATE employee or AT&T-13STATE Supplier employed by AT&T-13STATE shall be assessed as an ICB charge and billed by AT&T-13STATE immediately following the charges being incurred.

25.8 Bonding and Grounding. CLEC's AT&T-13STATE approved Supplier will be responsible for provisioning the grounding and bonding of CLEC's Microwave Entrance Facilities and any additional rooftop grounding necessary to protect AT&T-13STATE's equipment or other occupants' equipment located in the AT&T-13STATE premises. Collocated Microwave Entrance Facility equipment must comply with extraordinary bonding and grounding requirements, pursuant to AT&T-13STATE's technical publications, specifically TP76200 and TP76300. These requirements may necessitate the utilization of additional interior central office floor space to accommodate the requested arrangement than would normally be required to accommodate an equal quantity of telecommunications equipment racks that would not be subject to these bonding and grounding requirements. When bonding and grounding requirements necessitate the utilization of floor space in excess of the requested physical collocation space, floor space charges will be based upon the additional amount of floor space required to accommodate the requested collocated equipment arrangement.

26. TITLE TO FACILITIES AND IMPROVEMENTS

26.1 Title to CLEC's Microwave Entrance Facilities and outdoor and indoor radio units, cabling, grounding equipment, antennas, masts, sled mounts and conduit (with the exception of external grounding equipment) shall remain with the CLEC as the property of CLEC and shall not become fixtures to AT&T-13STATE's Property.

26.2 Equipment Safety Requirements. CLEC's Microwave Entrance Facilities and outdoor and indoor radio units, cabling, grounding equipment, antennas, masts, sled mounts and conduit must comply with all industry safety codes and the following specific safety requirements:

- Telcordia Network Equipment Building System (NEBS) Requirements, Criteria Level 1, as outlined in Telcordia Special Report SR-3580, Issue 1
- FCC OET Bulletin 65, dated 08/97
- AT&T-13STATE Engineering and Installation Standards
- American National Standards Institute:
- Telecommunications – Electrical Protection of Communications Towers and Associated Structures ANSI T1.334-2002
- Telecommunications – Electrical Protection of Telecommunications Central Offices and similar Type Facilities, ANSI T1.313-2003
- All federal, state, and local codes for the specific area. For example, national building codes such as the Uniform Building Code (UBC), Building Officials and Code Administration (BOCA), and the Southern Building Code Congress International (SBCCI), when adopted by the local municipality as the code of record for that area.

27. CLOSEOUT

27.1 If CLEC contracts directly for the design and construction drawings, CLEC shall provide AT&T-13STATE, at no cost to AT&T-13STATE, with record drawings ("Record Drawings") ninety (90) days after the substantial completion of the Work at the site. The Record Drawings shall be prepared based on as-built

drawings provided to the CLEC or its agents by the Supplier. CLEC shall provide AT&T-13STATE the Record Drawings in the following formats:

a) One set saved in AutoCAD 2000i on CD-ROM.

b) Three sets of full size blueprints or bond prints.

c) Two sets of half size bond prints.

NOTE: If CLEC fails to provide complete as built Record Drawings within the 90 day interval, AT&T-13STATE will provide CLEC fifteen (15) days written notice that failure to provide such Record Drawings is grounds for termination pursuant to Section 21.2(i) of this Appendix, such failure shall be deemed a breach of the Appendix, and AT&T-13STATE will have the option of terminating the microwave collocation application. All costs incurred to be paid by CLEC or to contract an approved supplier to create the required drawings and all charges will be billed to the CLEC. AT&T-13STATE will contact the CLEC before the application is terminated.

28. COOPERATION

28.1 AT&T-13STATE and CLEC each shall cooperate and diligently assist the Contractors and Suppliers in the completion and performance of the Work.

29. WALKTHROUGH

29.1 Within five (5) business days following substantial completion of the Work, AT&T-13STATE and CLEC shall conduct a walkthrough of the Premises, including testing of the CLEC's Microwave Entrance Facilities, and shall jointly complete a list of outstanding items needing additional work, adjustment or correction. AT&T-13STATE or CLEC, depending on who contracts for the design and construction drawings and construction, shall cause the Contractors and Suppliers, as appropriate, to complete all outstanding items within ten (10) business days following the walkthrough, or agreed upon timeline by both parties. Once the Contractors and Suppliers, as the case may be, have given notice of the completion of the outstanding items, AT&T-13STATE and CLEC shall conduct another walkthrough and testing of CLEC's Microwave Entrance Facilities to determine if the list of outstanding items have been completed.

