

**EXECUTION ORIGINAL**

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

Dated as of April 1, 2000<sup>1</sup>

by and between

**AMERITECH OHIO**

and

**CHOICE ONE COMMUNICATIONS OF OHIO, INC.**

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<sup>1</sup> See Footnote 9 on signature page.

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**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 April 1, 2000 (the “**Effective Date**”)<sup>2</sup>, by and between Ameritech Ohio, a Ohio corporation with offices at 45 Erieview Plaza, 16<sup>th</sup> Floor, Cleveland Ohio, 44114 (“**Ameritech**”) and Choice One Communications of Ohio, Inc., a Delaware corporation with offices at 100 Chestnut Street, Suite 700, Rochester, New York 14064 (“**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 business and residential Customers may communicate with each other over, between and through such networks and facilities, no later than the dates provided for herein.

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:

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<sup>2</sup> See Footnote 9 on signature page.

## ARTICLE I DEFINITIONS AND CONSTRUCTION

**I.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.

**I.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.

**I.3 Interpretation.**

- (a) The definitions in Schedule 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The words “shall” and “will” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (d) Unless the context shall otherwise require, 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.

**I.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

**II.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 business and residential 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 Wire Center set forth on Schedule 2.1. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in Section 3.4.4. Schedule 2.1 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs and Wire Centers by attaching one or more supplementary schedules to such Schedule; provided that on or before the date that is one hundred fifty-one (151) days prior to the applicable Interconnection Activation Date(s), Requesting Carrier may at its sole option and discretion withdraw or delay such Interconnection Activation Date(s). In addition, Ameritech shall provision Resale Services as of the date set forth on Schedule 2.1. If Requesting Carrier cancels or delays any Interconnection Activation Date in accordance with the foregoing or cancels or delays the date on which Ameritech is to provide Requesting Carrier Resale Services and Ameritech has, at the request or direction of Requesting Carrier, incurred any costs to implement such Interconnection or provision of Resale Services up to the date on which notice of such withdrawal or delay is received by Ameritech, Requesting Carrier shall pay to Ameritech such costs.

**II.2 Bona Fide Request.** Any request by Requesting Carrier for certain services, including features, capabilities, functionalities, 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.

**II.3 Technical References.** Technical References that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed on Schedule 2.3 (the “**Technical Reference Schedule**”) to assist the Parties in meeting their respective responsibilities hereunder.

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

**III.1 Scope.** Article III describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Articles IV and V prescribe the specific 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.

### **III.2 Interconnection Points and Methods.**

III.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 Wire Center(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.

III.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 Wire Centers 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.

III.2.3 (a) 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 (i) Requesting Carrier shall provide the transport (whether through leased or owned facilities) of Ameritech's traffic from the point of Interconnection to Requesting Carrier's Wire Center, (ii) Requesting Carrier shall not charge Ameritech for such transport and (iii) Requesting Carrier shall provide Ameritech with capacity to meet Ameritech's forecasted needs.

(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 Wire Center(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. Further, if Requesting Carrier does provide Ameritech transport as provided in subsection (a) above but then Requesting Carrier either requests Ameritech to utilize its own facilities or does not provide Ameritech capacity to meet Ameritech's forecasted needs, then Requesting Carrier shall, prior to

providing Ameritech Collocation as described in the preceding sentence, (x) provide Ameritech not less than one hundred fifty (150) days notice prior to the date Ameritech must provide its own facilities and (y) compensate Ameritech for the costs incurred by Ameritech to rearrange its network.

### **III.3 Fiber-Meet.**

III.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).

III.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor (“**OLTM**”) equipment in the Ameritech Interconnection Wire Center (“**AIWC**”) 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**.

III.3.3 Requesting Carrier shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the Requesting Carrier Interconnection Wire Center (“**DIWC**”) 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**.

III.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Requesting Carrier to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AIWC. 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.

III.3.5 Requesting Carrier shall designate a manhole or other suitable entry-way immediately outside the DIWC 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 DIWC. 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.

III.3.6 Requesting Carrier shall pull the fiber optic strands from the Requesting Carrier-designated manhole/entry-way into the DIWC 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 DIWC.

III.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AIWC and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the Requesting Carrier strands to the OLT equipment Ameritech has installed in the AIWC.

III.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Wire Center through a point separate from that through which such Party's own fiber exited.

III.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet in accordance with the Plan and (ii) the cost to build-out its facilities to such Fiber-Meet.

#### **III.4 Interconnection in Additional LATAs.**

III.4.1 If Requesting Carrier determines to offer Telephone Exchange Service within Ameritech's service areas in any additional LATA, Requesting Carrier shall provide written notice to Ameritech of its need to establish Interconnection in such LATA pursuant to this Agreement.

III.4.2 The notice provided in **Section 3.4.1** shall include (i) the initial Wire Centers Requesting Carrier has designated in the new LATA; (ii) Requesting Carrier's requested Interconnection Activation Date; and (iii) a non-binding forecast of Requesting Carrier's trunking and facilities requirements.

III.4.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center Requesting Carrier has identified as its initial Routing Point in the LATA as the DIWC in that LATA and shall designate the Ameritech Tandem Office Wire Center within the LATA nearest to the DIWC (as measured in airline miles utilizing the V&H coordinates method) as the AIWC in that LATA.

III.4.4 Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is no more than one hundred fifty (150) days after the date on which Requesting Carrier delivered notice to Ameritech pursuant to **Section 3.4.1**. 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 confirm the AIWCs, the RIWCs and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to **Schedule 2.1**.

**III.5 Additional Interconnection in Existing LATAs.** 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 3.4.4**. 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. 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 timeframes in **Schedule 3.4.4** shall apply.

**III.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.

**III.7 Network Management.**

III.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.

III.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.

**III.8 Standards of Performance.**

III.8.1 Each Party shall provide the other Party Interconnection (i) in accordance with **Section 3.6** as determined by this **Section 3.8** and (ii) as required by the Commission (collectively, the “**Interconnection Performance Benchmarks**”).

III.8.2 To determine a Party's compliance with the Interconnection Performance Benchmarks, on and after the first Interconnection Activation Date hereunder, each Party shall maintain separate records of the specific criteria listed on **Schedule 3.8** (each, an “**Interconnection Performance Activity**”) relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the “**Providing Party's Interconnection Records**”) and to other LECs (the “**Other LEC Interconnection Records**”) and parallel records of the Interconnection that the Providing Party provides to the other Party (the “**Other Party's Interconnection Records**”) and shall use the

methods described in **Schedule 3.8** to calculate Interconnection Performance Activity and determine compliance with such Interconnection Performance Benchmarks.

III.8.3 The Providing Party shall provide to the other Party for each calendar month (a **“Reporting Period”**), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed an **“Interconnection Specified Performance Breach”**. Notwithstanding anything to the contrary in this **Section 3.8**, the Parties acknowledge that (x) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (y) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

III.8.4 In no event shall the Providing Party be deemed to have committed an Interconnection Specified Performance Breach if the Providing Party's failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

III.8.5 Upon the occurrence of an Interconnection Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in **Section 28.3** and seek any relief it is entitled to under Applicable Law.

III.8.6 The other Party shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Providing Party offers Credit Allowances to its Customers.

### **III.9 9-1-1 Service.**

III.9.1 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.



### III.9.2 Service and Facilities Provided.

- (a) Requesting Carrier shall interconnect with each Ameritech 9-1-1 selective router residing at each Ameritech Control Office 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 each Ameritech Control Office (channel conditioning referred to as **“Direct”** in Item I of the Pricing Schedule) or (ii) providing demuxed DSO level trunks at designated Ameritech Central Office(s) (channel conditioning referred to as **“Back to Back”** in Item I of the Pricing Schedule) or (iii) providing demuxed DSO level trunks at a Collocation point within each Ameritech Control Office(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 Control Office(s). Each of the foregoing options described in this **subparagraph (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 Control Office(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 Control Office, 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 routed facilities 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 Central Office(s). Trunks between the Ameritech Central Office and the Ameritech Control Office shall be provisioned by Ameritech within twenty (20) Business Days following order by Requesting Carrier. 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 Control Office to assure proper functioning of the 9-1-1 Service. 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.

- (d) Ameritech will provide to Requesting Carrier, in paper or mechanized format, an address and routing file (ARF) that provides the information required for Requesting Carrier 9-1-1 record processing, addressing and delivery of calls to the appropriate Ameritech Control Office(s). 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. Until such time as a mechanized process for provision of this information is made available by Ameritech and, at intervals determined by Ameritech, Ameritech shall provide to Requesting Carrier in a paper format any updates to the address and routing file.
- (e) Ameritech will coordinate access to the Ameritech ALI database for the initial loading and updating of Requesting Carrier Customer information. Access coordination will include:
  - (1) Ameritech provided format requirements and a delivery address for 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) Coordination of error resolution involving entry and update activity;
  - (3) Provisioning of specific 9-1-1 routing information on each access line; and

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

Updating the Ameritech ALI database from paper records of service order activity supplied by Requesting Carrier is optional. The charge for this service is separate and set forth at Item I of the Pricing Schedule under the category “**Optional Manual Update**”; and

(f) Requesting Carrier or its third party agent will provide CNA data to Ameritech for use in entering the data into the 9-1-1 database. The initial CNA data will be provided to Ameritech in a format prescribed by Ameritech. Requesting Carrier is responsible for providing Ameritech updates to the CNA data and error corrections that may occur during the entry of CNA 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 CNA 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 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.

(g) The services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule contemplate that each NXX will reside in a single Control Office. Requesting Carrier may request that an NXX shall reside in more than one 9-1-1 Control Office; provided that Requesting Carrier shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per 9-1-1 Control Office trunk group that is connected to such 9-1-1 Control Office (the “**9-1-1 Control Office Software Enhancement Connection Charge**”).

(h) In the event of an Ameritech or Requesting Carrier 9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of

the support center personnel responsible for maintaining the 9-1-1 Service between the Parties.

(i) Ameritech will provide the order number and circuit identification code in advance of the service due date.

(j) 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.

(k) Each Party shall engineer incoming 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.

(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.

### III.9.3 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.

### III.9.4 Additional Limitations of Liability Applicable to 9-1-1 Service.

(a) Ameritech is not liable for the accuracy and content of CNA data that Requesting Carrier delivers to Ameritech. Requesting

Carrier is responsible for maintaining the accuracy and content of that data as delivered; and

(b) Ameritech shall not be responsible for mistakes that appear in Ameritech's 9-1-1 databases and with respect to such mistakes, Requesting Carrier shall indemnify and hold Ameritech harmless from any and all Losses incurred on account thereof by third parties (including Requesting Carrier's Customers or employees). 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)**

**IV.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**").

**IV.2 Limitations.** No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over the Local/IntraLATA Trunks.

**IV.3 Trunk Group Architecture and Traffic Routing.** The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

IV.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 DIWC and AIWC. 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.

IV.3.2 Notwithstanding anything to the contrary contained in this Article IV, if the traffic volumes between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, the Parties shall, within sixty (60) days after a Party receives notification of such occurrence from the other Party, establish new direct trunk groups to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Plan (as defined in Section 18.2).

IV.3.3 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

IV.3.4 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem. 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 Dedicated Interoffice Transmission Facilities set forth in Item V of the Pricing Schedule plus any additional costs required to provision such Logical Trunk Groups. Where a Tandem also provides End Office functionality, Interconnection by a Party at such Tandem shall provide access to Tandem and End Office functionality.

IV.3.5 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**.

IV.3.6 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.

#### **IV.4 Signaling.**

IV.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. Each Party shall charge the other Party for CCIS signaling at the rates set forth at Item V of the Pricing Schedule.

IV.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 or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

IV.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 traffic, such information shall be passed by a Party to the extent that such information is provided to such Party.

IV.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.

**IV.5 Grades of Service.** The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Plan.

**IV.6 Measurement and Billing.**

IV.6.1 For billing purposes, each Party shall pass CPN associated with that Party's originating switch on each call that originates 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 reevaluated 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.

IV.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.

**IV.7 Reciprocal Compensation Arrangements -- Section 251(b)(5).** Compensation for the transport and termination of Local Traffic and IntraLATA Toll Traffic shall be pursuant to this **Section 4.7**. Compensation for traffic that is delivered through Transit Service shall be pursuant to **Section 7.2**.

IV.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or Requesting Carrier which a Telephone Exchange Service Customer originates on Ameritech's or Requesting Carrier's network for termination on the other Party's network. The originating Party shall compensate the terminating Party for the transport and termination of Local Traffic for the function(s) provided by that terminating Party at the rate(s) provided at Item II of the Pricing Schedule; provided that Requesting Carrier shall be paid only the rate for End Office Local Termination. The Parties' obligation to pay Reciprocal Compensation to the other Party shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and capable of fully supporting "live" traffic.

IV.7.2 (a) The Parties agree to abide by the final and nonappealable FCC, Commission or judicial decisions or orders that resolve this issue as to whether ISP traffic (including Internet traffic) is Local Traffic and therefore subject to Reciprocal Compensation. Pending the final and nonappealable outcome of these proceedings, the Parties agree not to pay Reciprocal Compensation on ISP traffic terminated to the other Party. Contingent upon the final and nonappealable orders, the Parties agree to compensate each other for ISP traffic (either as Reciprocal Compensation if such traffic is Local Traffic or pursuant to Article VI if such traffic is Exchange Access traffic or such other methodology adopted by the foregoing orders) retroactive to the Effective Date of this Agreement.

(b) Each Party agrees to cooperate with the other Party and take any and all reasonable steps to identify all ISP traffic that originated on its network that is routed to the other Party. Not less than thirty (30) days before the first Interconnection Activation Date, and thereafter by the twenty-second (22nd) day of each calendar month during the Term, each Party shall provide the other Party a comprehensive list of each NPA-NXX-XXXX that is assigned to or used by an ISP and to which such first Party routed calls during the preceding calendar month. In each monthly report, the list shall also include the number of minutes of traffic that such Party believes was delivered to each ISP during the preceding month and an identification of those numbers that are used solely for administrative use (i.e., traffic that is not destined for the Internet). Notwithstanding **Section 20.1.1**, any information disclosed by one Party to the other Party pursuant to this **Section 4.7.2(b)** shall be deemed “Proprietary Information” under **Article XX**.

IV.7.3 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.

IV.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to **Article XIII** shall be as specified in **Section 13.7**.

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

**V.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**.

### **V.2 Trunk Group Architecture and Traffic Routing.**



V.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.

V.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access, nontranslated 800/888 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.

V.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.

**V.3 End Office Access.** Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

## **ARTICLE VI MEET-POINT BILLING ARRANGEMENTS**

### **VI.1 Meet-Point Billing Services.**

VI.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (“**MECAB**”) document SR-BDS-000983, Issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Groups B and D. 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.

VI.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.

VI.1.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Association (“**NECA**”) FCC Tariff No. 4. Requesting Carrier shall use its best efforts to include in such tariff the billing percentage and associated information as a non-member of NECA.

VI.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.

## **VI.2 Data Format and Data Transfer.**

VI.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.

VI.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.

VI.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.

VI.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.

VI.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.

VI.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.

## **VI.3 Errors or Loss of Access Usage Data.**

VI.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.

VI.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.

**VI.4 Payment.** The Parties shall not charge one another for the services rendered pursuant to this Article VI.

**VI.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 only. If data is lost, such providing Party will develop a substitute based on past usage, as set forth in Section 6.3.2.

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

### **VII.1 Ancillary Services Traffic.**

VII.1.1 This Section 7.1 applies to Ancillary Services Traffic which originates from either (i) Requesting Carrier's Resale Services Customers or (ii) Requesting Carrier's Customers utilizing Ameritech's Unbundled Local Switching and which terminates to the applicable information services platform connected to Ameritech's network.

VII.1.2 If Requesting Carrier elects not to be responsible for Ancillary Services Traffic, then Requesting Carrier must order blocking when submitting an order for the following: (i) resold lines and (ii) Ameritech's Unbundled Local Switching. If Requesting Carrier elects to be responsible for Ancillary Service Traffic, Requesting Carrier must indicate its agreement to comply with the terms and conditions set forth in Schedule 7.1. If Requesting Carrier has elected to be responsible 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.

### **VII.2 BLV/BLVI Traffic.**

VII.2.1 Busy Line Verification (“**BLV**”) is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

VII.2.2 Busy Line Verification Interrupt (“**BLVI**”) is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

VII.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.

VII.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item IV of the Pricing Schedule.

### **VII.3 Transit Service.**

VII.3.1 Ameritech shall provide Requesting Carrier Transit Service as provided in this Section 7.2.

VII.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 and 888 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 7.2.8.

VII.3.3 Transit Service shall be provided only at Ameritech's Tandem Switches, and not at any Ameritech End Office.

VII.3.4 While the Parties agree that it is the responsibility of each Transit Counter-Party to enter into arrangements with Requesting Carrier 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 termination of this Agreement, Ameritech will provide Requesting Carrier with Transit Service.

VII.3.5 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.

VII.3.6 Requesting Carrier shall not bill Ameritech for any Transit Service traffic unless otherwise agreed in writing by Ameritech.

VII.3.7 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**"):

(1) Requesting Carrier shall:

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

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

(2) Ameritech shall remit to Requesting Carrier any access charges Ameritech receives from such Transit Counter-Party in connection with the delivery of such Originating Transit Traffic to such Transit Counter-Party.

(b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Requesting Carrier from a Transit Counter-Party (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 or from Requesting Carrier in accordance with the terms and conditions of such PTC arrangement. Ameritech shall reimburse Requesting Carrier at Requesting Carrier's applicable tariffed terminating switched access rates.

VII.3.8 IntraLATA 800 Traffic shall be exchanged between the Parties as follows:

- (a) 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 or 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. Because IntraLATA 800 Traffic may not be identified with a unique Carrier Identification Code (CIC), billing shall be based on originating and terminating NPA/NXX.

## **ARTICLE VIII INSTALLATION, MAINTENANCE, TESTING AND REPAIR**

**VIII.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**.

**VIII.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**.

**VIII.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)**

**IX.1 Access to Network Elements.**

IX.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.

IX.1.2 Notwithstanding anything to the contrary in this Article IX, Ameritech shall not be required to provide Network Elements beyond those identified in 47 C.F.R. § 51.319 to Requesting Carrier if:

(1) The Commission concludes that:

(A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to Requesting Carrier on an unbundled basis; and

(B) Requesting Carrier could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within Ameritech's network; or

(2) The Commission concludes that the failure of Ameritech to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service Requesting Carrier seeks to offer, compared with providing that service over other unbundled Network Elements in Ameritech's network.

IX.1.3 Ameritech shall be required to make available access to its Network Elements at the rates specified herein only where such Network Elements, including facilities and software necessary to provide such Network Elements, are available. If Ameritech makes available

access to a Network Element that requires special construction, Requesting Carrier shall pay to Ameritech any applicable special construction charges. The Parties shall mutually agree on the nature and manner of any required special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on **Schedule 9.10**.

**IX.2 Network Elements<sup>3</sup>**. At the request of Requesting Carrier, Ameritech shall provide Requesting Carrier access to the following Network Elements on an unbundled basis:

IX.2.1 Local Loops, as more fully described on **Schedule 9.2.1**;

IX.2.2 The Network Interface Device, as more fully described on **Schedule 9.2.2**;

IX.2.3 Switching Capability, as more fully described on **Schedule 9.2.3**;

IX.2.4 Interoffice Transmission Facilities, as more fully described on **Schedule 9.2.4**;

IX.2.5 Signaling Links and Call-Related Databases, as more fully described on **Schedule 9.2.5**;

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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 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). If this Agreement is inconsistent with any order rendered by the FCC, state regulatory agency, or a court of competent jurisdiction, 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 Agreement be amended accordingly.



IX.2.6 Operations Support Systems (“OSS”) functions, to be used in conjunction with other Network Elements, as more fully described on Schedule 9.2.6; and

IX.2.7 Operator Services and Directory Assistance, as more fully described on Schedule 9.2.7.

### **IX.3 Requesting Carrier’s Combination of Network Elements.**

IX.3.1 Ameritech shall provide Requesting Carrier access to Network Elements 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.

### **IX.4 Nondiscriminatory Access to and Provision of Network Elements.**

IX.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.

9.4.4 Notwithstanding anything to the contrary contained herein, if Requesting Carrier submits to Ameritech manual orders for Network Elements, Ameritech shall provide access to such

manually ordered Network Elements on terms and conditions no less favorable than the terms and conditions under which Ameritech provides manually-ordered elements to itself, its subsidiaries, Affiliates and any other person.

#### **IX.5 Provisioning of Network Elements.**

IX.5.1 Ameritech shall provide Requesting Carrier unbundled Network Elements as set forth on **Schedule 9.5**. If Requesting Carrier submits “manual orders” for unbundled Network Elements in lieu of using any available electronic interfaces to submit such orders, the Parties agree that the terms and conditions set forth in Ameritech’s unbundled Network Elements tariff(s) shall apply to Requesting Carrier’s submission of such “manual orders” or, if no such terms or conditions are then set forth in the unbundled Network Elements tariff(s) or if such tariff(s) is not then in effect, the Parties shall apply the terms and conditions set forth in the Implementation Plan that address such manual orders.

IX.5.2 Ameritech shall provide Requesting Carrier access to the functionalities for 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. Access to such functionalities for the Operations Support Systems functions shall be as provided in **Schedule 9.2.6** and the Implementation Plan.

IX.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**.

IX.5.4 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 any Requesting Carrier ordered Network Element unless directed to do so 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.

9.5.5 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**.

9.5.6 When Ameritech receives an order for access to an unbundled Network Element or Elements 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 9.5.6**.

**IX.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.

**IX.7 Pricing of Unbundled Network Elements.**

IX.7.1 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.

9.7.2 Consistent with the Act and as prescribed by the FCC and the Commission, Ameritech and Requesting Carrier shall be entitled to interstate and intrastate access charges related to Requesting Carrier's purchase of access to unbundled Network Elements.

9.7.3 If Requesting Carrier submits to Ameritech manual orders for unbundled Network Elements, each manual order shall be subject to a non-recurring charge as set forth in the applicable tariff(s), or if no charge(s) are contained therein, at rates that compensate Ameritech for its costs in accordance with Section 252(d) of the Act to process such manual orders.

**IX.8 Billing.** Ameritech shall bill Requesting Carrier for access to unbundled Network Elements pursuant to the requirements of **Article XXVII** to this Agreement.

**IX.9 Maintenance of Unbundled Network Elements.**

9.9.1 Ameritech shall provide 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) Requesting Carrier requests a dispatch, (iii) Ameritech dispatches a technician, and (iv) 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.

## **IX.10 Standards of Performance.**

IX.10.1 Ameritech shall provide to Requesting Carrier access to unbundled Network Elements (i) in accordance with **Section 9.4** as determined by this **Section 9.10** and (ii) as required by the Commission (collectively, the “**Ameritech Network Element Performance Benchmarks**”).

IX.10.2 To determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks, Ameritech shall maintain records of the specific criteria listed in **Schedule 9.10** which criteria are the criteria that Ameritech currently measures to evaluate its provision of unbundled Network Elements (each, a “**Network Element Performance Activity**”). Ameritech shall provide records relating to the access to unbundled Network Elements Ameritech provides to itself, its subsidiaries and Affiliates (the “**Ameritech NE Records**”) and parallel records of the access to unbundled Network Elements Ameritech provides to (x) Requesting Carrier (the “**Requesting Carrier NE Records**”) and (y) other LECs in the aggregate (the “**Other LEC NE Records**”), in each case segregated on the basis of whether the unbundled Network Elements were ordered as provided in **Schedules 9.2.6** and **9.5** or through manual orders. The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures a criterion in assessing its performance in providing Network Elements or begins measuring additional criteria.

IX.10.3 Subject to the last sentence of this **Section 9.10.3**, Ameritech shall provide to Requesting Carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the applicable Ameritech NE Records, the Requesting Carrier NE Records and the Other LEC NE Records so that the Parties can determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks. If (i) Ameritech fails to comply with an Ameritech Network Element Performance Benchmark with respect to a Network Element Performance Activity for a Reporting Period, (ii) the sample size of the Network Element Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Ameritech Network Element Performance Activity deviates from the corresponding Network Element Performance Benchmark is statistically significant, then Ameritech shall have committed an “**NE Specified Performance Breach**”. Notwithstanding anything to the contrary in this **Section 9.10.3**, the Parties acknowledge that (x) the Other LEC NE Records shall be provided to Requesting Carrier on an aggregate basis and (y) such Other LEC NE Records shall be provided to Requesting Carrier in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI). Notwithstanding anything to the contrary in this **Section 9.10**, Ameritech shall not be required to provide Requesting Carrier any records as set forth in this **Section 9.10.3** if Requesting Carrier is leasing less than one thousand (1000) unbundled Network Elements from Ameritech for a given Reporting Period.

IX.10.4 In no event shall Ameritech be deemed to have committed a Network Element Specified Performance Breach if Ameritech's failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Network Element Performance Activity,

then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of Ameritech's compliance with the applicable Ameritech Network Element Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Network Element Performance Activity, then the applicable time frame in which Ameritech's compliance with the Ameritech Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

IX.10.5 Upon the occurrence of a Network Element Specified Performance Breach by Ameritech, Requesting Carrier may forego the dispute escalation procedures set forth in **Section 28.3** and seek any relief it is entitled to under Applicable Law.

IX.10.6 Requesting Carrier shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its Customers.

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

**X.1 Telecommunications Services Available for Resale at Wholesale Rates.** Commencing on the Service Start Date, upon the request of Requesting Carrier and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to Requesting Carrier for resale at wholesale rates those Telecommunications Services that Ameritech provides at retail to subscribers who are not Telecommunications Carriers, as required by Section 251(c)(4) of the Act (the “**Resale Services**”). The Resale Services available to Requesting Carrier and the rates for such Resale Services are set forth on **Schedule 10.1**.

**X.2 Other Services.** Ameritech may, at its sole discretion, make available to Requesting Carrier under this Agreement services other than Telecommunications Services (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

### **X.3 Limitations on Availability of Resale Services.**

The following limitations shall apply to Resale Services:

X.3.1 The Telecommunications Services that Ameritech offers to existing retail subscribers, but not to new subscribers (“**Grandfathered Services**”) are identified in the Resale Tariff, as such Resale Tariff may be revised or supplemented from time to time to include those additional services that Ameritech may, at its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. Ameritech agrees to make Grandfathered Services available to Requesting Carrier for resale, subject to the terms of **Section 10.3.2**, to those Customers that (i) subscribed to the applicable Telecommunications Service (whether through Ameritech or Requesting Carrier as the provider) at the time such service was classified by Ameritech as a Grandfathered Service and (ii) continue to subscribe to such Grandfathered Service at the time of such Customer's selection of Requesting Carrier as its primary Local Exchange Carrier.

Grandfathered Services shall be made available to Requesting Carrier at wholesale rates determined in accordance with the Act. To the extent that Ameritech is unable to provide wholesale systems support and billing within the first ninety (90) days from the date each Requesting Carrier Resale Service Customer is provided such Grandfathered Service, Ameritech shall retroactively apply such wholesale rate as a credit to Requesting Carrier and will bill such service to Requesting Carrier from its retail billing systems.

X.3.2 The Telecommunication Services that Ameritech currently intends to discontinue offering to any retail subscriber (“**Sunsetted Services**”) are identified in the Resale Tariff, as such Resale Tariff may be revised or supplemented from time to time to include those additional Telecommunications Services that Ameritech may, at its discretion and to the extent permitted by Applicable Law, classify as Sunsetted Services. Ameritech agrees to make Sunsetted Services available to Requesting Carrier for resale to Requesting Carrier's Customers who are subscribers to the Sunsetted Service either from Ameritech or Requesting Carrier at the time so classified (subject to the provisions of **Section 10.3.1** if such Sunsetted Service was classified as a Grandfathered Service prior to its classification as a Sunsetted Service) until the date such service is discontinued.

X.3.3 Each Party acknowledges that Resale Services shall be available to Requesting Carrier on the same basis as offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person to which Ameritech directly provides the Resale Services, including Ameritech's retail Customers and other resellers of Ameritech's Telecommunications Services (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person, including Ameritech's retail Customers and (ii) to the same extent as Ameritech's retail Telecommunications Services are subject to the availability of facilities.

**X.4 Additional Charges for Resale Services.** In addition to the rates set forth at Item VI of the Pricing Schedule, Requesting Carrier shall pay Ameritech (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by Requesting Carrier, including channel charges, initial non-recurring charges and construction charges and (ii) the applicable non-discounted end user common line charge as set forth in F.C.C. No. 2, Section 4. If the provision of any Resale Service requires construction, Requesting Carrier shall pay to Ameritech any applicable special construction charges. If special construction is required, the Parties shall mutually agree on the nature and manner of such special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Resale Service(s) in lieu of the standard intervals set forth on **Schedule 10.9.2**. The wholesale discount set forth at Item VI of the Pricing Schedule is not applicable to taxes or other pass-through charges, including the charges described in this **Section 10.4**.

## **X.5 Restrictions on Resale Services.**

X.5.1 Requesting Carrier may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from Ameritech.

X.5.2 Ameritech shall not be required to provide to Requesting Carrier a Resale Service at a promotional rate that Ameritech offers at retail, nor shall Ameritech be required to provide a wholesale discount off a promotional rate if:

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

X.5.3 Nothing in this Agreement shall require Ameritech to provide to Requesting Carrier promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

X.5.4 Requesting Carrier shall not utilize Resale Services to avoid applicable access charges.

X.5.5 As provided in the Act, Requesting Carrier may not purchase Resale Services unless such services are resold to a person other than Requesting Carrier, its subsidiaries and Affiliates.

X.5.6 Resale Services can only be used in the same manner as specified in Ameritech's retail tariffs.

X.5.7 Ameritech may impose additional restrictions on Requesting Carrier's purchase and sale of Resale Services only as permitted by the Act, the Commission and the FCC.

**X.6 New Resale Services; Changes in Provision of Resale Services.** Ameritech shall, via tariff filings, notify Requesting Carrier of any changes in the terms and conditions under which Ameritech offers Resale Services, including the introduction of any new features, functions or services. Notwithstanding anything to the contrary contained herein, any notice or information provided by Ameritech pursuant to this **Section 10.6** (other than in a publicly filed tariff) shall be deemed "**Proprietary Information**" and subject to the terms and conditions of **Article XX**.

**X.7 Operations Support Systems Functions.** Ameritech shall provide Requesting Carrier nondiscriminatory access to, and Requesting Carrier shall use, Ameritech's Operations Support Systems functions for pre-ordering, ordering, provisioning, maintenance, repair and billing.

## **X.8 Nondiscriminatory Provision of Resale Services.**

X.8.1 Resale Services made available by Ameritech for resale hereunder and Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality to that provided by Ameritech to itself or to any subsidiary, Affiliate or any other person to which Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

X.8.2 Consistent with Requesting Carrier's forecasted volumes and subject to the terms and conditions of **Section 19.5**, Ameritech shall provision Resale Services with the same timeliness that such Resale Services are provisioned to Ameritech's subsidiaries, Affiliates, or other persons to whom Ameritech directly provides the Resale Service, including Ameritech's retail Customers; provided that if Requesting Carrier submits Non-Electronic Orders for Resale Services pursuant to **Section 10.13.2(b)**, Ameritech shall provision such orders as provided in **Section 10.13.2(b)(v)**.

## **X.9 Standards of Performance.**

X.9.1 Ameritech shall provide Resale Services to Requesting Carrier (i) in accordance with **Section 10.8** as determined by this **Section 10.9**, but subject to **Section 10.4** and (ii) as required by the Commission (collectively, the "**Resale Performance Benchmarks**").

X.9.2 To determine Ameritech's compliance with the Resale Performance Benchmarks, Ameritech shall maintain records of specific criteria listed on **Schedule 10.9.2** (each, a "**Resale Performance Activity**") relating to Resale Services it provides to itself and to its subsidiaries, Affiliates and Ameritech's retail Customers (the "**Ameritech Resale Records**") and parallel records of the Resale Services provided to (i) Requesting Carrier (the "**Requesting Carrier Records**") and (ii) on an aggregate basis, resellers of Telecommunications Services other than Requesting Carrier (the "**Other Reseller Records**"), in each case segregated on the basis of whether the Resale Services were ordered through the Provisioning EI or by Non-Electronic Orders. The Resale Performance Activities will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech (x) no longer measures a Resale Performance Activity in assessing its performance in providing such Resale Service to Ameritech's retail Customers or (y) begins measuring additional criteria to assess such performance.

X.9.3 Subject to **Section 10.9.2** and the last sentence of this **Section 10.9.3**, Ameritech shall provide to Requesting Carrier for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the applicable Ameritech Resale Records, the Requesting Carrier Resale Records and the Other Reseller Records so that the Parties can determine Ameritech's compliance with the Resale Performance Benchmarks. If (i) Ameritech fails to comply with a Resale Performance Benchmark with respect to a Resale Performance Activity for a Reporting Period, (ii) the sample size of the Resale Performance Activity measured for such Reporting Period is statistically valid, and (iii) the amount by which the applicable Resale



Performance Activity deviates from the corresponding Resale Performance Benchmark is statistically significant, then Ameritech shall have committed a “**Resale Specified Performance Breach.**” Notwithstanding anything to the contrary in this **Section 10.9.3**, the Parties acknowledge that the Other Reseller Records shall be provided to Requesting Carrier (x) on an aggregate basis and (y) in a manner that preserves the confidentiality of each other reseller and any of such reseller’s proprietary information (including CPNI). Notwithstanding anything to the contrary in this **Section 10.9**, Ameritech shall not be required to provide Requesting Carrier any records as set forth in this **Section 10.9.3** if Requesting Carrier is reselling less than one thousand (1000) resold lines in a given Reporting Period.

X.9.4 In no event shall Ameritech be deemed to have committed a Resale Specified Performance Breach if Ameritech's failure to meet or exceed a Resale Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Resale Performance Activity, then such occurrence shall be excluded from the calculation of such Resale Performance Activity and the determination of Ameritech's compliance with the applicable Resale Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Resale Performance Activity, then the applicable time frame in which Ameritech's compliance with the Resale Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

X.9.5 Upon the occurrence of a Resale Specified Performance Breach by Ameritech, Requesting Carrier may elect one of the following two remedies:

- (a) Forego the dispute escalation procedures set forth in **Section 28.3** and seek any relief it is entitled to under Applicable Law; or
- (b) Ameritech shall pay to Requesting Carrier as liquidated damages any amounts that Requesting Carrier is entitled to receive under then existing Commission procedures relating to the failure by Ameritech to comply with the Commission performance standards.

X.9.6 Requesting Carrier may be entitled to a credit pursuant to the terms and conditions of Ameritech’s tariff (Case No. 97-1729 TP-ATA) to implement the minimum telephone services standards “(MTSS)”, as such tariff is approved by Commission and modified from time to time (“MTSS Tariff”). Requesting Carrier agrees to incorporate the terms and conditions of the MTSS Tariff into this Agreement and also agrees not to submit to Ameritech a claim for recourse credit under the MTSS until applicable tariff terms and conditions are approved by the Commission.

Ameritech shall have no obligation to acknowledge or credit any claim for recourse in advance of Requesting Carrier’s submission of a claim in compliance with the terms and conditions of the MTSS Tariff.

## **X.10 Branding.**

X.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, Ameritech shall rebrand such features of such offered Resale Service as requested by Requesting Carrier for Requesting Carrier's Customers, unless Ameritech lacks the technical capability to comply with such rebranding request, as approved by the Commission.

X.10.2 Ameritech shall make available to Requesting Carrier, upon Requesting Carrier's request, the ability to route:

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

The routing capabilities described above will be implemented according to the Implementation Plan. To the extent technically feasible, all direct routing capabilities described in this **Section 10.10.2** shall permit Requesting Carrier Customers to dial the same telephone numbers for Requesting Carrier Directory Assistance and Local Operator Service that similarly situated Ameritech Customers dial for reaching equivalent Ameritech services.

X.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that Ameritech shall have no obligation to unbrand or rebrand its service technicians or trucks, any customer premises equipment, any other customer-owned facilities or its outside plant.

X.10.4 Requesting Carrier shall not, without Ameritech's prior written consent, offer any Resale Service to any Customer under any brand name of Ameritech, its subsidiaries or its Affiliates, nor shall Requesting Carrier state or imply that there is any joint business association or any similar arrangement with Ameritech in the provision of Resale Service to Requesting Carrier's Customers, except to the extent Requesting Carrier deems it necessary to advise its Customers that Ameritech's personnel will perform work on behalf of Requesting Carrier under this Agreement or that some facilities used in provisioning service are owned and maintained by Ameritech; provided, however, that Requesting Carrier shall make no disparaging statements about Ameritech or its facilities, products or services.

X.10.5 In those instances where Requesting Carrier requires Ameritech personnel to interface directly with Requesting Carrier Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as Ameritech's employees representing Requesting Carrier.

X.10.6 Any “no access” cards and time and materials invoices furnished during service calls by Ameritech personnel to Requesting Carrier Customers shall be available to Requesting Carrier for review and shall be provided to Requesting Carrier Customers in an unbranded form.

X.10.7 In no event shall Ameritech personnel acting on behalf of Requesting Carrier pursuant to this Agreement provide information to any existing Requesting Carrier Customer about Ameritech products or services.

X.10.8 Requesting Carrier shall pay Ameritech's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding or routing under this **Section 10.10**.

### **X.11 Primary Local Exchange and Interexchange Carrier Selections.**

X.11.1 The Parties shall apply all of the principles set forth in the Act and Applicable Law, including 47 C.F.R. § 64.1100, to the process for Customer selection of a PLEC. Ameritech shall not require a disconnect order from a Requesting Carrier Customer, or another LEC, in order to process a Requesting Carrier order for Resale Service for a Requesting Carrier Customer. Ameritech shall advise Requesting Carrier whenever a Requesting Carrier Customer has selected another PLEC by giving notice to Requesting Carrier via the Provisioning EI within twenty-four (24) hours of the change being completed by Ameritech. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a PLEC, each Party shall deliver to the other Party a representation of authorization in the form set forth on **Schedule 10.11.1** that applies to all orders submitted by a Party under this Agreement that require a PLEC change. Such representation of authorization shall be delivered to the other Party prior to the first order submitted by a Party. Each Party shall retain on file all applicable Letters and Documentation of Authorization (each as defined in **Schedule 10.11.1**) relating to its Customer's selection of such Party as its PLEC, which documentation shall be available for inspection by the other Party at its request during normal business hours.

X.11.2 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party, the following procedures shall apply:

- (a) If a Customer of either Party or a customer of another carrier denies authorizing a change in his or her PLEC selection to a different LEC (“Unauthorized Switching”), Ameritech shall switch that customer back to the authorized PLEC in accordance with the terms of **Schedule 10.11.2**. However, in the case of unauthorized changes of Requesting Carrier Customers to Ameritech, Ameritech shall also have the duties enumerated on **Schedule 10.11.2** and will pay to Requesting Carrier the Unauthorized Switching charge described on **Schedule 10.11.2**.

- (b) If Ameritech reports or otherwise provides information on unauthorized PLEC changes to the FCC, the Commission or any other governmental entity, Ameritech agrees to report on Requesting Carrier unauthorized PLEC changes separately from unauthorized presubscribed interexchange carrier (“PIC”) changes.

X.11.3 When Ameritech receives an order for Resale Service from Requesting Carrier for Requesting Carrier's Customer, and Ameritech currently provides resale local exchange Telecommunications Services to another carrier (“**Carrier of Record**”) for the same Customer, 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 10.11.3**.

X.11.4 When Ameritech is notified by Requesting Carrier that a Requesting Carrier Customer has changed its PIC from one IXC to another IXC, Ameritech shall provision the PIC-only change.

10.11.5 (a) From the Effective Date until thirty (30) Business Days after Requesting Carrier makes the election described in **subsection (b)**, when Ameritech is notified through the Customer Access Record Exchange (CARE) system that a Requesting Carrier Customer has changed its PIC from one IXC to another IXC, Ameritech shall provision the PIC-only change.

(b) At some future date, Ameritech will provide PLECs the option to have Ameritech reject all CARE-Initiated requests that Ameritech receives to change the PIC of a PLEC's customer. Ameritech will provide Requesting Carrier prior written notice of the availability of this option. Within ten (10) Business Days after Ameritech provides notice of the availability of this option to Requesting Carrier (the "**Election Period**"), Requesting Carrier shall notify Ameritech in writing whether it elects this option, which option shall then apply to all Requesting Carrier Resale Service orders received thirty (30) Business Days after Ameritech receives Requesting Carrier's written notice of election. If Requesting Carrier fails to make the election described in this **subsection (b)** within the Election Period, Ameritech shall provision CARE-Initiated PIC Changes under **subsection (a)**, and not under this **subsection (b)**.

## **X.12 Functionality Required To Support Resale Service.**

X.12.1 Directory Listing Requirements. Ameritech shall make available to Requesting Carrier for Requesting Carrier Customers directory listings in accordance with the provisions of **Article XV**.

X.12.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to Requesting Carrier's service, Ameritech will block the LEC-assigned

telephone line calling card number (including area code) (“**TLN**”) from the Line Information Database (“**LIDB**”).

X.12.3 9-1-1 Services. Ameritech shall provide to Requesting Carrier, for Requesting Carrier Customers, 9-1-1 call routing to the appropriate PSAP. Ameritech shall provide and validate Requesting Carrier Customer information to the PSAP. Ameritech shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the Requesting Carrier Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 9-1-1 services. Any 9-1-1 surcharges assessed by a municipality on Resale Services provided to Requesting Carrier Customers shall be included by Ameritech on Requesting Carrier's invoice and Requesting Carrier agrees to pay Ameritech all such surcharges. Ameritech shall then be responsible for submitting to the applicable municipalities all surcharges collected from Requesting Carrier.

X.12.4 Special Services. If Ameritech makes a notation on the Customer Service Records (CSR) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) (“**Special Services**”), Ameritech shall provide such data to Requesting Carrier on the CSR made available to Ameritech for its Customers. For usage by a Requesting Carrier Customer of a Telephone Relay Service, Ameritech will provide Requesting Carrier with all billing information furnished to Ameritech by the provider of the Telephone Relay Service.

X.12.5 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in **Schedule 10.12.5**.

### **X.13 Service Functions.**

X.13.1 Point of Contact for Requesting Carrier Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, Requesting Carrier shall be the primary point of contact for all Requesting Carrier Customers.
- (b) Customer Contact Employee Training. Ameritech shall provide training for all of its employees who may communicate, either by telephone or face-to-face, with Requesting Carrier Customers to assure that the requirements of this Agreement are met. Furthermore, the same quality standards that Ameritech requires of its employees when contacting an Ameritech Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with Requesting Carrier Customers.
- (c) Requests for Service Changes. When Ameritech provides installation on behalf of Requesting Carrier, Ameritech's representatives shall instruct a

Requesting Carrier Customer to contact Requesting Carrier if such Customer requests a service change at the time of installation.

#### X.13.2 Operations Support Systems Functions — Provisioning.

- (a) Provisioning EI for Pre-Ordering, Ordering and Provisioning. Ameritech shall provide, and Requesting Carrier shall use, the electronic interface described in Ameritech’s Electronic Service Ordering Guide, Version 4.0 (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. On or before the Service Start Date, Requesting Carrier shall establish the Provisioning EI so that it may submit all orders for Resale Services to Ameritech through such Provisioning EI. If Requesting Carrier fails to establish the Provisioning EI so that it is unable to submit “live” orders through the Provisioning EI by the Service Start Date, the Parties agree that the terms and conditions set forth in the Resale Tariff (including any forecasting requirements associated therewith that are inconsistent with any requirements contained in this Agreement) shall apply to Requesting Carrier’s submission of Non-Electronic Orders or, if no such terms or conditions are then set forth in the Resale Tariff or if the Resale Tariff is not then in effect, the following terms and conditions set forth in this **Section 10.13.2(b)** shall apply to such submission of Non-Electronic Orders.
  - (i) In addition to, and not in lieu of **Section 19.5.2**, not less than forty-five (45) days prior to the first Non-Electronic Order submitted by Requesting Carrier hereunder, and every calendar month thereafter, Requesting Carrier shall provide to Ameritech a three (3) month rolling forecast of the number of daily Non-Electronic Orders that Requesting Carrier shall submit to Ameritech Monday through Friday (excluding holidays on which the Service Center is closed) for a given calendar month (the “**Non-Electronic Forecast**”) provided, that such Non-Electronic Forecast may not exceed fifty (50) Non-Electronic Orders per day. The Non-Electronic Forecast shall be developed using standard commercial and industry practices and procedures, including daily demand data updated to reflect actual demand. The Non-Electronic Forecast shall be submitted to Ameritech in a standard format provided by Ameritech.

- (ii) Requesting Carrier may submit to Ameritech Monday through Friday (excluding holidays on which the Service Center is closed) up to the number of Non-Electronic Orders forecasted for that given day. Each Non-Electronic Order shall be submitted in a standard, legible typewritten format provided by Ameritech and shall be submitted to Ameritech through the use of a dedicated facsimile number to be identified in the Implementation Plan.
  - (iii) Ameritech shall process Requesting Carrier's Non-Electronic Orders on a first-in, first-out basis with respect to all Non-Electronic Orders received by Ameritech; provided, that forecasted Non-Electronic Orders will receive first priority and any orders submitted that exceed the Non-Electronic Forecast for a given day will receive second priority.
  - (iv) In addition to the non-recurring charges described in **Section 10.4**, each Non-Electronic Order submitted by Requesting Carrier to Ameritech shall be subject to an additional non-recurring charge of \$9.02 per Non-Electronic Order and any additional charges authorized by the Commission that compensate Ameritech for its costs in accordance with Section 252(d) of the Act to process such Non-Electronic Orders.
  - (v) Requesting Carrier shall provide to Ameritech not less than ninety (90) days notice prior to Requesting Carrier's first order for "live" Resale Services through the Provisioning EI.
- (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. Any request by Requesting Carrier to Ameritech for such other Operations Support Systems functions that are directed to the Service Center through a means other than the Provisioning EI shall be subject to additional non-recurring charges and restrictions.
- (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**. Any Service Order activity resulting in PLEC changes will comply with the requirements of 47 C.F.R. § 64.1100 and **Section 10.11.1**.