30. SUBSEQUENT ALTERATIONS

30.1 Any alterations, or modifications to the agreed upon Microwave Entrance Facilities arrangement shall be subject to the terms and conditions set forth in this Appendix.

EXHIBIT I
DESCRIPTION OF PREMISES

The Premises consist of those specific areas described/shown below where CLEC's Microwave Entrance Facilities communications antennae and equipment occupy AT&T-13STATE's property. The Premises and the associated utility connections and access, including rights of ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by AT&T-13STATE, after consulting CLEC, at the time of construction to reasonably accommodate sound engineering criteria and the physical features of AT&T-13STATE's property.

A final drawing or copy of a property survey depicting the above will replace this Exhibit I when initialed by AT&T-13STATE.

Notes:

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by CLEC.
2. Setback of the Premises from the AT&T-13STATE's boundaries shall be the distance required by the applicable government authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.

EXHIBIT II

LIST OF APPROVED CONTRACTORS AND SUPPLIERS

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
AND
PAETEC COMMUNICATIONS, INC.

On February 18, 2009, PaeTec Communications, Inc. ("PaeTec") exercised its right pursuant to 47 U.S.C. § 252 (i) to adopt the Interconnection Agreement, as amended, between The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T Ohio") and XO Communications Services, Inc. Upon approval by the Public Utilities Commission of Ohio, the agreement so requested by PaeTec became the Interconnection Agreement (the "Agreement") pursuant to 47 U.S.C. §§ 251 and 252 between AT&T Ohio and PaeTec. Pursuant to this Amendment, the Agreement is hereby amended as follows:

(1) The "Further Amendment Superseding Certain Intervening Law, Compensation, Interconnection and Trunking Provisions", currently incorporated into the Agreement and all references to this amendment, are hereby removed from the Agreement in its entirety and replaced with the "Further Amendment Superseding Certain Intervening Law, Compensation, Interconnection and Trunking Provisions", which is attached hereto and incorporated herein by this reference.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

(4) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

(5) This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of Ohio and shall become effective ten (10) days following approval by such Commission.

PaeTec Communications, Inc.

By: _____

Printed: Sean Ptlaging

Title: Sr. V.P. - Network Services
(Print or Type)

Date: 3/30/09

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

By: _____

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 4-9-09

Switch Based OCN # 0227

ACNA: PUA

Further Amendment
Superseding Certain Intervening Law, Compensation,
Interconnection and Trunking Provisions

This Further Amendment Superseding Certain Intervening Law, Reciprocal Compensation, Interconnection and Trunking Terms ("Further Amendment") is applicable to this and any future Interconnection Agreement(s) which may be executed before the Termination Date of this Further Amendment between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, AT&T Oklahoma, AT&T Texas, AT&T Arkansas, and AT&T Kansas which are the Incumbent Local Exchange Carrier ("ILEC") in Illinois, Indiana, Michigan, Ohio, Nevada, California, Connecticut, Missouri, Oklahoma, Texas, Arkansas, and Kansas (hereinafter each individually being a "AT&T ILEC," and collectively being the "AT&T ILECs") and PaeTec Communications, Inc.; PAETEC Communications, Inc. (hereinafter, "PaeTec"), and all PaeTec affiliates, subsidiaries successors and assigns which are a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (hereinafter "PaeTec CLECs") from the Effective Date hereof through May 1, 2007. AT&T ILECs and PaeTec may be referred to individually as "Party" or collectively as the "Parties". This Further Amendment is applicable to all Interconnection Agreements between the Parties, whether such agreement is negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) Most Favored Nation ("MFN") rights.

RECITALS

WHEREAS, AT&T ILECs and PaeTec entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (the "ICAs"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties wish to amend the ICAs to incorporate these Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms ("Further Amendment"); and

WHEREAS, the Parties intend that the term of this Further Amendment ("Term") shall commence on the Effective Date hereof and shall continue until May 1, 2007, and thereafter will remain in full force and effect unless terminated by either Party by providing at least thirty (30) day's written notice to the other Party specifying the date it wishes to terminate this Further Amendment (the "Termination Date").