- (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.

#### X.13.3 Operations Support Systems Functions — Maintenance.

- (a) Electronic Interface for Maintenance and Repair. Ameritech will provide 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 **10.8** 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.

### **X.14 Responsibilities of Requesting Carrier.**

X.14.1 Each Party shall be responsible for providing to its Customers and to the other Party a telephone number or numbers that its Customers can use to contact the first Party in the event of a repair request. If a Customer contacts the Party that is not its local provider with regard to a repair request, such Party shall inform such Customer that they should call their local provider and may provide to the Customer such local provider’s contact number.

X.14.2 If Ameritech maintains an Emergency Telephone Number Service database, Requesting Carrier shall provide Ameritech with accurate and complete information regarding Requesting Carrier's Customers in a method reasonably prescribed by Ameritech to allow Ameritech to update such Emergency Telephone Number Service database.

X.14.3 Prior to the Service Start Date, Requesting Carrier shall have received and communicated to Ameritech its Carrier Identification Code, its Access Carrier Name Abbreviation or Interexchange Access Customer Code and Operating Company Number.



X.14.4 Notwithstanding anything to the contrary in this Agreement, Requesting Carrier is solely responsible for the payment of charges for all Resale Services furnished under this Agreement, including calls originated or accepted by Requesting Carrier and its Customers.

X.14.5 Requesting Carrier shall be responsible for certifying Customers and establishing on a per line basis Blocking of Caller ID for Resale Services in accordance with Applicable Law.

**X.15 Responsibilities of Ameritech.** Ameritech shall provide access to the following services where Ameritech is the underlying 9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service which includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (ii) Basic 9-1-1 service (where available) provides for routing all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls.
- (iii) Enhanced 9-1-1 (“**E9-1-1**”) service, which provides additional features to Basic 9-1-1 service, such as selective routing of 9-1-1 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

Both Requesting Carrier and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 9-1-1 number, except as provided in any applicable tariff or pursuant to Applicable Law.

**X.16 Exchange of Billing Information.**

X.16.1 Ameritech shall provide Requesting Carrier a specific Daily Usage File (“**DUF**”) for Resale Services provided hereunder (“**Customer Usage Data**”). Such Customer Usage Data shall be recorded by Ameritech in accordance with the Ameritech Electronic Billing System (AEBS) and EMR. The DUF shall include (i) specific daily usage, including both Local Traffic and IntraLATA Toll Traffic, in EMR format (if and where applicable) for each Resale Service to the extent that it is provided to Ameritech's Customers on a usage sensitive basis and (ii) sufficient detail to enable Requesting Carrier to bill its Customers for Resale Services provided by Ameritech. Ameritech will provide to Requesting Carrier specifications in sufficient detail to enable Requesting Carrier to develop an interface to exchange Customer Usage Data with Ameritech. Procedures and processes for implementing the interface will be included in the Implementation

Plan. Except as provided in **Section 10.16.4**, no other detailed billing shall be provided by Ameritech to Requesting Carrier.

X.16.2 Interexchange call detail on resold lines that is forwarded to Ameritech for billing, which would otherwise be processed by Ameritech for its retail Customers, will be returned to the IXC and will not be passed through to Requesting Carrier. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on resold lines will be passed through when Ameritech records the message.

X.16.3 Requesting Carrier shall be responsible for providing all billing information to its Customers who purchase Resale Services from Requesting Carrier.

X.16.4 Ameritech shall bill Requesting Carrier for Resale Services provided by Ameritech to Requesting Carrier pursuant to the provisions of **Article XXVII**. Ameritech shall recognize Requesting Carrier as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to Requesting Carrier. The bill will include sufficient data to enable Requesting Carrier to (i) bill all charges to its Customers that are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

## **X.17 Use of Service.**

X.17.1 Requesting Carrier, and not Ameritech, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. Ameritech may refuse to furnish or may disconnect Resale Services of Requesting Carrier or, as appropriate, to Requesting Carrier's Customer, when:

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

The provisions described in this **Section 10.17.1** shall apply only to the specific affected Resale Services.

X.17.2 Termination of Resale Service shall take place after reasonable notice is provided to Requesting Carrier or as ordered by a court.

X.17.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulations thereunder, Requesting Carrier or Requesting Carrier's Customers shall not utilize Resale Services for the purpose of soliciting by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

X.17.4 The Resale Services shall not be used in any manner that interferes with any other person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Services, 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.

X.17.5 If Requesting Carrier's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or Ameritech or Requesting Carrier's Customers, Requesting Carrier shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

X.17.6 The determination as to whether any local exchange Telecommunications Service provided by Requesting Carrier to its Customer through Resale Services should be classified as a business service or residential service shall be based on the character of the use to be made of such service by Requesting Carrier's Customer.

## **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 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)**

**XII.1 Physical Collocation.** Ameritech shall provide to Requesting Carrier Physical Collocation on its Premises for equipment necessary for Interconnection (pursuant to **Article III**) or for access to unbundled Network Elements (pursuant to **Article IX**), except that 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.

**XII.2 Virtual Collocation in Physical Collocation Space.** Where Requesting Carrier is Virtually Collocated on the Effective Date in a space that was initially prepared for Physical Collocation, Requesting Carrier may elect to (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to current procedures and applicable tariffs or (ii) revert to Physical Collocation, in which case Requesting Carrier shall coordinate with Ameritech for rearrangement of its transmission equipment and facilities, for which Ameritech shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

**XII.3 Virtual Collocation in Virtual Collocation Space.** Where Requesting Carrier is Virtually Collocated in a space that was initially prepared for Virtual Collocation, Requesting Carrier may elect to (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to current procedures and the terms and conditions of this Agreement or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such Premises, in which case Requesting Carrier shall coordinate the construction and rearrangement with Ameritech of its transmission equipment and facilities for which Requesting Carrier shall pay Ameritech at the rates set forth at Item VII of the Pricing Schedule. In addition, all applicable Physical Collocation recurring charges shall apply.

**XII.4 Nondiscriminatory Collocation.** Collocation shall be made available to Requesting Carrier by Ameritech on a basis that is at parity 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 at parity to that which Ameritech provides in its network to itself, its subsidiaries, its Affiliates or other persons.

**XII.5 Eligible Equipment.** Requesting Carrier may Collocate equipment necessary for Interconnection, or access to Ameritech's Network Elements, including the following types of equipment:

- (a) OLTM equipment;
- (b) multiplexors;
- (c) Digital Cross-Connect Panels;
- (d) Optical Cross-Connect Panels;
- (e) Digital Loop Carrier (utilizing transmission capabilities only);
- (f) Data voice equipment;

- (g) Equipment for signal regeneration (“**hubbing equipment**”); and
- (h) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402.

Requesting Carrier shall not Collocate switching equipment, equipment utilizing switching functionalities, or equipment used to provide enhanced services.

**XII.6 Transmission Facility Options.** For both Physical Collocation and Virtual Collocation, Requesting Carrier may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from Ameritech or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at Ameritech's Premises.

**XII.7 Interconnection with other Collocated Carriers.** Upon written request to Ameritech, Requesting Carrier shall be permitted 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 via a Cross-Connection or other connecting transmission facilities (“**Co-Carrier Cross Connect**”) so long as (i) Requesting Carrier and the other collocating Telecommunications Carrier's collocated equipment are to be used for Interconnection with Ameritech or for access to Ameritech's Network Elements, (ii) Requesting Carrier provides the connection between the equipment in the Collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with Ameritech's technical and engineering requirements and (iii) the connecting transmission facilities of Requesting Carrier and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within Ameritech's Premises. In the event that such Co-Carrier Cross Connection is used to connect with the Virtual Collocation equipment of Requesting Carrier or another Telecommunications Carrier, Ameritech shall provide the Cross Connect at the rates set forth at Item VII of the Pricing Schedule. If Requesting Carrier Interconnects its network with another collocating Telecommunications Carrier pursuant to this **Section 12.7**, Requesting Carrier shall, in addition to its indemnity obligations set forth in **Article XXV**, 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.

### **XII.8 Interconnection Points and Cables.**

Ameritech shall:

XII.8.1 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;

XII.8.2 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;

XII.8.3 permit Requesting Carrier Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission; and

XII.8.4 permit Requesting Carrier Physical Collocation of microwave transmission facilities, except where such Collocation is not practical for technical reasons or because of space limitations, in which case Ameritech shall provide Virtual Collocation of such facilities as required where technically feasible.

## **XII.9 Allocation of Collocation Space.**

XII.9.1 Requesting Carrier may reserve Collocation space for its future use in Ameritech's 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.

XII.9.2 Ameritech shall not be required to lease or construct additional space in a Premises to provide Requesting Carrier Physical Collocation when existing space in such Premises has been exhausted.

XII.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.

**XII.10 Security Arrangements.** Requesting Carrier shall adopt, at the request of Ameritech and at Requesting Carrier's sole cost and expense, reasonable security arrangements as designated by Ameritech to separate Requesting Carrier's Collocation space from Ameritech's facilities, including the construction of a collocation cage.

**XII.11 Subcontractor and Vendor Approval.** Ameritech shall permit Requesting Carrier to subcontract the construction and build-out of Physical Collocation arrangements. If Requesting Carrier is working on equipment and/or facilities within its Physical Collocation cage, Requesting Carrier may select a vendor/subcontractor of its choice to perform such work. However, if any type of work is to be performed outside of Requesting Carrier's Physical Collocation cage, such work

must be completed by an Ameritech-approved vendor and is subject to Ameritech's inspection upon completion of such work.

## **XII.12 Delivery of Collocated Space.**

XII.12.1 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 a Collocation Interconnection order form to Ameritech. Each order for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities Requesting Carrier will require for such space, (iv) the equipment to be housed in such space, (v) Requesting Carrier's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate Requesting Carrier's collocated equipment, (vii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (viii) the date on which Requesting Carrier intends to initiate service from such space. Ameritech shall notify Requesting Carrier in writing within ten (10) Business Days of receiving Requesting Carrier's request for Collocation as to whether the requested space is available. If space is not available for Physical Collocation, Ameritech shall specify in its notice to Requesting Carrier when space for Physical Collocation will be made available to Requesting Carrier and shall offer to Requesting Carrier Virtual Collocation Space 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 payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of Requesting Carrier's request for Virtual Collocation pursuant to **Section 12.12.1**, then Ameritech shall provide written notification, within ten (10) Business Days after the initial walkthrough, as to when the intraoffice facilities will be made available.

### XII.12.2 Physical Collocation.

- (a) If space for Physical Collocation is immediately available at the time of Requesting Carrier's request, Ameritech shall include in its notice to Requesting Carrier (i) the space to be provided and (ii) whether Ameritech can deliver the space to Requesting Carrier by the date set forth in **Section 12.12.2(c)**.
- (b) If Requesting Carrier's requested Physical Collocation space is available, Ameritech and Requesting Carrier shall have an initial walkthrough of such space within ten (10) Business Days after Ameritech's receipt of Requesting Carrier's Initial COBO Payment. Ameritech shall, within ten (10) Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of Requesting Carrier that will be billed as extraordinary expenses.
- (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 request for Collocation, (ii) ninety (90) days from the receipt of Requesting Carrier's Initial COBO Payment (as provided on **Schedule 12.12**) 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) If Ameritech does not provide Requesting Carrier with its Collocated space by the Delivery Date and such delay is caused directly by Ameritech's actions or its failure to act (and not by a Requesting Carrier Delaying Event), Requesting Carrier shall receive a credit of 1/120th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.
- (f) Ameritech may begin billing Requesting Carrier for recurring charges for the Collocated space on the date such space is made available to Requesting Carrier for occupancy (the “**Occupancy Date**”). Requesting Carrier shall vacate the Collocated space if either (i) Requesting Carrier fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection and/or access to unbundled Network Elements to be housed in such space or (ii) Requesting Carrier 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(f)**, Requesting Carrier 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**.
- (g) Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0** of **Schedule 12.12**, and Requesting Carrier shall pay all costs to provide such Collocation.
- (h) Ameritech shall provide positive confirmation to Requesting Carrier when construction of Requesting Carrier Collocation space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.



- (i) At Requesting Carrier's request Ameritech shall provide, within three (3) months after receiving Requesting Carrier's Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where Ameritech cannot feasibly provide Requesting Carrier with equipment node enclosures within such three (3) month period, Ameritech shall notify Requesting Carrier of this fact within ten (10) Business Days from the later of (i) the walkthrough and (ii) the receipt of Requesting Carrier's request. The Parties shall then negotiate a reasonable time frame.
- (j) After completion of construction, Requesting Carrier and Ameritech will complete an acceptance walkthrough of all Collocated space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. 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.

#### XII.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 request, Ameritech shall include in its notice to Requesting Carrier described in **Section 12.12.1** (i) the space to be provided and (ii) whether Ameritech can deliver the space to Requesting Carrier by the date set forth in **Section 12.12.3(c)**.
- (b) Ameritech and Requesting Carrier will have an initial walkthrough of the Collocated space to be provided to Requesting Carrier for Virtual Collocation on the earlier of (i) ten (10) Business Days after Ameritech's verification of the Virtual Collocation space to be provided to Requesting Carrier and (ii) fourteen (14) days after Ameritech's receipt of Requesting Carrier's request for Virtual Collocation. Ameritech shall within ten (10) Business Days after such walkthrough 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.
- (c) 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 request 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 walkthrough.

- (d) 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**.
- (e) After completion of construction, Requesting Carrier and Ameritech will complete an acceptance walkthrough of all Collocation space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation shall be at Ameritech's expense, subject to any change orders requested by Requesting Carrier.
- (f) Ameritech shall install Cross-Connects when cross-connecting for through connect purposes as directed by Requesting Carrier at the rates provided at Item VII of the Pricing Schedule.

**XII.13 Pricing.** The prices charged to Requesting Carrier for Collocation are set forth at Item VII of the Pricing Schedule.

**XII.14 Billing.** Ameritech shall bill Requesting Carrier for Collocation pursuant to the requirements of **Article XXVII** to this Agreement.

**XII.15 Common Requirements.** The requirements set forth on **Schedule 12.15** shall be applicable to both Physical and Virtual Collocation.

**XII.16 Additional Requirements.** The additional requirements set forth on **Schedule 12.16** shall be applicable to Physical Collocation.

**XII.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:

XII.17.1 Ameritech and 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.

XII.17.2 Requesting Carrier shall comply at all times with security and safety procedures and existing requirements that are defined by Ameritech and communicated to Requesting Carrier.

XII.17.3 Ameritech shall allow Requesting Carrier periodically to inspect or observe spaces which house or contain Requesting Carrier equipment or equipment enclosures and furnish Requesting Carrier with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into any secured Requesting Carrier space, subject to **Section 12.17.2** and **Article XX** and, in the case of Virtual Collocation, payment by Requesting Carrier of the cost of Ameritech escorts.

XII.17.4 For Physical Collocation, Ameritech shall furnish to Requesting Carrier a current written list of Ameritech's employees who Ameritech authorizes to enter Requesting Carrier's Physical Collocation space.

XII.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.

XII.17.6 For Physical Collocation, 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.

XII.17.7 Ameritech shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Central Office.

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

**XIII.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.

**XIII.2 Interim Number Portability ("INP").** The Parties agree to provide INP on a reciprocal basis between their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding ("**RCF**"),

Direct Inward Dialing (“**DID**”) or through NXX Migration; provided, in each case that the Customer whose telephone number is subject to INP remains within the same serving Wire Center. To the extent technically feasible, Interim Number Portability will be provided by each Party with minimum impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services.

### **XIII.3 Remote Call Forwarding (“RCF”).**

XIII.3.1 Subject to **Section 13.2**, if a Telephone Exchange Service Customer of Party A elects to become a Telephone Exchange Service Customer of Party B, such Customer may elect to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it shall now receive from Party B. Provided that Party B has complied with the requirements of **Section 10.11.1** and has issued an associated service order to Party A to assign the number to Party B, Party A shall implement an arrangement whereby all calls to the original telephone number(s) shall be forwarded on a multiple-path basis to a new telephone number(s) designated by Party B. Party A shall route the forwarded traffic to Party B over the appropriate trunks as if the call were a call which had originated on Party A's network.

XIII.3.2 Party B shall become the Customer of Record for the original Party A's telephone number(s), subject to the RCF or DID arrangements. Party A shall use its reasonable efforts to provide Party B with a consolidated billing statement for all collect and billed-to-3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in a mutually agreed format. Party A shall provide to Party B the EMR containing detailed records associated with the calls reflected on the billing statement, as generated by the Ameritech Electronic Billing System (“**AEBS**”).

XIII.3.3 Party A may cancel line-based calling cards and shall, as directed by Party B, update its LIDB listings for retained numbers subject to RCF or DID. Ameritech will include billing number information associated with numbers used for INP arrangements in its LIDB and will store and administer such data in the same manner as Ameritech's data for its Customers. Ameritech shall provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed numbers screening without charge.

XIII.3.4 If a Customer elects to move its Telephone Exchange Service back to Party A during the continuance of the RCF or DID arrangement, Party B shall notify Party A of the Customer's termination of service with Party B and the Customer's instructions regarding its telephone number(s) within two (2) Business Days of receiving notification from the Customer. Subject to procedures generally performed by Party A for potential new Customers (e.g., credit checks, receipts of deposit), Party A shall reinstate service to the Customer, cancel the RCF or DID arrangement, or redirect the RCF or DID arrangement pursuant to the Customer's instructions at that time.

XIII.3.5 For ported numbers using RCF, Requesting Carrier shall provide in the 9-1-1 information Requesting Carrier provides to Ameritech under this Agreement both the ported

number and Requesting Carrier's RCF number if Requesting Carrier has provided such RCF number to Ameritech. Ameritech shall include such information, if provided by Requesting Carrier, in the PSAP database to the extent that the database is capable of storing both numbers.

**XIII.4 Direct Inward Dialing.** DID service provides trunk-side access to End Office Switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. In addition, direct facilities are required from the End Office where a ported number resides to the End Office serving the ported Customer. Transport mileage will be calculated as the airline distance between the End Office where the number is ported and the Interconnection Wire Center using the V&H coordinate method. INP-DID must be established with a minimum configuration of two (2) channels and one (1) unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one (1) Wire Center or from separate trunk groups within the same Wire Center, such service provided from each Wire Center or each trunk group within the same Wire Center shall be considered a separate service.

**XIII.5 NXX Migration.** Where a Party has activated an entire 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. In the interim period, prior to the effective date of LERG reassignment, the existing method of INP will be used.

#### **XIII.6 Other Interim Number Portability Provisions.**

XIII.6.1 Each Party shall disclose to the other Party, upon request, any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize Customer out-of-service time.

XIII.6.2 The Parties shall cooperate in conducting testing to ensure interconnectivity between systems and shall, at mutually agreeable times, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

XIII.6.3 Neither Party shall be required to provide Number Portability for nongeographic services (e.g., 500 and 900 NPAs, 976 NXX number services, coin telephone numbers and mass calling NXXs) under this Agreement.

XIII.6.4 Ameritech and Requesting Carrier will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at parity with that provided by Ameritech to its Customers.

**XIII.7 Compensation on Traffic to INP'ed Numbers.** The Parties agree that, under INP, transport and terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this **Section 13.7**, whereby transport and terminating compensation on calls subject to INP will be passed from the Party (the **"Performing Party"**) which performs the INP to the other Party (the **"Receiving Party"**) for whose Customer the INP is provided.

XIII.7.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in **Section 13.7.3** in lieu of any other compensation charges for terminating such traffic.

XIII.7.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective year, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number), would have been subject to (i) Reciprocal Compensation (**"Recip Traffic"**), (ii) intrastate FGD charges (**"Intra Traffic"**), or (iii) interstate FGD charges (**"Inter Traffic"**). On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six (6)-month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6)-month period, based on actual INP traffic percentages from the preceding six (6)-month period. The Parties may agree to adopt a different methodology to calculate INP traffic percentages, including identifying components different from or in addition to those set forth in this **Section 13.7.2**.

XIII.7.3 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth at Item II of the Pricing Schedule) plus (Intra Traffic percentage times the Receiving Party's effective intrastate FGD rates) plus (Inter Traffic percentage times the Receiving Party's effective interstate FGD rates).

Interstate and intrastate FGD rates shall be calculated utilizing the effective interstate and intrastate carrier common line (CCL) rates, residual interconnection charge (RIC) rate elements,

local switching (LS) rate elements, one-half the local transport termination (LTT) rate elements, and one-half the local transport facility (LTF) rate elements (assuming a five (5)-mile LTF).

**XIII.8 Pricing For Interim Number Portability.** Each Party shall comply with the methodology (including record keeping) established by the FCC or the Commission with respect to such Party's recovery in a competitively neutral manner of its costs to provide Interim Number Portability. To the extent permitted by the FCC or the Commission, such costs shall include a Party's costs to deliver calls between the other Party's Customers via Number Portability. Recovery of Interim Number Portability costs will be in a competitively neutral manner, as determined by the Commission. Until such time as the Commission establishes such methodology, the Parties shall track and quantify their costs to provide INP to the other Party.

**XIII.9 Permanent Number Portability.** The Parties shall migrate existing methods of providing INP to permanent Number Portability as soon as practically possible but no later than the date provided for by the FCC. Once permanent Number Portability is available in a given area, neither Party shall be required to provide INP in that area. The Parties shall provide permanent Number Portability on a reciprocal basis to each other in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

#### **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 -- SECTION 251(b)(3)**

**XV.1 Directory Listings For Requesting Carrier Resale Customers.** Ameritech shall cause the Publisher to include Primary Listings of Requesting Carrier's Customers served through Resale Services ("**Requesting Carrier Directory Customers**") in Publisher's White Pages Directories under the following terms and conditions:

XV.1.1 Publisher will publish the Primary Listing of Requesting Carrier Directory Customers located within the geographic scope of Publisher's directories and Publisher shall charge Requesting Carrier for such listing the same charge, if any, that Publisher charges Ameritech to publish Ameritech's retail Customers' listings.

XV.1.2 Listings of such Requesting Carrier Directory Customers will be interfiled with listings of customers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

XV.1.3 Publisher shall provide Requesting Carrier with a copy of the Primary Listings prior to publication. Both Parties shall use their best efforts to ensure the accurate listing of such information.

XV.1.4 Ameritech or its Publisher must receive all Primary Listings of Requesting Carrier Directory Customers prior to the service order close date for the directory in which those listings are to appear. Ameritech or its Publisher will provide Requesting Carrier with appropriate service order close dates within thirty (30) days of this information becoming available.

XV.1.5 Publisher may include in other directories published by Publisher or its Affiliate, at no charge, Primary Listings of Requesting Carrier Directory Customers that are provided to Ameritech or its Publisher.

XV.1.6 Nothing in this Agreement shall restrict Ameritech's Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories. Publisher will provide information on such alterations to Requesting Carrier at the same time such information is provided to Ameritech.

**XV.2 Listing and Listing Updates.** Requesting Carrier will provide Requesting Carrier Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

XV.2.1 Requesting Carrier shall provide its Requesting Carrier Directory Customer Listings to Ameritech or its Publisher in a form and format acceptable to Publisher. Requesting Carrier acknowledges that Ameritech or its Publisher may impose a charge for changes to Requesting Carrier Directory Customer Listings previously provided by Requesting Carrier to Ameritech or its Publisher.

XV.2.2 Within one (1) Business Day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of a Requesting Carrier Directory Customer, Requesting Carrier shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Publisher. Listing Updates on Requesting Carrier Directory Customers are to be provided to Ameritech.

XV.2.3 Requesting Carrier will cooperate with Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of Requesting Carrier's Listing Updates to Publisher, which process shall be available for joint testing within six (6) months of the Service Start Date.



XV.2.4 Publisher or Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of Requesting Carrier; provided, however, that Publisher or Ameritech will not:

- (a) disclose nonlisted name and address information to any third person, except as may be necessary to undertake delivery of directories, or to perform other services contemplated under this Agreement;
- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) sell or license such Customer listing information sorted by carrier; or
- (d) disclose listing information for individual cases where Requesting Carrier has notified Ameritech not to include listing for third party publication.

XV.2.5 Publisher shall provide initial and secondary delivery of appropriate White Page Directories to Requesting Carrier Directory Customers on the same basis as Publisher delivers White Pages Directories to Ameritech's retail Customers.

XV.3 Publisher may enter into a separate directory services agreement that provides for directory listings and delivery of directories to facilities-based Customers of Requesting Carrier.

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

### **XVI.1 Structure Availability.**

XVI.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.

XVI.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.

**XVI.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.

**XVI.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.

XVI.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.

XVI.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.

**XVI.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.

**XVI.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.

**XVI.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.

**XVI.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.

**XVI.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.

**XVI.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.

**XVI.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.

**XVI.9 Maintenance Ducts.** One duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. Maintenance ducts shall be made available to Requesting Carrier for maintenance purposes if it has a corresponding Attachment.

**XVI.10 Applicability.** The provisions of this Agreement shall apply to all Ameritech Structure now occupied by Requesting Carrier.

**XVI.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.

**XVI.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.

**XVI.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. Upon request, Ameritech will meet with Requesting Carrier to clarify matters relating to maps, records or additional information. 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.

**XVI.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. To the extent that Requesting Carrier places an Attachment on Ameritech's Structure without a valid permit, Requesting Carrier shall notify Ameritech immediately of the existence of such Attachment and pay to Ameritech within ten (10) Business Days after the completion of such Attachment an unauthorized Attachment fee equal to five (5) times the annual attachment fee for such unauthorized Attachment.

**XVI.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.

**XVI.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 XXVI, the Party damaging the Attachments of the other shall be responsible to the other therefor.

**XVI.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.

**XVI.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.

**XVI.19 Interconnection.**

XVI.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.

XVI.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.

XVI.19.3 Requesting Carrier shall be responsible for the costs to accommodate any interconnection pursuant to this Section 16.19.

**XVI.20 Cost Imputation.** Ameritech will impute costs consistent with the rules under Section 224(g) of the Act.

**XVI.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.

**XVI.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.

**XVI.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 reciprocally, free of charge to both the other Party and the Customer, for a period of four (4) months after the date the Customer changes its telephone number in the case of business Customers and sixty (60) days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for a period different (either shorter or longer) than the above respective periods 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**

**XVIII.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<sup>4</sup>, 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.

**XVIII.2 Interconnection Maintenance and Administration Plan.** Within ninety (90) days after the Effective Date<sup>5</sup>, 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**;

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<sup>4</sup> Since this Agreement is the result of Requesting Carrier's adoption of the Digital Teleport Agreement (as defined in footnote 9 on Signature page) the term "Effective Date" for purposes of **Section 18.1** shall mean April 1, 2000.

<sup>5</sup> Since this Agreement is the result of Requesting Carrier's adoption of the Digital Teleport Agreement (as defined in footnote 9 on Signature page) the term "Effective Date" for purposes of **Section 18.2** shall mean April 1, 2000."



- (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; and
- (d) such other matters as the Parties may agree.

**XVIII.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:

- (1) A Plan as provided in **Section 18.2**;
- (2) Access to all necessary OSS functions, including interfaces and gateways;
- (3) Escalation procedures for provisioning and maintenance;
- (4) Single points of contact for provisioning and maintenance;
- (5) Service ordering and provisioning procedures, including provision of the trunks and facilities;
- (6) Provisioning and maintenance support;
- (7) Procedures and processes for Directories and Directory Listings;
- (8) Service referral procedures;
- (9) Training and the charges associated therewith;
- (10) Billing;
- (11) Network planning components, including system architecture, planning SONET equipment configuration, fiber hand-off, test and acceptance of SONET ring, trunking, signaling, and augment process; and

- (12) Guidelines for administering access to Rights-of-way, poles and conduits of Ameritech.

**XVIII.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.

**XVIII.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 Implementation Team shall discuss the performance of the Parties 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 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 through their representative on the Implementation Team or such other appropriate representatives 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.

**XVIII.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

**XIX.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.

**XIX.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.

**XIX.3 Necessary Approvals.** Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

**XIX.4 Environmental Hazards.** Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. “**Hazardous Substances**” includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

### **XIX.5 Forecasting Requirements.**

XIX.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.

XIX.5.2 Thirty (30) days after the Effective Date<sup>6</sup> 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 volume requirements for the Interconnection, unbundled Network Elements and Resale Services (notwithstanding that Requesting Carrier may also be

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<sup>6</sup> Since this Agreement is the result of Requesting Carrier's adoption of the Digital Teleport Agreement (as defined in footnote 9 on Signature page) the term "Effective Date" for purposes of Section 19.5.2 shall mean April \_\_, 2000."

submitting binding forecasts pursuant to **Section 10.13.2(b)** to be provided under this Agreement, 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**.

XIX.5.3 In addition to, and not in lieu of, the nonbinding forecasts required by **Section 19.5.2**, a Party that is required pursuant to this Agreement to provide a forecast (the “**Forecast Provider**”) or a Party that is entitled pursuant to this Agreement to receive a forecast (the “**Forecast Recipient**”) with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request that the other Party enter into negotiations to 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**.

**XIX.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.

### **XIX.7 Traffic Management and Network Harm.**

XIX.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.

**XIX.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.

**XIX.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.

**XIX.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.

**XIX.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).

**XIX.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.

**XIX.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.

**XIX.11 Responsibility to Customers.** Each Party is solely responsible to its Customers for the services it provides to such Customers.

**XIX.12 Unnecessary Facilities.** No Party shall construct facilities which require another Party to build unnecessary trunks, facilities or services.

**XIX.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.

**XIX.14 NXX Code Administration.** Each Party is responsible for administering NXX codes assigned to it.

**XIX.15 LERG Listings.** Each Party is responsible for obtaining Local Exchange Routing Guide (“**LERG**”) listings of CLLI codes assigned to its switches.

**XIX.16 LERG Use.** Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

**XIX.17 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.

**XIX.18 Transport Facilities.** Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

## **ARTICLE XX PROPRIETARY INFORMATION**

### **XX.1 Definition of Proprietary Information.**

XX.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”**).

XX.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.

XX.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.”**

## **XX.2 Disclosure and Use.**

XX.2.1 Each Receiving Party agrees that from and after the Effective Date<sup>7</sup>:

- (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

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<sup>7</sup>

Since this Agreement is the result of Requesting Carrier's adoption of the Digital Teleport Agreement (as defined in footnote 9 on Signature page) the term "Effective Date" for purposes of **Section 20.2.1** shall mean April \_\_, 2000."

- (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.

XX.2.2A 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.

XX.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.

XX.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**.

### **XX.3 Government Disclosure.**

XX.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.

XX.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.

XX.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.

### **XX.4 Ownership.**

XX.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.

XX.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.

XX.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

**XXI.1 Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until May 13, 2001 (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.

**XXI.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 the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within 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 applicable expiration date, the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions or the Commission does not issue its order, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date.

**XXI.3 Default.** When a Party believes that the other Party is in violation of a material term or condition of this Agreement ("**Defaulting Party**"), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in **Section 28.3** and it shall be resolved in accordance with the procedures established in **Section 28.3**.

**XXI.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 CANCELLATION CHARGES**

Except as provided in Sections 2.1, 9.1.3 and 19.5.3, pursuant to a Bona Fide Request or as otherwise provided in any applicable tariff or contract referenced herein, cancellation charges shall not be imposed upon, or payable by, either Party.

## **ARTICLE XXIV 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 XXV INDEMNIFICATION**

**XXV.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;
- (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; and
- (e) any Loss arising from such Indemnifying Party's failure to comply with Applicable Law other than the Act, Commission orders or rules.

**XXV.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.

**XXV.3 Indemnification Procedures.** Whenever a Claim shall arise for indemnification under this **Article XXV**, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as 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 XXVI LIMITATION OF LIABILITY**

**XXVI.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.

**XXVI.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.

**XXVI.3 Limitation of Damages.** Except for indemnity obligations under Article XXV, 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.

**XXVI.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 26.5). 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 26.4.

**XXVI.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 25.1 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.

**XXVI.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.

## ARTICLE XXVII BILLING

**XXVII.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 XXVII and the Implementation Plan.

**XXVII.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.

**XXVII.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<sup>8</sup>, 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.

**XXVII.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 27.6. Any late payment charges assessed on Disputed Amounts shall be paid or credited, as the case may be, as provided in Section 28.2.2. In no event, however, shall interest be assessed on any previously assessed late payment charges.

### **XXVII.5 Adjustments.**

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<sup>8</sup> Since this Agreement is the result of Requesting Carrier's adoption of the Digital Teleport Agreement (as defined in footnote 9 on Signature page) the term "Effective Date" for purposes of Section 27.3 shall mean April \_\_, 2000."

XXVII.5.1A 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.

XXVII.5.2A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party (“**Underbilled Charges**”); provided, however, that, except as provided in **Article XXVIII**, the Billing Party shall not bill for Underbilled Charges which were incurred more than 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.

**XXVII.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 XXVIII**  
**AUDIT RIGHTS, DISPUTED AMOUNTS**  
**AND DISPUTE RESOLUTION**

**XXVIII.1 Audit Rights.**

XXVIII.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.

XXVIII.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.

XXVIII.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.

XXVIII.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.

XXVIII.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 28.1.1**. Any additional audit shall be at the requesting Party's expense.

## **XXVIII.2 Disputed Amounts.**

XXVIII.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 28.1**, 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.

XXVIII.2.2 Such Disputed Amounts shall be subject to late payment charges as set forth in **Section 27.4**. If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable late payment charges assessed no later than the second Bill Due Date after the resolution of the Dispute. Accordingly, if a Non-Paying Party disputes charges and the dispute regarding the Disputed Amounts is resolved in favor of the Billing Party, the Non-Paying Party shall pay the Billing Party the amount of the Disputed Amounts and any associated late payment charges assessed no later than the second Bill Due Date after the

resolution of the dispute regarding the Disputed Amounts. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

XXVIII.2.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the 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.

XXVIII.2.4 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to **Section 28.2.3**, 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.

XXVIII.2.5 The Parties agree that all negotiations pursuant to this **Section 28.2** 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.

**XXVIII.3 Dispute Escalation and Resolution.** Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a “**Dispute**”) arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 28.3**. 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.

**XXVIII.4 Equitable Relief.** Notwithstanding the foregoing, this **Article XXVIII** shall not be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this **Article XXVIII**.

## **ARTICLE XXIX REGULATORY APPROVAL**

**XXIX.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. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 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.

**XXIX.2 Tariffs.** If either Party is required by any governmental authority to file a tariff or make another similar filing to implement any provision of this Agreement (other than a tariff filed by a Party that generally relates to one or more services provided under this Agreement but not specifically to Requesting Carrier or Ameritech) (an “**Ameritech/Requesting Carrier Interconnect Tariff**”), such Party shall (i) consult with the other Party reasonably in advance of such filing about the form and substance of such Ameritech/Requesting Carrier Interconnect Tariff, (ii) provide to such other Party its proposed Ameritech/Requesting Carrier Interconnect Tariff and obtain such other Party's agreement on the form and substance of such Ameritech/Requesting Carrier Interconnect Tariff prior to such filing, and (iii) take all steps reasonably necessary to ensure that such Ameritech/Requesting Carrier Interconnect Tariff or other filing imposes obligations upon such Party that are as close as possible to those provided in this Agreement and preserves for such other Party the full benefit of the rights otherwise provided in this Agreement. If, subsequent to the effective date of any such Ameritech/Requesting Carrier Interconnect Tariff, a Party is no longer required to file tariffs with the Commission or the FCC, either generally or for specific services, the Parties agree to modify this Agreement to reflect herein the relevant and consistent terms and conditions of such Ameritech/Requesting Carrier Interconnect Tariffs as of the date on which the requirement to file such Ameritech/Requesting Carrier Interconnect Tariffs was lifted. Nothing in this **Section 29.2** shall be construed to grant a Party any right to review any tariff filing of the other Party other than the Ameritech/Requesting Carrier Interconnection Tariff, other than as provided under Applicable Law.

**29.3 Amendment or Other Changes to the Act; Reservation of Rights.** The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based 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 or arbitration award purporting to apply the provisions of the Act (individually and collectively, an “**Amendment to the Act**”), either Party may by providing written notice to the other Party require that 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 as 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.

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

**29.5 Interim Rates.** If the rates, charges and prices set forth in this Agreement are “**interim rates**” established by the Commission or the FCC, the Parties agree to 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 XXX MISCELLANEOUS**

### **XXX.1 Authorization.**

XXX.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.

XXX.1.2 Requesting Carrier is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Requesting Carrier represents and warrants to Ameritech that it has been certified as an LEC by the Commission and is authorized to provide in the State of Ohio the services contemplated hereunder.

**XXX.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.

**XXX.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.

**XXX.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.

**XXX.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.

**XXX.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.

**XXX.7 Taxes.**

XXX.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.

XXX.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.

**XXX.8 Non-Assignment.** Requesting Carrier 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 Ameritech; provided that Requesting Carrier may assign or transfer this Agreement to an Affiliate in accordance with **Section 30.2** by providing prior written notice to Ameritech of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio.

**XXX.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.

**XXX.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 30.10**, to the following addresses of the Parties:

To Requesting Carrier:

Choice One Communications of Ohio, Inc.  
100 Chestnut Street  
Suite 700  
Rochester, New York 14064  
Attn.: Kim Scovill, Vice President - Legal and Regulatory Affairs  
Facsimile: (716) 530-2733

To Ameritech:

SBC Contract Administration  
311 South Akard, 9th Floor  
Four Bell Plaza  
Dallas, Texas 75202-5398  
Attn: Notices Manager  
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.

**XXX.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.



**XXX.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.

**XXX.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.

**XXX.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.

**XXX.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, XXIII, XXV, and XXVI, Sections 3.9.4, 6.5, 10.11.3, 16.15, 16.17, 19.5.3, 28.2, 28.3, 30.7, 30.11, and 30.14.

**XXX.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. This Agreement does not obligate either Party to provide arrangements not specifically provided herein. 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.

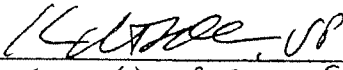
**XXX.17 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.


**XXX.18 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. 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<sup>9</sup>.

CHOICE ONE COMMUNICATIONS OF OHIO

AMERITECH OHIO BY SBC TELECOMMUNICATIONS, INC., ITS AUTHORIZED AGENT

By:   
Printed: Kim Robert Scoville  
Title: U.C.R. President

By:   
Printed: Larry B. Cooper  
Title: President-Industry Markets

<sup>2/</sup> This Agreement is the result of Requesting Carrier's adoption of the terms and conditions of that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated May 13, 1998 by and between Ameritech Ohio and DIGITAL TELEPORT. This Agreement does not represent a voluntary or negotiated agreement under Section 252 of the Act but instead merely represents Ameritech's compliance with what Requesting Carrier maintains is its rights under Section 252(i) of the Act. Filing and performance by Ameritech of this Agreement does not in any way constitute a waiver by Ameritech of its position of the illegality or unreasonableness of any rates, terms, or conditions set forth in this Agreement, nor does it constitute a waiver by Ameritech of any rights and remedies it may have to seek review of this Agreement or the DIGITAL TELEPORT Agreement, or seek review in any way of any provisions included in this Agreement as a result of Requesting Carrier's election under Section 252(i) of the Act. The Parties acknowledge that in no event shall any of the rates, terms, and conditions set forth in this Agreement apply to any products or services purchased by Requesting Carrier prior to the later of (i) the date the Commission approves this Agreement under Section 252(e)(4) of Act, and (ii) absent such Commission approval, the date this Agreement is deemed approved under Section 252(e) of the Act.

Neither Ameritech nor Requesting Carrier's execution of this Agreement and compliance with the terms and conditions of this Agreement shall be construed as or is intended to be a concession or admission by either Party that any provision in this Agreement or the DIGITAL TELEPORT Agreement complies with the rights and duties imposed by the Act, a decision by the FCC or the Commission, a decision of the courts, or other Applicable Law, and both Ameritech and Requesting Carrier specifically reserves their respective full rights to assert and pursue claims arising from or related to this Agreement. Ameritech further contends that certain provision of this Agreement, including, without limitation, Sections 9.1.2 and 9.2 are inconsistent with Ameritech's rights under the Act as interpreted by the United States Supreme Court in AT&T Corp v. Iowa Utilities Board, 119 S. Ct. 721 (1999). Ameritech reserves its rights, notwithstanding anything to the contrary in this Agreement, to exercise its rights as described in Footnote 3 of this Agreement, Section 29.3, of the Agreement, and/or to seek appropriate legal and/or equitable relief.

## SCHEDULE 1.2

### DEFINITIONS

“**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, directs 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 Chicago, Illinois.

**“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 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).

**“Collocation”** is As Described in the Act.

**“Commercial Mobile Radio Service”** or **“CMRS”** is As Defined in the Act.

**“Commission”** or **“PUCO”** means the Public Utilities Commission of Ohio.

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

**“Consequential Damages”** is as defined in Section 26.5.

**“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 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 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 **“DS0”** means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

**“Digital Signal Level 1”** or **“DS1”** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

**“Digital Signal Level 3”** or **“DS3”** means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

**“Disclosing Party”** is as defined in **Section 20.1.1.**

**“Dispute”** is as defined in **Section 28.3.**

**“Disputed Amounts”** is as defined in **Section 28.2.1.**

**“Documentation of Authorization”** is as defined in **Schedule 10.11.1.**

**“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.



**“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 30.5.

**“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 Quaternary (**“2B1Q”**), Carrierless AM/PM, Discrete Multitone (**“DMT”**), or 3 Binary / 1 Octel (**“3B1O”**).

**“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.

**“ISP”** is as defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.

**“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”** or **“Loop”** means the transmission path which extends from Network Interface Device or demarcation point at a Customer's premises to the Main Distribution

Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Loops are defined by the electrical interface rather than the type of facility used.

**“Local Number Portability”** or **“LNP”** means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

**“Local Traffic”** means local service area calls as defined by the Commission.

**“Logical Trunk Groups”** are trunks established consistent with Articles IV and V that originate at one Party's Wire Center 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 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”** shall mean an order for the same location and the same customer account and which is submitted by Requesting Carrier to Ameritech using a means other than the Provisioning EI.

**“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.

**“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.

**“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 PUCO No. 20, 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.

**“Signaling End Point”** or **“SEP”** means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

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

**“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)**.

**“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 a building or space within a building which serves as an aggregation point on a network for a defined geographic area, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of Telephone Exchange Service and Exchange Access service, are located.

**SCHEDULE 2.1  
IMPLEMENTATION SCHEDULE  
Ohio**

<b>LATA</b>	<b>Ameritech Interconnection Wire Center (AIWC)</b>	<b>Requesting Carrier Interconnection Wire Center (DIWC)</b>	<b>Interconnection Activation Date</b>
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1. Interconnection

The interconnection activation points and interconnection activation date shall be mutually determined by the Implementation Team in accordance with **Section 3.4.4** and **Schedule 12**. Ameritech'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 Interconnection Agreement.



## 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 and shall include a technical description of each requested Interconnection, Network Element and/or customized feature, capability or functionality.

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

4. Within thirty (30) days of its receipt of a Bona Fide Request, Ameritech shall provide to Requesting Carrier a 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 firm price quote and availability date for such development (“**Bona Fide Request Quote**”). For Bona Fide Requests that involve individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements for Ameritech retail customers, Ameritech shall provide a Bona Fide Request Quote within such thirty (30)-day period. For all other Bona Fide Requests, 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) 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 28.3**.

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 thirty (30) day 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 thirty (30) day 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 thirty (30) day 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 and demonstrable 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 28.3**.