NOW, **THEREFORE**, for and in consideration of the premises, mutual promises and covenants contained in this Further Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

COVENANTS

1.0 Scope of Agreement and Lock In:

1.1 The foregoing Recitals are hereby incorporated into and made a part of this Further Amendment. Defined terms shall have those definitions set forth herein, or to the extent such terms are not defined herein, as set forth in the ICAs.

1.2 Notwithstanding anything to the contrary in this Further Amendment, except for the waivers of intervening law in Section 2.2 and PaeTec's waiver of 252(i) MFN rights in Section 1.6 which are unaffected by this Section, neither Party waives, but instead expressly reserves, all of their rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law rights relating to (but not limited to) the following actions, which the Parties have not yet fully incorporated into this Further Amendment, or the underlying ICAs or any future interconnection agreements executed before the Termination Date of this Further Amendment or which may be the subject of further government review:

- *Verizon v. FCC, et. al*, 535 U.S. 467 (2002);
- *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004);
- the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order");
- and the FCC's Biennial Review Proceeding;
- the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98;
- the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002),
- the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001);
- and the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).

1.3 The Parties agree that this Further Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICAs. This Further Amendment shall also be incorporated into and become a part of, by exhibit,

attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties through the Termination Date of this Further Amendment only, whether such future interconnection agreements are negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights.

1.4 Any inconsistencies between the provisions of this Further Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above through the Termination Date, will be governed by the provisions of this Further Amendment, unless this Further Amendment is specifically and expressly superseded by a future amendment between the Parties.

1.5 If the underlying ICAs or any future interconnection agreement(s) expire sooner than the Termination Date, the Parties agree that the Further Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the Further Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through the Termination Date. Also, the Parties recognize that a future MFN interconnection agreement may receive quicker state public utility commission ("PUC") approval than the negotiated Further Amendment, which will be affixed to that future interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Further Amendment, the Parties agree that the rates, terms and conditions of the Further Amendment will, upon state PUC approval of the Further Amendment, apply retroactively to the date of such state PUC approval of the underlying future interconnection agreement, or the Termination Date, whichever is later, so that the rates, terms and conditions contained herein will apply uninterrupted for the Term. In no event shall this retroactivity apply prior to the effective date of this Further Amendment.

1.6 Except as provided in Section 2 below, during the Term of this Further Amendment through the Termination Date, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Further Amendment for any reciprocal compensation, points of interconnection ("POIs") or trunking requirements that are subject to this Further Amendment. If, during the term of this Further Amendment, PaeTec adopts another agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Further Amendment. Such amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Further Amendment will apply uninterrupted from May 1, 2005 through the Termination Date. If the AT&T ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, PaeTec may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver shall bind any successor in interest to PaeTec (including the purchaser(s) of substantially all of PaeTec's assets), in which case PaeTec shall obtain the successor's/purchaser's consent to be bound by the terms and conditions set forth in this Further Amendment.

2.0 Intervening Law/Change of Law:

2.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"), and following remand and appeal issued a decision in *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II* decision"). In addition, the FCC adopted its Triennial Review Order on February 20, 2003, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36), and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"). Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC,* 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC,* No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002) (all collectively referred to as the "Orders"). In entering into this Further Amendment, and except as otherwise set forth in Section 2.2 below, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph and as to any intervening law rights that either Party has in the current ICAs or any future interconnection agreement(s). Except as otherwise set forth in Section 2.2 below, if any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions ("Provisions") in this Further Amendment or the current ICAs or any future interconnection agreement(s), specifically including, but not limited to, those arising with respect to the Orders, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order, but only after the subject order becomes effective, upon the written request of either Party ("Written Notice"). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in the current ICAs or any future interconnection agreement(s). In the event that any intervening law rights in the current ICAs or any future interconnection agreement(s) conflict with this Intervening Law paragraph and Section 2.2, for the Term, this Intervening Law paragraph and Section 2.2 following shall supersede and control as to any such conflict(s) as to all rates, terms and conditions in the current ICAs and any future interconnection agreement(s) for such time period.