## SCHEDULE 2.3

### TECHNICAL REFERENCE SCHEDULE

#### Unbundled Network Elements

##### Unbundled Loop Transmission

Bellcore TA-NWT-000393  
ANSI T1.413-1995 Specifications  
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 T1.413-1995  
ANSI T1E1 Committee Technical report Number 28

##### Local Switching

Bellcore FR-NWT-000064 (Local Switching Systems General Requirements)  
Bellcore GR-1432-CORE (TCAP)  
Bellcore GR-905-CORE (ISUP)  
Bellcore GR-1429-CORE (Call Management)  
Bellcore GR-1357-CORE (Switched Fractional DS1)  
Bellcore GR-1428-CORE (Toll Free Service)  
Bellcore GR-1597-CORE (Calling Name)  
Bellcore GR-954-CORE (Line Information Database)  
Bellcore GR-2863-CORE (Advanced Intelligent Network)  
GR-1298-CORE, AIN Switching System Generic Requirements  
GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic  
Requirements  
TR-NWT-001284, AIN 0.1 Switching System Generic Requirements  
SR-NWT-002247, AIN Release 1 Update  
ANSI standards Q.931, Q.932  
Bellcore TR-NWT-08  
Bellcore TR-NWT-303  
TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital  
Subscriber Lines  
Bellcore TR-NWT-303

## 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

#### Signaling Transfer Points (STPs)

ANSI T1.111.2  
ANSI T1.111.3  
ANSI T1.111.4  
ANSI T1.112  
ANSI T1.112.4  
ANSI T1.118  
ANSI T1.111.6  
ANSI T1.112.5  
GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN)  
GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN)  
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)  
Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)  
ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)  
ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement  
ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)

ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks  
ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)  
ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)  
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)  
Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

#### Service Control Points (SCPs)/Call-Related Databases

SR-TSV-002275 (BOC Notes on the Ameritech Networks, SR-TSV-002275, Issue 2 (Bellcore, April 1994))  
GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1995)  
GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994)  
GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995)  
GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149)  
GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995)  
GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995)  
BOC Notes on Ameritech Networks, SR-TSV-002275, ISSUE 2 (Bellcore, April 1994)  
GR-1280-CORE, AIN Service Control Point (SCP) Generic Requirements

#### Tandem Switching

Bellcore TR-TSY-000540, Issue 2R2, Tandem Supplement, 6/1/90  
GR-905-CORE  
GR-1429-CORE  
GR-2863-CORE  
GR-2902-CORE

#### Performance Standards

Bellcore FR-64, LATA Switching Systems Generic Requirements (LSSGR)  
Bellcore TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements (TSGR): Common Requirements  
Bellcore TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems  
Bellcore TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop Carriers Systems  
Bellcore TR-NWT-000507, Issue 5, December 1993, LSSGR - Transmission, Section 7  
Bellcore TR-TSY-000511, Issue 2, July 1987, Service Standards, a Module (Section 11) of LATA Switching Systems Generic Requirements (LSSGR, FR-NWT-000064)  
Bellcore TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines  
Bellcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems  
Bellcore TR-NWT-000505, Issue 3 , May 1991, LSSGR Section 5, Call Processing  
Bellcore LSSGR TR-TSY-000511  
Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria  
ANSI T1.105-1995

#### Network Interface Device

Bellcore Technical Advisory TA-TSY-000120, “Customer Premises or Network Ground Wire”  
Bellcore Generic Requirement GR-49-CORE, “Generic Requirements for Outdoor Telephone Network Interface Devices”  
Bellcore Technical Requirement TR-NWT-00239, “Indoor Telephone Network Interfaces”  
Bellcore Technical Requirement TR-NWT-000937, “Generic Requirements for Outdoor and Indoor Building Entrance”

#### Interconnection

##### Trunking Interconnection

GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994  
GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994  
FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition  
ANSI T1.111  
ANSI T1.112

### ANSI T1.113

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service

Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI T1.110-1992, American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)

ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement

ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)

ANSI T1.113-1995, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part

ANSI T1.114-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP)

ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks

ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)

ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service

Bellcore 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

## SCHEDULE 3.8

### AMERITECH INTERCONNECTION PERFORMANCE BENCHMARKS

#### 1.0 Trunk Provisioning Intervals

1.1	Number of End Office <u>Trunks Per Order Per Day</u>	<u>Interval</u>
	1-48	14 days
	49-96	15 days
	97 +	Negotiated
1.2	<u>New Trunk Groups to Tandem(s)</u>	Negotiated

#### 2.0 Trunking Grade of Service

##### Blocking Standards

	<u>Traffic Type</u>	<u>Measurement</u>
	Exchange Access Final Trunk Group Traffic via Tandems	½ of 1% (0.005)
	All Other Final Trunk Group Traffic	1% (0.01)

#### 3.0 Trunk Restoral

	<u>Type of Outage</u>	<u>Interval</u>
	Service Affecting	within 1 hour
	Non-Service Affecting	within 24 hours

The Parties agree that additional Interconnection Performance Benchmarks may be agreed upon by the Implementation Team. However, if any additional Interconnection Performance Benchmarks require a Party to maintain records which it then does not maintain, the Party requesting such new or additional benchmarks shall utilize the Bona Fide Request process to request that the other Party provide such records.

## 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.

<b>Rate Element</b>	<b>Billing Company</b>
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.

<b>Rate Element</b>	<b>Billing Company</b>
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

## SCHEDULE 7.1

### BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES

Please initial one:

- X   Requesting Carrier elects not to be responsible for Ancillary Services Traffic. If Requesting Carrier's Customer utilizes resold lines, Requesting Carrier shall be solely responsible for ordering blocking of such traffic on a per line basis when Requesting Carrier submits an order. If Requesting Carrier's Customer utilizes Unbundled Local Switching ("ULS"), Requesting Carrier shall request blocking when Requesting Carrier submits its order for ULS. Requesting Carrier shall indemnify and hold Ameritech harmless from any Losses arising out of Requesting Carrier's failure to order blocking for resold lines.
- Requesting Carrier shall be responsible 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 Callers who dial a number using the "555" prefix.

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

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

"Ancillary Services" include Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services.

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

"Calling Party Pays Cellular" or "CPP Cellular" is a service where a Caller placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the Caller giving the Caller 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 Caller placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the

Caller giving the Caller 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 Caller.

## 2.0 BILLING AND COLLECTION SERVICES

### 2.1 Billing Services

Ameritech will provide Requesting Carrier with formatted records for each Ancillary Service billable call in accordance with each Provider’s requested rates as specified in **Exhibit A**. 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 Exhibit B (“Bill Displays”). Requesting Carrier must bill for all calls using the Ancillary Services when those calls are contained on the formatted records. Requesting Carrier shall bill all calls within thirty (30) days of receiving the tape.

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

Requesting Carrier will provide Billing and Collection 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 Paragraph 6.0 of this **Schedule 7.1**,
- Responding to Customer inquiries and disputes;
- Remitting net proceeds to Ameritech, as provided in Paragraph 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.

Attached as **Exhibit C** is a description of the process flow, record types, and report format for the Settlement process under this **Schedule 7.1.**

### **3.0 COMPENSATION TO REQUESTING CARRIER**

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

### **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. This information shall be provided as described in **Exhibit E.** Requesting's Customers who place calls to a Provider's service will be invoiced monthly for all billable Ancillary calls submitted by Ameritech. The charges for such submitted billable Ancillary Service calls will be shown on the Caller's bill in the format specified in **Exhibit B.**

### **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 end user.

Requesting Carrier shall provide Ameritech with monthly reports of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and end user taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in **Exhibit C.** 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 report. Late charges on past due amounts shall accrue interest at the rate set forth in **Section 11.6** 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) days from the date of the message; provided that notice of the adjustment is given by Requesting Carrier to Ameritech within (60) days from the date of the message. The form and procedure of this notice is specified in **Exhibit F**.

## **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) days from the date of the message. The form and procedure of this notice is specified in **Exhibit F**.

## **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 Services 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 Exhibit E. 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 the Guidelines.

**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**  
**General Guidelines and Bill Displays**

General Guidelines:

- (1) Per regulatory guidelines, Provider's itemized call detail need to appear on a separate section or separate page of end user's bill.
- (2) Adjustments must be shown on the end user's bill. Adjustments may be shown as individual line items or as a total adjustment amount.
- (3) The adjustment phrase on the user's bill will read:  
  
976 Information Provider Adj.  
Adjustments CPP/C  
Adjustments CPP/P
- (4) See Bill Displays on pages 7.1 Ex. B-2 and 7.1, Ex. B-3.

**EXHIBIT B  
976 Bill Display**

**(1)**

**IMPORTANT INFORMATION**

Charges for 976 messages are for non-telecommunication services. You have 60 days of this bill to dispute a billing error. You also have the right to withhold payment of the disputed charges during the billing error review. No collection activity for disputed charges will occur while the charges are under investigation. Your local and long distance service cannot be disconnected for non-payment of 976 charges. After investigation if it is determined that the disputed charges are legitimate, the Information Provider may proceed with outside collections against your account. Failure to pay legitimate 900 charges may result in involuntary blocking of access to 976 services.

Voluntary blocking of access to 976 services is available upon request from your local Exchange Provider.

<b>(2)</b> No.	<b>(3)</b> Date	<b>(4)</b> Time	<b>(5)</b> Place Called	<b>(6)</b> Number	<b>(7)</b> Code	<b>(8)</b> Min	<b>(9)</b> Amount
976 Calls - (See "Important Information")							
1	5-27	924A	WEATHER IL	312 976 1212		1	.65
2	6-16	1040P	RACINGXTRA IL	312 976 2222		2	1.70
3	6-16	1042P	RACINGXTRA IL	312 976 2222		1	.85
4	6-16	1055P	SPORTSPHN IL	312 976 1313		1	.85
5	6-16	1056P	RACINGXTRA IL	312 976 2222		1	.85
6	6-16	1056P	SPORTSPHN IL	312 976 1313		1	.85
7	6-16	1057P	WEATHER IL	312 976 1212		1	.85
8	6-16	1105P	RACINGXTRA IL	312 976 2222		1	.85
<b>(10)</b> Total 976 Calls							<b>7.65</b>
<b>(11)</b> 976 Information Provider Adj.							<b>0.00</b>

**LEGEND:**

- |  |  |
|--|--|
| (1) Important Information = End User's rights for Pay-Per-Call Services. | (7) Code = Not applicable  |
| (2) No. = Message Number   | (8) MIN. = Length of call in minutes                                     |
| (3) Date = Date of message   | (9) Amount = Amount of the Call (rate on daily usage feed)               |
| (4) Time = Time of the call  | (10) Total 976 Calls = Total Amount due for all 976 calls                |
| (5) Place called = Name of 976 Program                                   | (11) Adjustments = Adjustments per line item or total adjustment amount. |
| (6) Number = Telephone Number of 976 Program                             |  |

**EXHIBIT B  
CPP Cellular and CPP Bill Display**

(1) No.	(2) Date	(3) Time	(4) Place Called	(5) Number	(6) Code	(7) Min	(8) Amount
<b>CALLS TO PAGING NETWORK, INC.</b>							
1	12-1	1028A	MOBILE USE CH	312 000 0002	AD	1	.25
2	12-1	1029A	MOBILE USE CH	312 000 0002	AD	1	.25
3	12-1	1029A	MOBILE USE CH	312 000 1234	AD	4	1.00
				Subtotal	1.50		
<b>CALLS TO FREEDOM PAGE</b>							
9	12-1	1028A	MOBILE USE CH	312 000 0001	AD	1	.25
10	12-1	1029A	MOBILE USE CH	630 000 1234	AD	1	.25
11	12-1	1029A	MOBLE USE CH	312 000 0001	AD	1	.25
12	12-2	1028A	MOBILE USE CH	312 000 0001	AE	1	.25
				(9)			
				Subtotal	1.00		
<b>CALLS TO AMERITECH CELLULAR</b>							
15	12-1	1028A	MOBILE USE CH	708 000 2468	AD	1	.20
16	12-1	1028A	MOBILE USE CH	708 000 1357	AD	1	.20
17	12-1	1028A	MOBILE USE CH	312 000 0009	AD	11	2.20
<b>CALLS TO CELLULAR ONE</b>							
25	12-2	1046A	MOBILE USE CH	312 000 6779	AE	1	.40
26	12-3	1047A	MOBILE USE CH	312 000 6779	AE	3	1.20
				Subtotal	1.60		
<b>(10)</b>							
<b>Total Itemized Calls</b>							<b>6.70</b>
<b>(11)</b>							
<b>Adjustments CPP/P</b>							<b>0.00</b>
<b>Adjustments CPP/C</b>							<b>0.25</b>

**LEGEND:**

- |  |  |
|--|--|
| (1) No. = Message Number   | (7) MIN. = Length of call in units   |
| (2) Date = Date of message   | (8) Amount = Amount of the Call (rate on daily usage feed)                           |
| (3) Time = Time of the call  | (9) Subtotal = Subtotal Per Provider   |
| (4) Place called = MOBILE USE CH   | (10) Total Itemized Calls = Total Amount due for all cellular and paging services    |
| (5) Number = Called Number   | (11) Adjustments = Adjustments per line item or total adjustment amount per service. |
| (6) Code = Code: Time of day<br>AD = Day<br>AE = Evening<br>AN = Night and weekend |  |

**EXHIBIT C  
Settlement Statement Guidelines**

- See the 976, CPP/C and CPP/P flow for Requesting Carriers
- Separate Settlement Statement required by service type, per state. See Settlement Statement Format on Pages 7 and 8.
- Use Pages 9-14 for data exchange guidelines.
- Use the following information for sending the electronic details, Settlement Statement and payments to Ameritech.

Electronic data:

Arrangements will be worked out with each Requesting Carrier based on Requesting Carrier's Questionnaire.

Send Settlement Statement to:

AIS-Billing Operations  
804 N. Milwaukee St. - Third Floor  
Milwaukee, WI 53202  
Tel: (414) 678-3159  
Fax: 1-800-858-6960

Bank information:

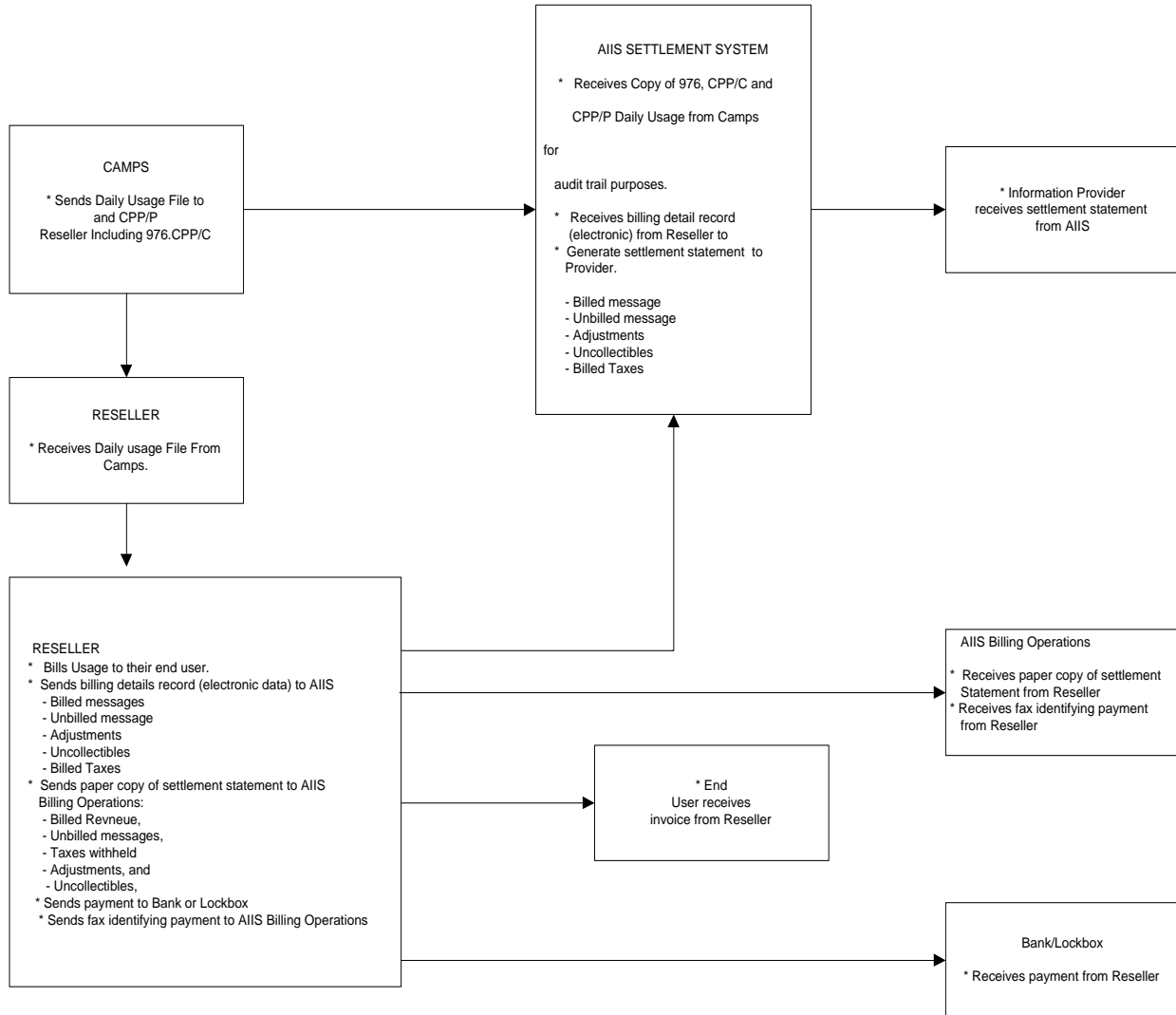
Ameritech-Resale Account  
P.O. Box 689775  
Milwaukee, WI 53268-9775

Wire Transfer information:

Bank-One Milwaukee  
Account Number: 020904860  
Reference Lockbox Number: 689775  
ABA Routing Number: 075000019

In addition, fax a transmittal referencing lockbox number and service type to AIS Billing Operations at the address listed above.

## Agreement for the Provision of Billing and Collection Services for Ancillary Services Exhibit C



### 976.CPP/C. and CPP/P Flow For Requesting Carriers

**EXHIBIT C**  
**Settlement Statement Format**

**Requesting Carrier NAME**

**PURCHASE OF ACCOUNTS RECEIVABLES STATEMENT-SERVICE TYPE**

CARRIER: Ameritech - IL BILL MONTH: JAN., 1997 PAGE: 1 OF 2 ISSUE DATE: 2/5/97 DUE DATE: 3/5/97		INVOICE NO.: 12345	
1. Total Billed Revenue			
2. Total Billed Taxes	\$1,000.00	\$180.00	
	A. Federal Tax		\$75.00
	Detail by IP		
	IP #1	\$50.00	
	IP #2	\$25.00	
	B. State Taxes		\$40.00
	Detail by IP		
	IP #1	\$30.00	
	IP #2	\$10.00	
	C. Local Taxes		
	Local Tax 1 (Identify Taxing Authority)		
	Detail by IP		
	IP #1	\$10.00	
	IP #2	\$5.00	
	Local Tax 2 (Identify Taxing Authority)		
	IP #1	\$5.00	
	IP #2	\$5.00	
3. Resourced Adjustments/Uncollectibles		\$100.00	\$40.00
	Adjustments		
	Detail by IP		
	IP #1	\$15.00	
	IP #2	\$25.00	\$10.00
	B. Federal Tax		
	Detail by IP		
	IP #1	\$5.00	
	IP #2	\$5.00	
	C. State Taxes		
	Detail by IP		

CARRIER: Ameritech - IL BILL MONTH: JAN., 1997 PAGE: 1 OF 2 ISSUE DATE: 2/5/97 DUE DATE: 3/5/97		INVOICE NO.: 12345	
	IP #1	\$10.00	
	IP #2	\$15.00	\$25.00
	D. Local Taxes		
	Local Tax 1 (Identify Taxing Authority		
	Detail by IP		
	IP #1	\$10.00	
	IP #2	\$5.00	
	Local Tax 2 (Identify Taxing Authority		
	Detail by IP		
	IP #1	\$5.00	
	IP #2	\$5.00	
4. Adjust IP #1			
5. Late P IP #2 \$1,080.00			
6. Net Due (Line 4+5) \$50.00 \$1,130.00			
7. Billing Service Charge (7D*\$.03) (\$295.35)			
		10,000	
	A. Total Messages	(5)	
	B. Duplicate Messages	(150)	
	C. Unbilled Messages	9,845	
8. Total A	D. Actual Messages Billed	\$834.65	

LEGEND:

(1) Carrier = Ameritech - (State), State = IL, IN, MI, OH, WI

(2) Invoice No. = ?

(3) IP#N = Information Provider Name

**EXHIBIT C**  
**Record Types for Data Exchange**

<b>Record Type</b>	<b>CPP</b>	<b>PPP</b>	<b>976</b>
DAILY USAGE TO CLEC	010133	010133	010116
HEADER	202201	202201	202201
TRAILER	202202	202202	202202
BILL REVENUE OR UNBILLABLE USAGE FROM CLEC	010133	010133	010116
HEADER	202203	202203	202203
TRAILER	202204	202204	202204
ADJUSTMENTS/UNCOLLECTIBLES FROM CLEC	450133	450133	4500116
HEADER	202219	202219	202219
TRAILER	202220	202220	202220
TAX SUMMARY FROM CLEC	RITR01	RITR01	RITR01
HEADER	202203	202203	202203
TRAILER	202204	202204	202204

A copy of all messages received by the Requesting Carrier from CAMPS for end-user billing of Ancillary Services should be sent to AIIS with the Return Code (pos. 70-71) populated with one of the Bellcore standard values. Some expected values to be used in this case are:

- 00 - no return code; the call was billed to the end-user
- 06 - the end Customer has already been disconnected
- 09 - other; there is no return code to match the reason
- 10 - the Customer does not belong to the CLEC receiving the billing record
- 38 - the Customer has uncollectible final account status
- 39 - duplicate record
- 40-99 represent invalid or unreadable formatting in the records; refer to Bellcore guide (may use 40 for all if guide is unavailable)



## **EXHIBIT C**

### **Record Types for Data Exchange**

Those messages returned with value 00 are expected to have been used in the calculations of the Total Billed Revenue on the Purchase of Accounts Receivable Statements. Those with values greater than 00 are counted on the statements as Unbilled Messages. All messages for all statements for the for a specific Issue Date may be placed in one file with the header and trailer given above unless the file exceeds 100,000 records.

The Requesting Carrier must populate these fields in the 202203 and 202219 headers:

- Record ID
- Date Created
- Invoice Number (2-digit sequence number per dataset name for tracking missing files)
- Local IC Info (pos. 40-46) must contain the Requesting Carrier's ID:
  - the ACNA in positions 40-42
  - the CIC in positions 43-45
  - space filler in position 46
- Reserved area at positions 123-127 must contain the last five digits of the Invoice Number of the Purchase of Accounts Receivable Statements
- Host Receipt Date (pos. 129-134) must match the issue Date of the Purchase of Accounts Receivable Statements

The Requesting Carrier must populate these fields in the 202204 and 202220 trailers.

- Record ID
- Date Created
- Grand Total Count (pos. 111-117) must contain the number of records or messages in the file not including the header or trailer.

Adjustments and Uncollectible billed charges must be returned in record types 450133 and 450116. These are 175 byte records with an added module containing billing name and address information. The following fields must be populated in these records (here we are employing non-standard use of some of the data fields):

- Record ID
- Date Created
  - From Number
- Customer Code (if applicable)
- To Number
  - Customer Code (if applicable)
  - Adjustment Amount (signed decimal field)
  - Connect Time (or original call)
  - Connect Date (of original call; use Date of Record field)
  - Adjustment Reason (extended into from OCN field) as:
    1. Adjustment Reason (pos. 70-71) values

A = adjustments  
U = uncollectible/writeoff

2. Adjustment Type (pos. 72-74) values:

CNC = Call not completed  
CTO = Cut off  
DAK = Denies all knowledge (see Reason Code Modified blow)  
INR = Incorrect rate  
PTR = Poor transmission  
RCG = Rebill  
SIA = Uncollectible final bill  
TNC = Disputed call duration  
WNO = Wrong number reached

3. Adjustment Type Modifier (pos. 75); only used when Adjustment Type is DAK, values

A = Refusal to pay  
D = Denies all knowledge - other  
E = Duplicate billing  
F = Fraud  
L = PIC change not authorized  
M = Misquoted charges  
S = Customer unaware of info service charges  
T = Paid directly to provider  
U = Misleading advertising, info service  
V = Never received info or offering, product damaged or poor quality

- Non-published indicator (use pos. 76 of From OCN field)
  - N = Customer's number is not published
  - P = Customer's number is published
- Billing Number
- Billed Date
- Settlement Period (Issue Date of PAR)
- Indicator 14 should have value of '5' to indicator the existence of Mobile 006-A
- Billing Name and address Module 006-A (starts at position 176) following exhibit C-2
- Ending Module 999-A

Billed and adjusted taxes are to be returned in record types RITR01. (Format TBD)

## Billing Name and Address

### Module 006-A

001	0		Module ID	X
002	0	Number		
003	6			
004	A	Version		
005	1	Module Length		9
006	3			
007	4			
008	Name/Address Indicator			9
009				
010	Billing Name			X
--				
034				
035	Billing Name/Address			X
--				
059				
060	Billing Name/Address			X
--				
084				
085	Billing Name/Address			X
--				
109				
110	Post Office, State Zip Code			X
--				
134				

### Field Characteristics

9 - Numeric

X - Alphanumeric

### Module Description

A 134-position module consisting of a 2-digit **Name/Address Indicator**, a 25 position **Billing Name** field, two 25-position **Billing Name/Address** fields, a 25-position **Billing Address** and a 25 position **Post Office, State, ZIP Code** field

This module is designed for use whenever a billing name and address must be associated with a record (e.g., billing name and address associated with a post-billing adjustment).