2.2 Notwithstanding anything herein, during the Term the Parties waive any rights they may have under the Intervening/Change of Law provisions in this Further Amendment, the Parties' current ICAs or any future interconnection agreement(s) to

which this Further Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements that are subject to this Further Amendment including, without limitation, waiving any rights to change the compensation in this Further Amendment in the event that a AT&T ILEC invokes the FCC terminating compensation plan pursuant to the FCC ISP Reciprocal Compensation Order in any particular state(s); provided however, that if a final, legally binding FCC order related to intercarrier compensation becomes effective after the Effective Date of this Further Amendment including, without limitation, an FCC Order that is issued upon the conclusion of the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01 92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (referred hereto as an "FCC Order:"), the affected provisions of this Further Amendment relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party to commence negotiation to incorporate such terms into the underlying ICA once the FCC Order has become effective (the "Written Negotiation Request"). In such event, upon receipt of the Written Negotiation Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Further Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s) provided, however, that the rates, terms and conditions ultimately ordered by a state commission in an arbitration or negotiated by the Parties shall be retroactive to the effective date of the Written Negotiation Request following such FCC Order Except with respect to the exceptions relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions set forth in this Section 2.2, during the Term, each Party shall have full intervening law rights under Section 2.1 of this Further Amendment and any intervening law rights in the underlying ICAs, and may invoke such intervening law/change in law rights as to any provisions in the ICAs or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 2.2.

3.0 Reservations of Rights:

3.1 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to reciprocal compensation obligations. By entering into this Further Amendment, neither party waives its right to advocate its view with respect to this issue. The Parties agree that nothing in this Further Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that any payment to PaeTec under the terms of this Further Amendment shall not be construed as

agreement or acquiescence by the AT&T ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that AT&T ILECs shall make payments for calls to ISPs to PaeTec pursuant to Sections 4, 5, and 6 herein during the Term through the Termination Date of this Further Amendment.

3.2 The Parties continue to disagree as to where POIs should be established and under what rates, terms, and conditions PaeTec may lease facilities from AT&T ILECs to establish such POIs. By entering into this Further Amendment, neither Party waives its right to advocate its view with respect to these issues. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper establishment of POIs and the treatment of facilities used to establish such POIs under applicable federal and state law. The Parties further agree that the establishment of POIs pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper establishment of POIs and the treatment of facilities used to establish such POIs. Notwithstanding the foregoing, the Parties agree that PaeTec and AT&T ILECs shall establish POIs pursuant to the rates, terms, and conditions called for in Section 4 herein during the Term of this Further Amendment.

3.3 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VOIP") traffic under the Dispute Resolution provisions of the ICAs or any future interconnection agreement(s) between the Parties through the Termination Date. The Parties further agree that this Further Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Further Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, state or federal commission-established rulemaking dockets, or in any legal challenges stemming from such proceedings.

3.4 By entering into this Further Amendment, neither Party waives the right to advocate its views with respect to the use of, and compensation for, tandem switching and common transport facilities in connection with the carriage of Virtual Foreign Exchange traffic. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper treatment of Virtual Foreign Exchange traffic. The Parties agree that the handling of Virtual Foreign Exchange traffic pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper treatment of such traffic. Notwithstanding the foregoing, the Parties agree that all compensation between the Parties for the exchange of Virtual Foreign Exchange traffic shall be governed by the rates, terms, and conditions called for in Section 5.1 herein during the term of this Further Amendment.

4.0 <u>Network Architecture Requirements:</u>

4.1 PaeTec will establish POIs in each mandatory local calling areas in which it has assigned telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG) Each Party shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI.

(a) In California and Illinois, the Parties agree that this section is satisfied if PaeTec (at its sole option) establishes POIs either:

(i) at each access or local tandem in which tandem serving area PaeTec has established a working telephone number local to a rate center in that tandem serving area, and each AT&T end office where PaeTec maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within 15.75 miles of the Vertical and Horizontal coordinate of each rate center where PaeTec has established a working telephone number local to that rate center; or

(iii) upon mutual agreement in writing by the parties, additional POIs may be established exceeding the minimum requirements contained in this amendment.

(b) In Connecticut, Indiana, Michigan, Nevada, Ohio and Wisconsin, the Parties agree that this section is satisfied if, PaeTec (at its sole option), establishes POIs either:

(i) at each access or local tandem in which tandem serving area PaeTec has established a working telephone number local to a rate center in that tandem serving area, and each AT&T end office where PaeTec maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within each mandatory local calling area where PaeTec has established a working telephone number local to a rate center in that calling area; or

(iii) upon mutual agreement in writing by the parties, additional POIs may be established exceeding the minimum requirements contained in this amendment.

(c) The Parties agree that the waivers contained in Sections 2.2 with respect to changes in law do not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Further Amendment. This provision shall not be interpreted to affect how the Parties agree to exchange, and compensate one another for, Virtual Foreign Exchange traffic (as defined herein) pursuant to Sections 4, 5, and 6 during the Term of this Further Amendment.