The content of this module

21 = Name 1, Post Office 5

23 = Name 1, Name/Address 2, Name/Address 3, Post Office 5

27 = Name 1, Name/Address 2, Name/Address 3, Address 4, Post Office 5

37 = Name 1, Name/Address 2, Name/Address 3, Address 4, Post Office 5

**NOTE:**

Fields not used will be overlaid with next used field. For example, if Name/Address 2, Name/Address 3, and Address 4 are not used, Post Office 5 will be in the second field (Name/Address 2) and the Name/Address Indicator will be set to 21.

The **Name/Address Indicator** is numeric.

The **Billing, Name, Billing Name/Address, Billing Address** and **Post Office, State, Zip Code** fields are to be alphanumeric, left justified, with trailing blanks.

**End of Modules**

**Module 999-A**

<b>001</b>	<b>9</b>	<b>Number</b>	<b>Module ID</b>	<b>X</b>
<b>002</b>	<b>9</b>			
<b>003</b>	<b>9</b>			
<b>004</b>	<b>A</b>	<b>Version</b>		

**Field Characteristics**

9 - Numeric

X - Alphanumeric

**Module Description**

A 4-position module indicating that there are no more modules appended to this record.

**This module must be placed at the end of a record which contains at least one module.**

**EXHIBIT D**  
**Requesting Carrier Compensation**

Rate per billed message:

\$0.03

**EXHIBIT E**  
**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

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 F**  
**General Information**

- 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 program from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.
- Adjustments - a dollar amount, either partial or full, that is credited to a Customers account. The primary reason for adjustments are typically Customers denying the call was made from their phone.
- Uncollectible - the amount of a callers phone bill that has undeniable charges that have never been paid by the caller. Undeniable charges are determined by the state regulatory commissions and are typically Pay-Per-Call services. When a caller's service is being terminated for non-payment, the Pay-Per-Call charges are written off as uncollectible and passed back to the Information Provider. The remainder of the bill is what must be paid by the caller to reinstate their service.
- Access to 976 service is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a caller 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 to block long distance charges.
- Requesting Carrier reserve 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 service.

- The first time an end user specifically disputes Pay-Per-Call charges, end user must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on end user's bill. Inform end user that the Information Provider may pursue collection of charges directly with end user.
- After the end user specifically disputes charges, inform end user that mandatory blocking will be established on end user's line and disputed amount is adjusted accordingly on end user's bill. Inform end user that the Information Providers may pursue collection of charges directly with end user.
- 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 second request.
- On the database, call adjustments granted as the result of poor transmission, call not completed or calls completed due to company failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the Ameritech entity code (R or NBT).
- **Michigan Only:** Requesting Carrier-initiated Blocking can be added or removed as needed. Blocking can remain on the account until adjustments are cleared. There is no time limit on how long blocking can be in effect.
- Blocking must be imposed on those Customers who refuse to pay legitimate Pay-Per-Call charges.



## SCHEDULE 9.2.1

### LOCAL LOOPS

Subject to **Section 1.1** of **Schedule 9.5**, Ameritech shall allow Requesting Carrier to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from Local Switching and Interoffice Transmission Facilities.

**“2-Wire Analog Voice Grade Loop”** or **“Analog 2W,”** which supports analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer) and terminates in a 2-Wire interface at both the central office MDF and the customer premises. Analog 2W includes Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

**“4-Wire Analog Voice Grade Loop”** or **“Analog 4W,”** which supports transmission of voice grade signals using separate transmit and receive paths and terminates in a 4-wire electrical interface at both ends. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

**“2-Wire ISDN 160 Kbps Digital Loop”** or **“BRI-ISDN”** which supports digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). BRI-ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to Technical Reference AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including ISDN).

**“2-Wire ADSL-Compatible Loop”** or **“ADSL 2W”** is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire, non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995 and AM TR--TMO-000123. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the Ameritech Central Office frame. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from Ameritech's Central Office. ADSL compatible Loops are available only where existing copper facilities can meet the ANSI T1.413-1995 specifications.

**“2-Wire HDSL-Compatible Loop”** or **“HDSL 2W”** is a transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-Wire, non-loaded twisted copper

pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 and AM-TR-TMO-000123 specifications.

**“4-Wire HDSL-Compatible Loop” or “HDSL 4W”** is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire, non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28 and AM TR-TMO-000123. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

**“4-Wire 64 Kbps Digital Loop” or “4-Wire 64 Digital”** is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 64 Kbps and terminates in a 4-Wire electrical interface at both the Customer premises and on the MDF in Ameritech's Central Office. 4-Wire 64 Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-000123.

**“4-Wire 1.544 Mbps Digital Loop” or “1.544 Mbps Digital”** is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 1.544 Mbps and terminates in a 4-Wire electrical interface at the Customer premises and on the DSX frame in Ameritech's Central Office. 1.544 Mbps Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-00023.

## **SCHEDULE 9.2.2**

### **UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES**

Ameritech's Network Interface Device (“**NID**”) is a Network Element that utilizes a cross-connect device to connect loop facilities to inside wiring.

Ameritech will permit Requesting Carrier to connect Requesting Carrier's loop to the inside wiring of the Customer's premises through Ameritech's NID, where necessary. Requesting Carrier must establish the connection to Ameritech's NID through an adjoining NID which serves as the network interface or demarcation for Requesting Carrier's loop.

Maintenance and control of premises (inside wiring) is under the control of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

## SCHEDULE 9.2.3

### SWITCHING CAPABILITY

**1.0 Local Switching.** The local switching capability of a Network Element (“**Unbundled Local Switching**”) is defined as:

- (1) line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;
- (2) trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and
- (3) all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:
  - (a) 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 Ameritech's Customers, such as a telephone number, white page listing, and dial tone;
  - (b) access to operator services, directory assistance and 9-1-1;
  - (c) all other features that the switch provides, including custom calling, CLASS features and Centrex; and
  - (d) The customized routing functions that are required under this Agreement that are available from the switch.

Unbundled Local Switching may be subscribed to on a per port basis with the requirement of a minimum of one Unbundled Local Switching (“**ULS**”) trunk port. Each Centrex port must be associated with a Centrex Common Block.

When ULS is provided by an Ameritech Switch, Requesting Carrier will receive Customer Usage Data and billing information in accordance with the requirements of **Section 10.16**.

**2.0 Tandem Switching.**

2.1 The Tandem Switching Capability Network Element is defined as:

- (1) an unbundled Network Element in Ameritech's Class 4 non-TOPS digital Tandem Switches, which includes DS1-level Interconnection with the Tandem Switch trunk ports at the Digital Signal Cross-Connect (DSX) frame.
- (2) the basic switching function of creating a temporary transmission path that connects Requesting Carrier's trunks to the trunks of Ameritech, IXCs, ICOs, CMRS, and other LECs interconnected to the Tandem Switch.

2.2 Interconnecting trunk types which can be switched include FGB, FGD, IMT, Access Toll Connecting Trunks and OS/DA. Signaling support includes MF and SS7 and any signaling conversions between these signaling formats.

2.3 Variations in Tandem Switching equipment used to provide service in specific locations may cause differences in the operation of certain features.

2.4 The unbundled Tandem Switching Network Element will provide to Requesting Carrier all available basic Tandem Switching functions and basic capabilities that are centralized in the Tandem Switch (and not in End Office Switches), including the following functions Ameritech makes available to its Customers:

- (1) Routing of calls from an inbound trunk to an outbound trunk based on destination digits.
- (2) Routing of Equal Access or Operator Service calls from an inbound trunk to an outbound trunk based on the CIC forwarded by the inbound trunk.
- (3) Routing of calls based on queries to Ameritech's databases (e.g., 800, AIN and LRN).

2.5 Translations, screening, blocking, and route indexing are provided if technically feasible under the standard switching translations and screening in use in that switch. A request for translations, screening, blocking, route indexing other than what is available (i.e., features that the switch is capable of providing) in that switch will be provided where technically feasible as a Bona Fide Request. Ameritech will provide these features if technically feasible and upon agreement by Requesting Carrier to pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the capability. Variations in the Tandem Switching equipment or translation and screening used to provide service in specific locations may cause differences in the operation of the element.

## SCHEDULE 9.2.4

### 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 9.2.4**.

1. 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 Office buildings 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 access 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 an Ameritech Central Office with Requesting Carrier's transmission equipment in Requesting Carrier's Central Office for the purposes of providing Telecommunications Services.

1.3. Unbundled Shared Interoffice Transmission Facilities ("**Shared Transport**") provide Requesting Carrier nonexclusive use of the features, functions and capabilities of Interoffice Transmission Facilities: (i) between a Requesting Carrier-designated Ameritech End Office Switch and the Ameritech Tandem Switch which that End Office Switch subtends and (ii) which are shared by more than one customer or carrier.

## SCHEDULE 9.2.5

### SIGNALING NETWORKS AND CALL-RELATED DATABASES

#### 1.0 Signaling Transfer Points.

A Signaling Transfer Point (STP) is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

#### 1.1. Technical Requirements.

1.1.1. STPs shall provide access to all other Network Elements connected to Ameritech SS7 network. These include:

- 1.1.1.1. Ameritech Local Switching or Tandem Switching;
- 1.1.1.2. Ameritech Service Control Points/Databases;
- 1.1.1.3. Third-party local or tandem switching systems; and
- 1.1.1.4. Third-party-provided STPSs.

1.1.2. The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the Ameritech SS7 network. This explicitly includes the use of the Ameritech SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the Ameritech SS7 network (i.e., transient messages). When the Ameritech SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

1.1.3. If an Ameritech Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a Requesting Carrier local switch and third party local switch, the Ameritech SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the Requesting Carrier local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to the Ameritech STPSs, based on the routing instruction provided in each message.

1.1.4. STPs shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

- 1.1.4.1. Signaling Data Link functions, as specified in ANSI T1.111.2:
- 1.1.4.2. Signaling Link functions, as specified in ANSI T1.111.3; and
- 1.1.4.3. Signaling Network Management functions, as specified in ANSI T1.111.4.

1.1.5. STPs shall provide all functions of the signaling connection control part (“SCCP”) necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is a Requesting Carrier or third party local or tandem switching system directly connected to the Ameritech SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with the Ameritech SS7 network, and shall not perform SCCP Subsystem Management of the destination.

1.1.6. STPs shall also provide the capability to route SCCP messages based on ISNI, as specified in ANSI T1.118, when this capability becomes available on Ameritech STPSs.

1.1.7. STPs shall provide all functions of the OMAP commonly provided by STPSs. This includes:

- 1.1.7.1. MTP Routing Verification Test (MRVT); and
- 1.1.7.2. SCCP Routing Verification Test (SRVT).

1.1.8. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is a Requesting Carrier or third party local or tandem switching system directly connected to the Ameritech SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the Ameritech SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of Ameritech STPSs.

1.1.9. STPs shall be equal to or better than the following performance requirements:

- 1.1.9.1. MTP Performance, as specified in ANSI T1.111.6; and



1.1.9.2. SCCP Performance, as specified in ANSI T1.112.5.

## **1.2. Signaling Link Transport.**

1.2.1. Definition. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps transmission paths between Requesting Carrier-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

Technical Requirements.

1.2.2. Signaling Link Transport shall consist of full duplex mode 56 Kbps transmission paths.

1.2.3. Of the various options available, Signaling Link Transport shall perform in the following two (2) ways:

- a) As an “A-link” which is a connection between a switch or SCP and a Signaling Transfer Point Switch (STPS) pair; and
- b) As a “D-link” which is a connection between two (2) STP mated pairs in different company networks (e.g., between two (2) STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

1.2.4. Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

- a) An A-link layer shall consist of two (2) links.
- b) A D-link layer shall consist of four (4) links.

1.2.5. A signaling link layer shall satisfy a performance objective such that:

- a) There shall be no more than two (2) minutes down time per year for an A-link layer; and
- b) There shall be negligible (less than two (2) seconds) down time per year for a D-link layer.

1.2.6. A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- a) No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- b) No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

1.2.7. Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the Requesting Carrier-designated SPOI. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface.

## **2.1. Toll Free Database Services.**

2.1.1. 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.

2.1.2. 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 dates 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).

2.1.3. Carrier Identification. 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 2.1.1** 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.

2.1.4. 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.

## **2.2. LIDB Database Service.**

2.2.1. The Line Information Database (LIDB) Query Response Service is a validation database system. It enables Requesting Carrier to offer alternately 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.

2.2.2. 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.

## **2.3. CNDS Database Service.**

2.3.1 Caller ID identifies a calling party's telephone number through a switch-based feature installed in Ameritech's Central Office. CNDS is a CCIS/SS7 network based feature that accesses a CNDS database within the LIDB to provide a name associated with the calling party's telephone number. This service is provided using TR1188 protocol.

2.3.2 A Customer who subscribes to Caller ID with Name will see the listed name associated with the calling party's telephone line displayed on his/her Caller ID display unit. The telephone number associated with the telephone line of the calling party will also be displayed.

2.3.3 Ameritech shall charge Requesting Carrier for the CNDS Database Service in a similar manner to that which Ameritech charges Requesting Carrier for the LIDB Database Service, including a per query charge.

## **2.4 Local Number Portability.**

2.4.1 Ameritech's provision of LNP will utilize LRN switch software based on requirements developed by the workshop participants and concurred in by the Commission. These requirements are fully compliant with the principles adopted by the FCC in its First Report and Order, CC Docket No. 95-116 (the “**Number Portability Order**”). The detailed description and technical specifications for the planned LRN implementation can be found in various documents produced by the FCC Local Number Portability workshop.

2.4.2 Ameritech is fully prepared to provide LNP database access to Requesting Carrier. However, in adopting its Number Portability Order, the FCC referred certain technical and other issues to the North American Numbering Council (NANC) and issued a further notice addressing the recovery of costs associated with LNP implementation. Until these activities are concluded, Ameritech cannot finalize product descriptions and rates for access to its LNP database. Nonetheless, Ameritech is willing to begin discussions with Requesting Carrier to discuss Requesting Carrier's access to Ameritech's LNP databases in lieu of constructing Requesting Carrier's own.

## **2.5. Unbundled AIN Application Process.**

2.5.1. The AIN architecture establishes a network infrastructure in which subscriber services can be defined and implemented independent from End-Office Switches. This is accomplished by a combination of SS7 signaling, interfaces between Network Elements and call-state models through which AIN Network Elements interact.

2.5.2. Ameritech's Unbundled AIN (Advanced Intelligent Network) Applications Access service will be provided on a nondiscriminatory basis and enable Requesting Carrier (whether it purchases unbundled switching capabilities from Ameritech or owns its own SSP (Service Switching Point)) to offer its Customers AIN services. Ameritech will make available existing AIN retail applications, as well as newly created services that Requesting Carrier creates via the Ameritech AIN Service Creation Environment (SCE) Access service. Unbundled AIN Applications Access provides for the AIN functionality necessary for the day to day ongoing call processing associated with a specific AIN applications execution. This includes the SS7 transport and SCP processing of the query associated with the specific service.

2.5.3. Associated with the AIN SCP is a Service Creation Environment (SCE) and a Service Management System (SMS). Ameritech offers access to the Ameritech SMS and SCE

capabilities via two (2) AIN offerings: AIN Service Creation Environment Access Service and AIN Service Management System Access Service.

2.5.4. Carriers will share the common AIN infrastructure components provided by Ameritech, such as a Service Control Point (SCP), a Signaling Transfer Point (STP), Service Management System (SMS), and, if Requesting Carrier purchases Unbundled Switching from Ameritech, the AIN Service Switching Point (SSP). Requesting Carrier shall be responsible for assuring the compatibility of its AIN SSP software generics with the Ameritech AIN Applications and SCP software releases. Interconnection of the Requesting Carrier SSP with the Ameritech SS7 network is required, and can be accomplished in a number of ways.

2.5.5. Activation of the desired application at the Ameritech SCP requires subscription by both the Requesting Carrier and the end-user. In general, AIN operations require close cooperation between Ameritech and the Requesting Carrier.

2.5.6. The SSP and SCP vendors provide logical capabilities which Ameritech uses to create each AIN service. The SSP and SCP vendors have no knowledge of the specific AIN Applications that Ameritech has created. Ameritech's AIN deployment is based on AIN 0.1.

**3.1. AIN Service Creation Environment Access Service.** Access to Ameritech's AIN service creation functionality will be provided in a nondiscriminatory manner to Requesting Carrier to enable it to create new AIN services on Ameritech's network. If Requesting Carrier has a new AIN service concept, it can utilize all or some of the features below to obtain a fully functional AIN service. Ameritech will furnish Requesting Carrier with a list of AIN Applications and the switches on which such applications are available, including the software version of AIN on such switch type. The following is a list of AIN service creation functions available via this service offering. When this service is ordered by Requesting Carrier, Requesting Carrier shall be responsible for the steps described in **subsections 3.1.1 to 3.1.4**, if applicable, and Ameritech shall, subject to Requesting Carrier's agreement to pay applicable charges specified in this Agreement, be responsible for the steps described in **subsections 3.1.5 to 3.1.10**:

3.1.1. Service Concept Description: The description of service idea should detail requirements such as: dialing patterns, information exchange, announcements, voice prompts, expected service management screens and reports, and CPE requirements. The AIN service creation functions made available to Requesting Carrier must be the same ones Ameritech uses, subject to any third party restrictions Ameritech may be subject to.

3.1.2. Creation of Technical Specification: Translation of a new service description into a technical specification including engineering requirements for Ameritech's network. The technical specification must detail how the service interacts in the network, translated in network terms, should include any expected/anticipated feature interaction discrepancies, and will include the process flows on how the service traverses the network.

3.1.3. Service Logic Design: The development of service design from SCP perspective to include Algorithms, Data Structures and Flow Diagrams.

3.1.4. Service Logic Coding: Development of machine logic in the SCE to include tables, SIBBs, and other elements as necessary.

3.1.5. Service Logic Testing: Service logic testing isolated within the to SCE to ensure accuracy of compilation and code development and compliance with Ameritech's AIN environment.

3.1.6. SMS Interface Requirements: Development of Requesting Carrier SMS interface access including screens, flow-through interface and reports. This is required to allow Requesting Carrier to activate, update, modify, and administer Customer data associated with the new service.

3.1.7. Platform Access Logic Configuration: Service specific updates to global infrastructure required to enable new service. Includes modification of the access logic to enable a new service.

3.1.8. Service Integration Testing (SIL): Intensive laboratory testing of service in conjunction with all Ameritech Switch types and or provider switch types and generics (as necessary) to minimize potential feature interaction conflicts and negative network reactions. Resources must be made available to Requesting Carrier on a nondiscriminatory basis.

3.1.9. Network Implementation: Conditioning of the SMS, SCP, SSP, or STP to accept service including network translations, signaling connectivity, dialing plans, and coordination of provisioning process.

3.1.10. Field Testing: Comprehensive controlled testing in a live switch environment, possibly at Requesting Carrier's SSP location.

### **3.2. AIN Service Management System Access Service.**

3.2.1. Access to Ameritech's AIN service management system functionality will be provided in a nondiscriminatory manner to Requesting Carrier to enable it to manage AIN services located wholly within Ameritech's network (SCP & SSP) or to manage AIN services where the service logic is located within Ameritech's SCP and the Customer is served from Requesting Carrier's AIN-compatible SSP. Upon request of Requesting Carrier, Ameritech shall provide Requesting Carrier the unbundled AIN Applications Access service product description and a list of existing Ameritech AIN applications.

3.2.2. The Service Management System (SMS) is the administration system for the service logic and data in the Advanced Intelligent Network (AIN) Service Control Point (SCP). The SMS contains the master copy of service level, subscriber level and subscription level data. The SMS also contains a copy of the service logic.

Logical access to the SMS will be managed by a set of programs designed by Ameritech. These programs provide security for the data that resides on the AIN platforms by allowing user access to only specific data that is appropriate to the customer or carrier. Whether explicitly stated in this document or not, all access to the SMS is managed through these programs. The only exceptions to managed access to SMS functionality are for the Ameritech Network Services organizations that administer the AIN platforms. They require direct access in order to appropriately administer the platforms.

Mediated access to SMS functionality will be provided through interface programs that will be developed for specific services. Requesting Carrier will have access to all of the data that the service requires in order to administer that service for its Customers. This includes service level, subscriber level, and subscription level data as well as any reports and measurement data that is mutually agreed upon by Ameritech and Requesting Carrier.

3.2.3. Service Logic. The SMS receives a copy of the service logic and service management logic from the Service Creation Environment (SCE) system. After population of specific network level and service level data, the SMS downloads a view of the service logic to the designated SCPs. The service management logic remains in the SMS to complement SMS utilities in the monitoring and administration of a specific service.

It is required that all of the Service Creation unit testing, System Integration Lab (SIL) testing and Network Deployment Testing has been completed.

It may be necessary for Requesting Carrier to negotiate timing and supply service specific data before that service can be deployed in the appropriate SCPs. Ameritech, however, is totally responsible for service logic deployment and initial SCP memory load in its network.

Requesting Carrier will receive timing and supply of service specific data in a nondiscriminatory manner.

3.2.4. Service Administration. Service administration involves the management of service level data which the service logic requires for its execution. SMS supports the management of service specific common data. Any changes to the data representation of the Ameritech network, which impact one or more carrier services will be administered by Ameritech. Other Requesting Carrier specific or service specific data changes will be identified and administered by Requesting Carrier.



## SCHEDULE 9.2.6

### OPERATIONS SUPPORT SYSTEMS FUNCTIONS

**1.0 Pre-Ordering, Ordering and Provisioning.** Ameritech will use the Provisioning EI for the transfer and receipt of data necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number and due date selection). However, the Access Services Request (ASR) interface will be used for the transfer of information concerning Network Elements ordered by Requesting Carrier.

**2.0 Maintenance and Repair.** Ameritech will use the Maintenance EI described in Section 10.13.3(a) for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status).

**3.0 Billing.** Ameritech will provide appropriate usage data to Requesting Carrier to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.

## SCHEDULE 9.2.7

### OPERATOR SERVICES AND DIRECTORY SERVICES

**1.0 Operator Services.** Operator Services consist of the following services.

1.1 Manual Call Assistance - manual call processing with operator involvement for the following:

- (a) Calling card - the Customer dials 0+ or 0- and provides operator with calling card number for billing purposes.
- (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) handling credits and coin telephone local refund requests; and
  - (4) handling person-to-person calls.
- (e) Operator Transfer Service (“**OTS**”) - calls in which the Customer dials “0”, 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.
- (f) BLV - Service in which operator verifies a busy condition on a line.
- (g) BLVI - service in which operator, after verifying a busy line, interrupts the call in progress.

1.2 Automated Call Assistance - mechanized call processing without operator involvement for the following:

(a) Automated calling card service (“ACCS”) - the Customer dials 0 and a telephone number, and responds to prompts to complete the billing information.

(b) Automated Alternate Billing Service (“AABS”) -

(1) the Customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information (Customer branding not currently available).

(2) ACCS calculates charges, relates the charge to the Customer, and monitors coins deposited before connecting the 1 + intraLATA or interLATA call.

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

1.4 Database Access - To the extent technically feasible, Ameritech will provide access to databases used in the provisioning of Operator Services via Requesting Carrier's Bona Fide Request.

**2.0 Directory Assistance.** Directory Assistance (“DA”) service shall consist of the following services.

2.1 Directory Assistance - those calls in which the Customer dial digits designated by Requesting Carrier to obtain Directory Assistance for local numbers located within his/her NPA. Two listings will be provided per call.

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

2.3 Information Call Completion - provides a Customer who has accessed the DA service and has received a number from the Audio Response Unit (“ARU”) the option of having an intraLATA call completed by pressing a specific digit on a touch tone telephone. Information Call Completion is only available to Requesting Carrier if it direct trunks its DA calls to Ameritech.

2.4 Upon request, and through a technically feasible arrangement, Ameritech will provide access to databases used in the provisioning of DA via Requesting Carrier's Bona Fide Request at rates that recover Ameritech's costs of developing, providing and maintaining the service. Such unbundled access to the DA database shall be for the purpose of having Requesting Carrier's Telephone Exchange Service DA listing in the area placed into Ameritech's DA database, or to enable Requesting Carrier to read DA listing in the database so that Requesting Carrier can provide its own DA service.

**3.0 Rate Application.** Ameritech shall bill Requesting Carrier the applicable rates on a monthly basis, in accordance with the following methodology:

3.1 Manual Call Assistance - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls, whether or not they are completed.

3.2 Automated Call Assistance (ACCS and AABS) - call occurrences multiplied by the per call occurrence rate. Total call occurrences shall include all processed calls, whether or not they are completed.

3.3 LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate. Total validation occurrences shall include all validations, whether or not the call is completed. 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.

3.4 BLV - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

3.5 BLVI - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

3.6 Lost Records. If Ameritech is responsible for lost, destroyed, or mutilated TOPS AMA recordings, Ameritech will not bill Requesting Carrier for those calls for which there are no records. Likewise, Ameritech shall not be held responsible by Requesting Carrier for lost revenue. However, if within ninety (90) days, actual data should become available, Ameritech will bill Requesting Carrier for those calls using actual data.

## 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 (i) for a single type of service, (ii) for a single location, and (iii) for 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 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 "**Unbundling Service Center**") for all provisioning, maintenance, repair, and cutover coordination. A telephone number will be provided from

06:30 a.m. to 12:00 a.m. CST Monday through Friday. Out of hours maintenance questions are handled by a **“Fold Down Center.”**

- 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 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 must contain an enumeration of Requesting Carrier’s ordered Network Elements features, options, physical Interconnection, quantity, and Ameritech commitment date for order completion (the **“Committed Due Date”**), which Committed Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.7 Upon work completion, Ameritech will provide Requesting Carrier electronically with a completed order confirmation per order that states when that order was completed.
- 1.8 Ameritech will perform pre-testing of Network Elements in accordance with Ameritech’s standards. At Requesting Carrier’s request, Ameritech will make available to Requesting Carrier on a weekly batch basis any available test and turn-up results in support of the Network Elements ordered by Requesting Carrier. Requesting Carrier shall be responsible for any costs incurred by Ameritech to provide copies of any available results. If Requesting Carrier requests Ameritech to provide Requesting Carrier with any test or turn-up results which Ameritech does not then generate, Requesting Carrier shall request such results through the Bona Fide Request process.
- 1.9 As soon as identified, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.
- 1.10 As soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech’s Committed Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for a Network Element. Ameritech shall indicate its new Committed Due Date as soon as such date is available.
- 1.11 Ameritech shall provide to Requesting Carrier upon request:

- (a) a list of all services and features technically available from each switch that Ameritech may use to provide Local Switching, by switch CLLI;
- (b) a listing by street address detail, of the service coverage area of each switch CLLI;
- (c) when available, all engineering design and layout information for each Network Element; provided that Requesting Carrier shall pay Ameritech for the costs incurred by Ameritech to provide Requesting Carrier with copies of such information;
- (d) a listing of all technically available functionalities for each Network Element; and
- (e) advanced information on the details and requirement for planning and implementation of NPA splits.

1.12 Promptly after the Effective Date, at Requesting Carrier's request Ameritech shall provide Requesting Carrier an initial electronic copy of the following information:

- (a) Street address verification;
- (b) Switch identification by service address; and
- (c) Switch feature verification.

Electronic updates to such information shall be provided monthly to Requesting Carrier as changes are made to such information.

1.13 For orders of Network Elements (and INP 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.

## **2.0 Unbundled Local Loop Transmission**

### **2.1 Access to Unbundled Local Loops.**

2.1.1 Requesting Carrier shall access Ameritech's Unbundled Local Loops either via Collocation or in accordance with **Article IX** of this Agreement at the Ameritech Wire Center where that element exists and each Loop shall be delivered to

Requesting Carrier's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 Ameritech shall provide Requesting Carrier access to its unbundled Loops at each of Ameritech's Wire Centers. In addition, if Requesting Carrier requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to Requesting Carrier. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of Requesting Carrier's request notify Requesting Carrier of the lack of available facilities. Requesting Carrier may then at its discretion make a Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Section 2.2.2** of this Schedule and the Ameritech Network Element Performance Benchmarks set forth in **Schedule 9.10** of this Agreement shall not apply to unbundled Loops provided under this **Section 2.1.2**.

2.1.3 If Requesting Carrier orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be requested where technically feasible to meet the specification using such distance extensions. Requesting Carrier shall compensate Ameritech for the costs incurred to provide such distance extensions.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

## 2.2 Provisioning of Unbundled Loops.

The following coordination procedures shall apply for conversions of “live” Telephone Exchange Services to unbundled Network Elements:

2.2.1 Requesting Carrier shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a “**Service Order**”)



using the electronic interface described on **Schedule 9.2.6**. Within forty eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide Requesting Carrier the FOC that sets forth the Committed Due Date according to the applicable Ameritech Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.2.2 Ameritech shall provision unbundled Loops in accordance with the time frames set forth on **Schedule 9.10** or within such other intervals as agreed upon by the Parties.

2.2.3 Ameritech and Requesting Carrier shall coordinate to designate, at least forty-eight (48) hours prior to the Committed Due Date, a scheduled conversion date and time (the "**Scheduled Conversion Time**") in the "**A.M.**" (12:00 midnight to 12:00 noon) or "**P.M.**" (12:00 noon to 12:00 midnight) (as applicable, the "**Conversion Window**").

2.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "**New Conversion Time**"). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If Requesting Carrier requests the New Conversion Time, Requesting Carrier shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.2.5 Ameritech shall test for Requesting Carrier dial-tone ("**Dial Tone Test**") at Ameritech's MDF for Requesting Carrier's Virtual Collocated equipment or Physical Collocated equipment during a window not greater than forty-eight (48) hours but not less than eight (8) hours prior to the Scheduled Conversion Time (or New Scheduled Time, as applicable). Ameritech shall perform the Dial Tone Test at no charge for one Contract Year. Thereafter, Ameritech shall recover from Requesting Carrier for Dial Tone Test on a time and materials basis any costs (as defined in Section 252(d) of the Act) for providing such Dial Tone Test.

2.2.6 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "**live**" Telephone Exchange Service to the connection of an unbundled Network Element at the Requesting Carrier Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not

by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element. If Requesting Carrier has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

2.2.7 Requests for maintenance or repair of unbundled Loops are initiated using the industry standard “electronic bonding” interface (EBI) and are handled by the Ameritech Unbundling Service Center (“USC”). The USC works with local Ameritech personnel to perform any manual testing that may be required to isolate the trouble.

### **3.0 Network Interface Device Capability.**

3.1 Ameritech will provide Requesting Carrier access to NIDs in a manner that will permit Requesting Carrier to connect its loop facilities to the Customer's inside wiring through Ameritech's NID, as required. Requesting Carrier shall establish this connection through an adjoining NID provided by Requesting Carrier.

3.2 Due to the wide variety of NIDs utilized by Ameritech (based on Customer size and environmental considerations), Requesting Carrier may access the Customer's inside wire by any of the following means:

- (a) Where an adequate length of inside wire is present and environmental conditions permit, Requesting Carrier may remove the inside wire from Ameritech's NID and connect that wire to Requesting Carrier's NID;
- (b) Enter the Customer access chamber or “side” of “dual chamber” NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wire through a suitable “punch-out” hole of such NID enclosures;
- (c) Enter Ameritech's loop terminal enclosure located at a multiple dwelling unit (“MDU”) for the purpose of accessing Customer premises inside wire and extending such wire to Requesting Carrier's own adjoining NID; or
- (d) Request Ameritech to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., Requesting Carrier, its agent, the building owner or the Customer).

To the extent that Ameritech completes any of the work described in this **Section 3.2**, Ameritech shall bill the time and materials charges associated with such work to the party that requested such work (i.e., Requesting Carrier, its agent, the building owner or the Customer).

3.3 In no case shall Requesting Carrier remove or disconnect Ameritech's loop facilities from Ameritech's NIDs, enclosures, or protectors.

3.4 In no case shall Requesting Carrier remove or disconnect ground wires from Ameritech's NIDs, enclosures, or protectors.

3.5 Maintenance and control of premises wiring (inside wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

3.6 Due to the wide variety of NID enclosures and outside plant environments, Ameritech will work with Requesting Carrier to develop specific procedures to establish the most effective means of implementing this **Section 3.0**.

#### **4.0 Unbundled Local Switching**

##### 4.1 Access to Unbundled Local Switching.

4.1.1 Requesting Carrier shall access Ameritech's Unbundled Local Switching via Collocation or in accordance with **Article IX** of this Agreement at the Ameritech Wire Center where that element exists and each line-side and/or trunk-side port will be delivered to Requesting Carrier's Collocation by means of a Cross-Connection, which shall be an additional charge.

4.1.2 Ameritech shall provide Requesting Carrier access to its Unbundled Local Switching at each of Ameritech's Wire Centers and will provide Requesting Carrier all available basic local switching functions and basic capabilities the switch is capable of providing which Ameritech currently makes available to its local Customers, or for which Ameritech OSS functions are capable of provisioning pursuant to a Bona Fide Request.

4.1.3 Unbundled Local Switching also provides access to additional features and capabilities that the switch has available for activation. Requesting Carrier has the capability of activating these features on a line-by-line basis via an electronic interface. The additional features available for activation on the basic Unbundled Local Switching include:

- (a) vertical features;
- (b) Custom Calling, Custom Local Area Signaling Service features (“CLASS”) features; and
- (c) Centrex features.

4.1.4 Other basic and/or additional capabilities, functions and features that are not then available for activation on the switch may be requested as optional special

capabilities. Ameritech will provide these special capabilities if technically feasible and upon Requesting Carrier's Bona Fide Request. Requesting Carrier will pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the requested capability.

4.1.5 Ameritech will provide any technically feasible customized local routing of traffic through Unbundled Local Switching by class of call (e.g., operator, directory assistance, 9-1-1, toll, local, etc.). Ameritech will develop and provide any requested customized routing the switch is capable of providing, upon agreement by Requesting Carrier to pay recurring and nonrecurring costs of developing, installing, updating, providing and maintaining such custom routing.

4.1.6 The custom routing feature enables Requesting Carrier to specify special routing, by class of call, all traffic originating in its unbundled local switch using any technically feasible routing capability of that switch. Variations in the End Office switching equipment used to provide service in specific locations may cause differences in the operation of certain features. Switch feature functionality capabilities that are not otherwise available (i.e., features that the switch is capable of providing) will be developed on an individual basis through the Bona Fide Request process and will be installed, updated, maintained and provided following Requesting Carrier's agreement to pay the applicable costs.

## **4.2 Provisioning of Unbundled Local Switching.**

The following coordination procedures shall apply for conversions of “live” Telephone Exchange Services to unbundled Network Elements:

4.2.1 Requesting Carrier shall request Unbundled Local Switching from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a “**Service Order**”) using the Provisioning EI. In addition, pre-ordering functions are supported via electronic data interchange (EDI) format as utilized for Resale Services. Within forty eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide Requesting Carrier the FOC that sets forth the Committed Due Date by which the Unbundled Local Switching ports covered by such Service Order will be installed.

4.2.2 Requesting Carrier shall request the development and establishment of a custom routing pattern via a Bona Fide Request. While the custom routing pattern is being developed, Requesting Carrier may do one of the following: (a) defer activation of the Unbundled Local Switching port until the routing pattern is established or (b) offer the Customer resale on an interim basis.

4.2.3 Ameritech and Requesting Carrier shall coordinate to designate, at least forty-eight hours prior to the Committed Due Date, a scheduled conversion date and time

(the “**Scheduled Conversion Time**”) in the “**A.M.**” (12:00 midnight to 12:00 noon) or “**P.M.**” (12:00 noon to 12:00 midnight) (as applicable, the “**Conversion Window**”).

4.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the “**New Conversion Time**”). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If Requesting Carrier requests the New Conversion Time, Requesting Carrier shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

4.2.5 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of “**live**” Telephone Exchange Service to the connection of an unbundled Network Element at the Requesting Carrier Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element. Ameritech shall provide to Requesting Carrier equivalent functionality of blocking calls (e.g., 900, 976 and international calls) as provided to Ameritech's retail Customers.

4.2.6 When ordering Unbundled Local Switching, Requesting Carrier may order from Ameritech separate interLATA and intraLATA capabilities (i.e., 2 PICs where available) on a line or trunk basis.

4.2.7 Unless otherwise directed by Requesting Carrier and to the extent technically feasible when Requesting Carrier orders Unbundled Local Switching, all telephone numbers currently associated with that line port shall be retained without loss of feature capability.

4.2.8 Ameritech’s provision and Requesting Carrier’s use of ULS shall be subject to the provisions of **Section 7.1** and **Schedule 7.1**.

4.3 Tandem Switching.

4.3.1 Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a switch for the purpose of routing a call or calls. Unbundled Tandem Switching is ordered using electronic interfaces. Trunk-side ports are ordered using the Access Service Request (“ASR”) which provides for electronic ordering based on industry standards adopted through OBF. ASR is the process used as of the Effective Date to order Exchange Access Services. Both pre-ordering and ordering functions and access to associated Operations Support Systems functions are supported electronically through these interfaces.

4.3.2 Ameritech will service, operate, and maintain the unbundled Tandem Switching for Requesting Carrier at parity with the service, operation, and maintenance Ameritech provides to itself, its subsidiaries, Affiliates and any other person. Unless requested otherwise, where applicable and technically feasible, Ameritech will provide unbundled Tandem Switching using the same specifications, interfaces, parameters, intervals, procedures and practices it uses to provide comparable Tandem Switching for all other Customers and carriers. Any feature or function existing in the Tandem Switch will be provided to Requesting Carrier on a non-discriminatory basis. Congestion control and overflow routing will be provided on a non-discriminatory basis.

## **5.0 Interoffice Transmission Facilities.**

5.1 Ameritech shall offer Interoffice Transmission Facilities in each of the following ways:

5.1.1 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 9.2.4**.

5.1.2 As a shared transmission path as described in **Section 1.3** of **Schedule 9.2.4**.

5.2 Where Dedicated Transport or Shared Transport is provided, it shall include (as appropriate):

5.2.1 The transmission path at the requested speed or bit rate.

5.2.2 The following optional features are available; if requested by Requesting Carrier, at additional cost:

5.2.2.1 Clear Channel Capability per 1.544 Mbps (DS1) bit stream.

5.2.2.2 Ameritech provided Central Office multiplexing:

(a) DS3 to DS1 multiplexing; and

- (b) DS1 to Voice/Base Rate/128, 256, 384 Kbps Transport multiplexing.

5.2.3 If requested by Requesting Carrier, the following are available at an additional cost:

5.2.3.1 1+1 Protection for OC3, OC12 and OC48.

5.2.3.2 1+1 Protection with Cable Survivability for OC3, OC12 and OC48.

5.2.3.3 1+1 Protection with Route Survivability for OC3, OC12 and OC48.

5.3 Ameritech shall:

5.3.1 Provide Requesting Carrier exclusive use of Interoffice Transmission Facilities dedicated to Requesting Carrier in the case of Dedicated Transport, or non-exclusive access to the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including Requesting Carrier, in the case of Shared Transport;

5.3.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Requesting Carrier could use to provide Telecommunications Services;

5.3.3 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

5.3.4 Permit, to the extent technically feasible, Requesting Carrier to obtain the functionality provided by Ameritech's digital cross-connect systems separate from Dedicated Transport.

5.4 Technical Requirements.

This **Section 5.4** sets forth the technical requirements for Dedicated Transport:

5.4.1 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.

5.4.2 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.

5.4.3 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.

5.4.4 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.

5.4.5 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.

5.4.6 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.

5.4.7 Ameritech shall offer the following interface transmission rates for Dedicated Transport:

5.4.7.1 DS1 (Extended SuperFrame - ESF, D4);

5.4.7.2 DS3 (M13 shall be provided);

5.4.7.3 SONET standard interface rates in accordance with the applicable ANSI technical references set forth under Interoffice Transmission Facilities in the Technical Reference Schedule.

5.4.8 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.

5.4.9 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.

## **6.0 Signaling Networks and Call-Related Databases**

### **6.1 Signaling Networks.**

6.1.1 If Requesting Carrier purchases Switching Capability from Ameritech, Ameritech shall provide access to its signaling network from that switch in the same manner in which Ameritech obtains access to such switch itself. In addition, Ameritech shall provide Requesting Carrier access to Ameritech's signaling network for each of Requesting Carrier's switches when Requesting Carrier uses its own switching facilities. This connection shall be made in the same manner as Ameritech connects one of its own switches to an STP. Notwithstanding the foregoing, Ameritech shall not be required to unbundle those signaling links that connect Service Control Points to STPs or to permit Requesting Carrier to link its own STPs directly to Ameritech's switch or call-related databases.

6.1.2 If Requesting Carrier has its own switching facilities, Ameritech shall provide Requesting Carrier access to STPs to each of Requesting Carrier's switches, in the same manner in which Ameritech connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an "A" link from Requesting Carrier's switch to Ameritech's STP, or linking Requesting Carrier's switch to its own STP and then connecting that STP to Ameritech's STP via a "B" or "D" link); provided that Ameritech shall not be required to (i) unbundle the signaling link connecting SCs to STPs, (ii) permit direct linkage of Requesting Carrier's own STPs to Ameritech's switch or call-related databases or (iii) unbundle an SCP from its associated STP.

6.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that Requesting Carrier's switch is compatible with Ameritech's SS7 network;

- Certification that Requesting Carrier's switch is compatible with Ameritech's AIN SCP;
- Certification that Requesting Carrier's switch is compatible with a desired AIN application residing on Ameritech's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by Requesting Carrier, so that Ameritech can provide sufficient SS7 resources for Requesting Carrier and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that Ameritech's SS7 resources can be fairly shared by all requesting carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by Ameritech's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

## 6.2 Call-Related Databases.

6.2.1 For purposes of switch query and database response through a signaling network, Ameritech shall provide Requesting Carrier access to its call-related databases, including the Line Information Database, Toll Free Calling database, downstream number portability databases, and Advanced Intelligent Network databases by means of physical access at the STP linked to the unbundled database.

6.2.2 If Requesting Carrier purchases Unbundled Local Switching, Requesting Carrier may, upon request, use Ameritech's SCP in the same manner, and via the same signaling links, as Ameritech. If Requesting Carrier has deployed its own switch, and has linked that switch to Ameritech's signaling system, Requesting Carrier shall be given access to Ameritech's SCP in a manner that allows Requesting Carrier to provide any call-related, database-supported services to Customers served by Requesting Carrier's switch. If the Implementation Team is unable to agree in the Implementation Plan to appropriate mediation mechanisms with respect to access to the AIN SCPs, the Parties shall adopt the mechanisms adopted by the Commission. Ameritech shall provide Requesting Carrier access to call-related databases in a manner that complies with the CPNI requirements of Section 222 of the Act.

6.2.3 The Parties shall agree upon appropriate mediation facilities arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party's information;
- Agreements on handling maintenance and troubleshooting related to AIN services;
- Usage forecasts provided by Requesting Carrier so that Ameritech can provide sufficient resources for other requesting carriers, and capabilities to ensure that the Parties abide by such forecasts;
- Procedures to ensure, prior to deployment, that each service will properly operate within Ameritech's network;
- Procedures to verify proper deployment of each service in the network; and
- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and customers.

### 6.3 Service Management Systems.

6.3.1 Ameritech shall provide Requesting Carrier with the information necessary to enter correctly, or format for entry, the information relevant for input into Ameritech's Service Management System (“SMS”). In addition, Ameritech shall provide Requesting Carrier equivalent access to the SMS to design, create, test, and deploy Advanced Intelligent Network.

6.3.2 Access to the SMS will be provided in an equivalent manner to that which Ameritech currently uses to provide such access to itself (e.g., submitting magnetic tapes if Requesting Carrier inputs magnetic tapes, or through an electronic interface equivalent to that used by Requesting Carrier). The Implementation Team shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Implementation Team is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

6.3.3 Ameritech shall provide access to its SMS in a manner that complies with the CPNI requirements of Section 222 of the Act.

## **7.0 Operations Support Systems Functions**

7.1 Ameritech shall provide Requesting Carrier access to, and Requesting Carrier shall use the, Operations Support Systems functions on or before the dates set forth on the Implementation Schedule.

7.2 Ameritech shall also provide Requesting Carrier access to and Requesting Carrier shall use the functionality of any internal gateway systems Ameritech employs in performing the OSS functions described in **Schedule 9.2.6** for its own Customers. A “gateway system” means any electronic interface Ameritech has created for its own use in accessing support systems for providing any of such OSS functions.