(d) PaeTec may, at its sole option, establish a POI by obtaining dedicated Special Access services or facilities from AT&T ILECs (without the need for PaeTec equipment, facilities, or collocation at the AT&T ILEC's offices), or services or facilities

from a third party, by establishing collocation, by establishing a fiber meet, or by provisioning such services or facilities for itself.

4.2 Where PaeTec leases facilities from AT&T ILECs to establish a POI, PaeTec shall be required to begin paying AT&T ILEC for such facilities once the facilities are jointly tested and accepted at a trunk level.

4.3 PaeTec agrees to abide by AT&T ILEC's trunk engineering/administration guidelines as stated in the ICAs, including the following:

4.3.1 When interconnecting at AT&T ILEC's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks over three consecutive months for the exchange of IntraLATA Toll and Total Compensable Local Traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

4.3.3 The Parties recognize that embedded one-way trunks may exist for Total Compensable/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to a transition plan to migrate the embedded one-way trunks to two-way trunks via a method described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. AT&T ILECs agree to develop a cutover plan and project manage the cutovers with PaeTec participation and agreement.

4.4 Subject to Section 4.6, in order to qualify for receipt of reciprocal compensation in a given tandem serving area as provided in this Further Amendment, PaeTec will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking ("DEOT") does not fall below 70% for two consecutive months. In the event PaeTec's network architecture within a single tandem serving area ("TSA") consists of 96 or fewer trunks, the 70% DEOT trunking requirement shall not apply. Notwithstanding the foregoing, PaeTec shall be required to establish DEOT once the conditions set forth in Section 4.3.2. are satisfied in any end office, regardless of the total number of trunks or DEOT ratio in any TSA.

4.4.1 Subject to Section 4.6, if PaeTec has not established a POI required by Section 4.1, or has not established DEOTs required by 4.3.2, PaeTec shall not be entitled to reciprocal compensation for calls from that local calling area for the time period during which PaeTec is not in compliance with Sections 4.1 and/or 4.3.2.

4.5 For new interconnections, PaeTec will achieve the DEOT criteria identified in Section 4.4 no later than six (6) months (or such other period as may be agreed to by the Parties) (hereinafter the "transition period") after the Parties first exchange traffic for each new interconnection arrangement .

4.6 Under no circumstances shall PaeTec have any liability or otherwise be penalized under this Further Amendment for non-compliance with the applicable POI and DEOT criteria specified herein during the transition period identified in Section 4.5. Furthermore, PaeTec will have no liability and will face no penalty for non-compliance with the POI and DEOT criteria specified herein at any time thereafter if such non-compliance results from AT&T ILEC's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from AT&T ILEC's failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether AT&T ILEC's inability or failure to perform is related to a Force Majeure event as that term is described in the underlying ICAs.

4.6.1 Establishing a New POI in an Existing Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, Illinois, Indiana, Michigan, Ohio and Wisconsin where PaeTec provides service as of the date of execution of this Further Amendment). PaeTec will notify AT&T ILEC of PaeTec's intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, Illinois, Indiana, Michigan, Ohio and Wisconsin) no later than 90 days prior to the end of the transition period as defined in section 4.5. above by letter to the AT&T ILEC Account Manager and project manager for PaeTec. PaeTec and AT&T ILEC will meet within 10 business days of such notice to plan the transition to any new POI. This 90 day notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Section 4.5. Nothing in this paragraph specifically or this Further Amendment generally shall prevent PaeTec from ordering, or excuse AT&T ILECs from provisioning, trunks with respect to an existing POI for new growth or augments during the time that a new POI is being established.

4.6.2 Establishing a POI in a New Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Illinois, Indiana, Michigan, Ohio and Wisconsin where PaeTec does not provide service as of the date of execution of this Amendment). PaeTec will notify its AT&T ILEC Account Manager no later than 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 business days of AT&T ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI to complete the establishment of the POI as promptly as possible, and in any event, by the LERG effective date for the new NPA-NXX. The POI must be established in the applicable Local Calling Area as defined in 4.1 above (or other applicable serving area in California, Nevada, Connecticut, and Illinois, Indiana, Michigan, Ohio and Wisconsin) prior to the exchange of live traffic.

4.7 At any time as a result of either Party's own capacity management assessment, the Parties may begin the provisioning process. The intervals used for the provisioning process will be the same as those used for AT&T ILECs' Switched Access service.

4.8 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on PaeTec's ability to order and receive trunks in any given market.

4.9 In a blocking situation, PaeTec may escalate to its AT&T ILEC Account Manager in order to request a shorter interval. The AT&T ILEC Account Manager will obtain the details of the request and will work directly with the AT&T ILEC LSC and network organizations in order to determine if PaeTec's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic: Any inconsistencies between the provisions of this Further Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above through the Termination Date, will be governed by the provisions of this Further Amendment, unless this Further Amendment is specifically and expressly superseded by a future amendment between the Parties.

5.1 If PaeTec designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by PaeTec in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation. The Parties disagree as to the proper jurisdictionalization of Virtual Foreign Exchange Traffic; nevertheless, and without waiving any of their respective rights to advocate their views of the proper treatment of Virtual Foreign Exchange Traffic, the Parties agree to compensate each other for the exchange of Virtual Foreign Exchange Traffic as if it were Compensable Traffic for the Term of this Further Amendment.

5.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation, will be combined with traffic terminated to ISPs to determine the Total Compensable Local Traffic.

5.2.1 In determining the Total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

5.2.2 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the Parties' switched access tariffs, provided, however, that PaeTec's rates may not exceed the rates set forth in the applicable AT&T ILEC's tariff in whose exchange area the End User is located.

5.2.3 In determining the Total Compensable Local Traffic, transited minutes of use (MOUs) will be excluded from these calculations.

5.2.4 Unless already incorporated into an ICA existing at the time of this Further Amendment, or unless otherwise ordered by the relevant state commission or the FCC, the terms, rates and conditions pertaining to transited MOUs in a particular state will be set forth in a commercial agreement to be negotiated by the Parties, separate and apart from any ICA.

5.3 Subject to applicable confidentiality guidelines, AT&T ILECs and PaeTec will cooperate to identify toll and transiting traffic; originators of such toll and transiting traffic; and information useful for settlement purposes with such toll and transit traffic originators.

5.3.1 AT&T ILECs and PaeTec agree to explore additional options for management and accounting of toll and transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.3.2 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

6.0 Rate Structure and Rate Levels:

During the period from May 1, 2005 through and including the Termination Date in all states, Total Compensable Local Traffic will be exchanged between the AT&T ILECs and PaeTec at the rate of $.0005 per minute of use. This rate shall be payable to the party on whose network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

7.0 Additional Terms and Conditions:

7.1 This Further Amendment contains provisions that have been negotiated as part of an entire Further Amendment and integrated with each other in such a manner that each provision is material to every other provision.

7.2 The Parties agree that each and every rate, term and condition of this Further Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICAs or interconnection agreement. The Parties agree that they would not have agreed to this Further Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

7.3 Except as specifically modified by this Further Amendment with respect to their mutual obligations herein and subject to Section 2.0, neither Party relinquishes,

and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

7.4 This Further Amendment 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.

7.5 The terms contained in this Further Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through the Termination Date, and shall be interpreted solely in accordance with their own terms.

7.6 The headings of certain sections of this Further Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Further Amendment.

7.7 This Further Amendment 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.

7.8 AT&T Operations, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual AT&T ILECs.

7.9 This Further Amendment is subject to the approval of various state commissions. Upon approval by the state commission having jurisdiction in the operating territory of a specific AT&T ILEC, this Further Amendment shall be construed as having been in effect as of May 1, 2005 (the "Effective Date")

8.0 Intentionally Omitted.

IN WITNESS WHEREOF, the Parties have caused this Further Amendment to be executed the date and year written below.

PaeTec Communications, Inc.
PAETEC Communications, Inc.

Signature: Daniel J. Venuti

Name: Daniel J. Venuti

Title: Exec. V.P., Secretary & General Counsel

Date: 5/30/06

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

Signature: Rebecca L Sparks

Name: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 6/8/06

AECN/OCN:

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Illinois - 4717
Texas - 0223
Michigan - 0224
Ohio – 0227
Connecticut - 3083

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Case No(s). 09-0321-TP-NAG

Summary: Application of AT&T Ohio for the Review of an Agreement Pursuant to Section 252 of the Telecommunications Act of 1996
electronically filed by Mrs. Verneda J. Engram on behalf of AT&T Ohio