## **8.0 Operator Services and Directory Services.**

8.1 Ameritech shall provide Requesting Carrier access to Ameritech's Operator Service and Directory Assistance facilities where technically feasible.

8.2 Ameritech shall provide unbundled Operator Services (“OS”) and Directory Assistance (“DA”) to Requesting Carrier in conjunction with Telephone Exchange Service provided to Requesting Carrier as a purchaser of Resale Services and as an Unbundled Local Switching Network Element or directly as a separate Network Element. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance, and dependent Information Call Completion services will be provided to Requesting Carrier and will be updated as such DA services are provided in additional NPA/Exchange Areas.

8.3 Requesting Carrier will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech facilities for access to unbundled OS and DA services. Requesting Carrier is responsible for delivering its OS and DA traffic to Ameritech’s operator service switch. Specifically, Requesting Carrier shall deliver its traffic direct from the End Office to the operator service switch location, and there can be no Tandem Switching for OS. The operator service location to which Requesting Carrier will deliver its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, if technically feasible, enable Requesting Carrier to deliver its OS or DA traffic to the operator service switch most closely located to the Requesting Carrier’s NPA/exchange originating the call.

8.4 Ameritech will provide and maintain the equipment at its OS and DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the OS and DA service meets current industry standards.

8.5 Ameritech will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

8.6 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. Requesting Carrier has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent of the

Parties. Upon request, Ameritech will provide monthly system results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

8.7 Requesting Carrier is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with Ameritech facilities.

8.8 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 OS offices. Requesting Carrier will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

8.9 Upon request and to the extent technically feasible, Ameritech will unbundle OS and DA from reseller of its Telephone Exchange Service so that Requesting Carrier can provide its own OS or DA service or obtain it from a third party. Also, upon request, Ameritech will provide unbundled OS and/or DA as a stand alone unbundled Network Element to Requesting Carrier. In either case, Requesting Carrier is required to obtain any required custom routing and obtain and/or to provide other facilities, services and Network Elements necessary to deliver its OS and DA traffic to Ameritech's designated office, or to the office of another provider, as applicable.

8.10 Upon request of Requesting Carrier, Ameritech shall provide access to Requesting Carrier of the name, address and telephone directory information of Ameritech's Telephone Exchange Service Customers so that Requesting Carrier can provide its own DA Service. Access to such listings shall be provided on the terms and conditions set forth in a separate listings license agreement between the parties.

8.11 Upon request, and as technically feasible, Ameritech will provide through an electronic interface, unbundled access to its databases used to provide DA and OS for purpose of enabling Requesting Carrier to provide its own OS or DA service. Such unbundled access to DA and OS databases is provided as is technically feasible based upon the facilities, equipment and software involved, and upon agreement by Requesting Carrier to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

8.12 Specifically, upon request, Ameritech will provide through an electronic interface, unbundled access to its DA database to permit Requesting Carrier to have its local exchange directory assistance listings in the areas incorporated into the database, and/or to read the DA listing (with the exception of non-published listing) in that database for the purpose of providing its own DA service. Such unbundled access will be provided in a technically feasible manner based upon the facilities, equipment and software involved, and upon agreement by Requesting Carrier to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

8.13 Access of resellers and Requesting Carrier to DA and OS of Ameritech, and the DA and OS Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters,

intervals, service descriptions, protocols, procedures, practices and methods that Ameritech uses for other customers of its DA and OS services.

8.14 Requesting Carrier will furnish to Ameritech all information necessary for provision of OS and DA. This information, to the extent it is identified as such, shall be treated as Proprietary Information. For OS this information includes emergency agency phone numbers, rate information (such as mileage bands and operator surcharge information), and originating screening information.

8.14.1 To the extent that Requesting Carrier does not mirror Ameritech's operator surcharge rates, then Ameritech will, if technically feasible, enter Requesting Carrier's surcharge rates into Ameritech's rate tables, and will charge Requesting Carrier for changing those tables at the rates then charged by Ameritech for such service.

8.14.2 For DA services, Requesting Carrier will furnish Ameritech ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated details necessary to provide that service. This information includes listing information for the areas to be served by Ameritech and network information necessary to provide for the direct trunking of the DA calls.

8.14.3 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.

8.15 Upon request, and as technically feasible, Ameritech will re-brand such OS and DA services based upon Requesting Carrier's obtaining or providing any required facilities, services, Network Elements and custom routing, and their agreement to pay rates that compensate Ameritech for any costs it incurs in developing, installing, providing and maintaining such rebranded service. For branding of calls, Requesting Carrier must provide two (2) cassette tapes of an announcement, no longer than three (3) seconds, for installation on each OS and DA switch serving Requesting Carrier's Customers.

8.16 Branding: Re-branding is available as follows:

- (a) Mechanized front-end branding is available for all manual and automated OS calls.
- (b) Mechanized back-end branding is available for automated calling card calls handled via ACCS.
- (c) On mechanized collect and billed-to-third calls, back-end branding is not currently available.
  - (1) Such calls can be manually handled and branded.

- (2) If Customer desires mechanized branding, the feature can be installed if Requesting Carrier pays for feature purchase and installation.

Normally, OS and DA services, both bundled and unbundled, will be branded with Ameritech's name as the provider of the service. Upon request from Requesting Carrier, and as technically feasible, Ameritech will re-brand OS and DA traffic from Requesting Carrier's telephone exchange lines, or to Requesting Carrier's unbundled OS or DA network element. Re-branded service requires that Requesting Carrier arrange to have the subject OS or DA traffic delivered to Ameritech's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable facilities.

Re-branding is provided at rates that recover Ameritech's costs of developing, installing, providing and maintaining such service.

8.17 Requesting Carrier grants to Ameritech during the term of this Agreement 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 providing DA information, and will not be disclosed to third parties. Nothing in this Agreement shall 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 such separate agreement.

8.18 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, unless negotiated on an individual case basis.

## SCHEDULE 9.10

### NETWORK ELEMENT PERFORMANCE ACTIVITIES

A. Non-DS1 Loops-Standard Intervals

<u>Volume*</u>	<u>Interval</u>
1-24	5 Business Days
25-48	6 Business Days
49-96	7 Business Days
97+	Negotiated

\*Number of Loops Per Order Per Day

B. DS1 Unbundled Local Transport

1. Facilities Available	7 Business Days
2. Facilities or Force Not Available	Negotiated Interval

C. DS3-Unbundled Local Transport Negotiated Interval

D. OC-N-Unbundled Local Transport Negotiated Interval



**SCHEDULE 10.1  
RESALE SERVICES**

The Resale Services provided hereunder and the rates for such Resale Services by Ameritech are those Telecommunications Services set forth in the Resale Tariff(s). The rates for such Resale Services are the retail rates for such services as set forth in the Resale Tariff discounted by twenty point two-nine percent (20.29%); provided, however, if Requesting Carrier provides its own Operator Services and Directory Assistance; the discount shall be twenty-one point four five percent (21.45%).

## **SCHEDULE 10.9.2**

### **RESALE PERFORMANCE BENCHMARKS**

#### **A. Installation**

##### **1. Installation Intervals**

###### **a. POTS**

(1) Percentage Installed on Time

(2) Installation Interval More Than Six (6) Business Days

###### **b. HICAP: Percentage of Missed Appointments**

###### **c. SUBRATE: Percentage of Missed Appointments**

##### **2. New Service Failures**

a. POTS: Percentage of New Service Failures During First Seven (7) Calendar Days from Installation Date

b. HICAP: Percentage of New Service Failures During First Thirty (30) Calendar Days from Installation Date

c. SUBRATE: Percentage of New Service Failures During First Thirty (30) Calendar Days from Installation Date

#### **B. Repair**

##### **1. Time to Repair**

a. POTS: If and as required by the Commission, out-of-service in excess of twenty-four (24) hours

b. HICAP: Percentage of Repairs Not Completed within two (2) hours

c. SUBRATE: Percentage of Repairs Not Completed within three and one-half (3½) hours

##### **2. Percentage of Initial Trouble Reports**

##### **3. Percentage of Code 4 Troubles**

C. Time to Provide Firm Order Confirmation

1. Switched Services: Percentage of Firm Order Confirmations Provided to Requesting Carrier within four (4) Business Days Receipt of accurate and valid Service Order.
2. HICAP Services: Percentage of Firm Order Confirmations Provided to Requesting Carrier within One (1) Business Day of Receipt of accurate and valid Service Order.

D. Speed of Answer - Measured on an aggregate basis of all calls placed to:

1. Service Center: Percentage of Calls to Service Center made during normal business hours that are answered within ten (10) seconds.
2. Repair Center: Percentage of Calls to Repair Center that are answered within twenty (20) seconds.
3. Operator Services: Toll Assistance Speed of answer (seconds).
4. Operator Services: Directory Assistance Speed of answer (seconds).

## SCHEDULE 10.11.1

### FORM OF REPRESENTATION OF AUTHORIZATION<sup>10</sup>

This Representation of Authorization is delivered by Party A, a \_\_\_\_\_ corporation with offices at \_\_\_\_\_ (“Party A”) to Party B, a \_\_\_\_\_ corporation with offices at \_\_\_\_\_ (“Party B”) pursuant to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of April \_\_, 2000 by and between the Parties (the “**Interconnection Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Interconnection Agreement.

Party A hereby represents to Party B, for purposes of obtaining a Customer’s Customer Proprietary Network Information (“**CPNI**”) or for placing an order to change or establish a Customer’s service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of Party A, Party A acknowledges that it must obtain written authorization in the form of a signed letter (“**Letter**”) that explicitly authorizes Party A to have access to the prospective Customer’s CPNI. The Letter must be signed by the prospective Customer or the prospective Customer’s authorized representative. In order to obtain the CPNI of the prospective Customer, Party A must submit to Party B the Letter. If Party A cannot provide a Letter, then Party B shall not provide CPNI to Party A.
2. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, Party A acknowledges that it must obtain (i) a Letter or (ii) authorization through other means permitted by Applicable Law that governs a PLEC change (“**Documentation of Authorization**”), in each case that explicitly authorizes Party A to change such Customer’s PLEC and provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer’s authorized representative. Party A need not submit the Documentation of Authorization to process a service order. However, Party A hereby represents that it will not submit a service order to Party B unless it has obtained appropriate Documentation of

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<sup>10</sup> For purposes of this **Schedule 10.11.1**, “**Party A**” means the carrier requesting access to a prospective Customer’s CPNI and “**Party B**” means the Party that provides the CPNI. As provided in **Section 10.11.1**, each Party shall deliver to the other Party a Representation of Authorization in the form of this **Schedule 10.11.1**.

Authorization from the prospective Customer and has such Documentation of Authorization in its possession.

3. The Documentation of Authorization must clearly and accurately identify Party A and the prospective Customer. Party B will only disclose CPNI to agents of Party A identified in the Letter or Documentation of Authorization.
4. Party A acknowledges that if the PLEC of its prospective Customer is a carrier other than Party B, Party B may have incomplete, inaccurate or no CPNI on such prospective Customer. In such cases, Party A agrees that it, and not Party B, has the sole obligation to request the CPNI of such prospective Customer from that Customer's PLEC.
5. Party A shall retain all Documentation of Authorization in its files for as long as Party A provides Telephone Exchange Service to the Customer or for as long as Party A makes requests for information on behalf of the Customer.
6. Party A shall make Documentation of Authorization available for inspection by Party B during normal business hours. In addition, Party A shall provide Documentation of Authorization for Customers or prospective Customers to Party B upon request.
7. Party A is responsible for, and shall hold Party B harmless from, any and all Losses resulting from Party B's reliance upon Party A's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI from Party B or placing a service order with Party B for Telephone Exchange Service. In addition, Party A acknowledges that Party B makes no representation or warranty as to the accuracy or completeness of any CPNI disclosed hereunder and that Party B shall have no liability to Party A in connection therewith.
8. If Party A fails to abide by the procedures set forth herein, Party B reserves the right to insist upon the submission of a Letter or other Documentation of Authorization for each Customer in connection with a request for a service order.
9. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this        day of April, 2000

PARTY A

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

## **SCHEDULE 10.11.2**

### **PROCEDURES FOR THE SELECTION OF PRIMARY LOCAL EXCHANGE CARRIERS**

In the event that Requesting Carrier submits an order under this Agreement, and the Customer notifies Ameritech within the greater of ninety (90) days or two (2) billing cycles of the date Requesting Carrier submitted such order that it did not authorize Requesting Carrier to provide local exchange Telecommunications Services to the Customer, Requesting Carrier must provide Ameritech with that Customer's Letter or Documentation of Authorization within three (3) Business Days after receipt of Ameritech's request. In the event that Requesting Carrier cannot provide the Letter or Documentation of Authorization within three (3) Business Days, Requesting Carrier must within three (3) Business Days thereafter:

- notify Ameritech to change the Customer back to the Local Exchange Carrier that provided service to the Customer before the change to Requesting Carrier was made, and
- provide any information and billing records Requesting Carrier has obtained relating to such Customer to the prior carrier; and
- pay Ameritech \$50.00 per line to compensate Ameritech for switching the Customer back to the original carrier.

Any Customer (of Ameritech or Requesting Carrier) may request Ameritech to permit changes of PLEC only upon password-based notification to Ameritech that such Customer wishes to change its PLEC. In such a situation, Ameritech will not change such Customer's PLEC without such password-based notification.

## SCHEDULE 10.12.5

### LAW ENFORCEMENT INTERFACES

**1.0 Introduction.** Consistent with Applicable Law, it is necessary for Requesting Carrier and Ameritech to provide interface requirements to allow Requesting Carrier to use a standard set of procedures for meeting the requirements of applicable law enforcement agencies (“**Law Enforcement Process**”). The Law Enforcement Process will enable Requesting Carrier to provide identical services to its Customers. These services include Annoyance Call Bureau, wire intercept, wire trap, wire trace, fraud control, physical security and subpoena management.

**2.0 Law Enforcement.** Definition - The Law Enforcement Process assures that Requesting Carrier (as a reseller of Resale Services) is in total compliance with law enforcement requirements related to providing local Services to its Customers. Ameritech (switch owner or access provider) agrees to support law enforcement requirements as provided by the CALEA.

### **3.0 Annoyance Call Bureau.**

3.1. Definition - Ameritech Annoyance Call Bureau (AACB) conducts investigations to help determine who the unwanted callers are after victims receive annoying calls and files an official complaint with the local law enforcement agency. Annoying calls are: threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls. The information obtained will only be released to the local law enforcement agency.

3.2. When Requesting Carrier must initiate a wire trap or trace as a result of its customer receiving an annoying call (e.g., threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls), the following operational interfaces should occur:

3.2.1. Requesting Carrier (the reseller) shall inform its Customer that they must file a formal complaint with the local police department and obtain agency’s name, officer’s name and case or report number.

3.2.2. Requesting Carrier shall contact Ameritech Annoyance Call Bureau on behalf of its Customer and provide the required information to initiate trap or call trace.

3.2.3. The AACB shall conduct investigations to determine who the unwanted caller is; work with local police departments to gather evidence; and even testify in court on behalf of Requesting Carrier Customers who have received annoying calls. AACB will build case for and establish trap for twenty-one (21) days. Requesting Carrier shall contact the AACB to renew the trap beyond twenty-one (21) days.

3.2.4. The AACB shall provide to Requesting Carrier a toll free number which will be accessible daily Monday through Friday from 8:00 a.m. - 5:00 p.m.

3.2.5. For non-emergency (not life threatening) situations, Requesting Carrier shall advise its Customer to contact its local Law Enforcement Agency and to provide Requesting Carrier with required information to initiate a trap or call trace. Requesting Carrier will contact AACB during standard operating hours to establish a case. For emergency (life threatening) situations, Requesting Carrier shall inform its Customer to contact its local Law Enforcement Agency and this Agency will contact Ameritech to initiate a trap or call trace.

3.2.6. Additionally, for emergency situations, Ameritech corporate security will provide Requesting Carrier representatives with an emergency security contact number.

3.2.7. Requesting Carrier's Customer must contact Requesting Carrier with the dates and times of the unwanted calls. Requesting Carrier shall fax the dates and times of the unwanted calls to the Annoyance Call Bureau.

3.2.8. At the end of the tracing investigation (twenty-one (21)-day period), Ameritech Annoyance Call Bureau shall send written confirmation to Requesting Carrier informing Requesting Carrier of the disposition of the case (i.e., successful or non-successful). All evidence obtained on a successful case will be forwarded to the local law enforcement agency that Requesting Carrier provided to the AACB. Requesting Carrier shall inform its Customer of the results of the investigation.

3.2.9. If Requesting Carrier Customers call Ameritech to initiate an annoying call report, Ameritech shall advise the person receiving the annoying or harassing to call Requesting Carrier.

#### **4.0 Wire Intercept.**

4.1. Definition - Requests from law enforcement agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously monitor phone calls (e.g., conversations or data) of Requesting Carrier Customers.

4.2. Operational Interface Requirements - The Law Enforcement Agency (e.g., local police department or government organization) shall serve Ameritech with a court order, authorizing Ameritech to conduct a wire intercept on the Requesting Carrier Customer line.

#### **5.0 Pen Register (Dial Number Recorder).**

5.1. Definition - Requests from law enforcement agencies to conduct a "form" of identifying calls dialed by Requesting Carrier Customers in local Exchange Areas. A pen register is a mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the



electrical impulses caused when the dial on the telephone is released. A pen register does not overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2. Operational Interface Requirements - See Wire Intercept **Section 4.1**.

## **6.0 Trace.**

6.1. Definition - A form of electronic identification of calling numbers, where, upon consent from the Requesting Carrier Customer (via Requesting Carrier) or court order, law enforcement officials request a record of calling numbers to the premises of the Requesting Carrier Customer.

6.2. Central Office Features - Call Trace is an advanced custom calling feature which provides Requesting Carrier direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer, but will be provided to law enforcement officials.

## **7.0 Subpoena Management.**

7.1. Definition - The law enforcement process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding, are made and make them readily retrievable by local police departments, government organizations, and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, & trace services, etc.)

7.2. Operational Interface Requirements - The law enforcement agency (e.g., local police department, government organization, or attorney) shall serve Ameritech an original subpoena naming Ameritech in its court document for requests for Customer information (see above definition). Ameritech shall forward call trace information to the law enforcement agency for inquiries regarding Requesting Carrier Customers. If the law enforcement agency serves Requesting Carrier the original subpoena, Requesting Carrier shall forward a copy of the original subpoena to Ameritech and advise the law enforcement agency to re-send an original subpoena naming Ameritech in its court document. Ameritech shall notify Requesting Carrier of the resolution of the investigation. However, Ameritech shall only provide the results of the investigation to the proper law enforcement agency.

7.3. Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones, and telemarketing calls to Requesting Carrier's Customers are pending further discussions with Ameritech.

## SCHEDULE 10.13

### RESALE MAINTENANCE PROCEDURES

By the end of Contract Month 1<sup>11</sup>, 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, maintenance, and testing, for all Resale Services 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.

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<sup>11</sup> Since this Agreement is the result of Requesting Carrier's adoption of the Digital Teleport Agreement (as defined in footnote 9 on Signature page) the term "Contract Month 1" for purposes of **Schedule 10.13** shall mean April \_\_, 2000.

5. If service is provided to Requesting Carrier Customers before the Maintenance EI is established between Requesting Carrier and Ameritech, Requesting Carrier will transmit repair calls to Ameritech repair bureau by telephone.

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 upon request, and at a frequency interval to be agreed upon by the Parties. 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. 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 itself and its subsidiaries, Affiliates and retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedited request, Ameritech will notify Requesting Carrier.

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.

## 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.

Requesting Carrier may request that the standard interval for provisioning will be expedited if Ameritech's standard intervals do not meet the Requesting Carrier Customer's requested due date. Orders will be expedited by Ameritech on the same basis as it expedites orders for itself and its subsidiaries, Affiliates and retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier.

## 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 in an Ameritech Central Office in which the Requesting Carrier has (or is ordering) 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 utilized (or ordered) 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 time 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 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 time 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 Telecommunicating 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.



### **SCHEDULE 12.9.3**

#### **COLLOCATION CAPACITY PLANNING**

By the end of Contract Month 3<sup>12</sup>, 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.

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<sup>12</sup> Since this Agreement is the result of Requesting Carrier's adoption of the the Digital Teleport Agreement (as defined in footnote 9 on Signature page) the term "Contract Month 3" for purposes of **Schedule 12.9.3** shall mean July \_\_, 2000.

## SCHEDULE 12.12

### DELIVERY OF COLLOCATED SPACE

#### 1.0 Delivery of Physical Collocation Space

1.1 Upon receiving the written notification of the availability of Collocation space from Ameritech, Requesting Carrier shall send written verification that it still requires each Collocation space requested on Requesting Carrier's application 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 payment of forty percent (40%) 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.

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 request for Collocation pursuant to **Section 12.12**, Requesting Carrier shall pay the COBO charges as follows:

Initial COBO Payment: 40% of COBO charges

Delivery by Ameritech of confirmation  
that construction of space is fifty percent  
(50%) complete: 40% of COBO charges

Completion of space conditioning: 20% of COBO charges

If Requesting Carrier's credit rating is not satisfactory within the aforementioned period, Requesting Carrier shall pay Ameritech the COBO charges in accordance with the provisions of Ameritech's applicable tariff.

#### 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 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. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system or the existing commercial power facility, conversion of non-Collocation space, compliance with

federal and state requirements or other modifications required by local ordinances. Ameritech will charge for these costs on a time-sensitive or time-and-materials basis. An estimate of such costs plus contribution will be provided to Requesting Carrier prior to commencing such work. Extraordinary costs will only be billed to Requesting Carrier if such costs have been authorized by Requesting Carrier. Ameritech must advise Requesting Carrier if extraordinary costs will be incurred within ten (10) Business Days after Requesting Carrier's walkthrough. Otherwise, Requesting Carrier will not be responsible for such costs. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

At the initial walkthrough 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 walkthrough, Ameritech shall provide to Requesting Carrier a written proposal that details the associated requirements and the applicable charges required to meet Requesting Carrier's specific request and the expected service date. Requesting Carrier shall acknowledge acceptance of the charges in the written proposal by signing it and returning a copy to Ameritech. The Requesting Carrier will sign and return the proposal within a reasonable time as delay may jeopardize the due date. Upon receipt of Requesting Carrier's signed proposal, Ameritech will begin the work and charge Requesting Carrier for the actual time and material needed to complete the modifications plus a reasonable contribution. In no case will actual charges exceed those estimated by more than ten percent (10%).

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 customer'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.

### **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 and Virtual Collocation:

1. Ameritech shall provide to Requesting Carrier any intraoffice facilities that Requesting Carrier requests and that Ameritech provides by tariff or contract to any carrier.
2. 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.
3. Requesting Carrier may provide basic telephone service with a connection jack for the Collocated space.
4. 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.
5. Where available and consistent with reasonable security restrictions, Ameritech shall provide access to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for Requesting Carrier personnel and its designated agents.
6. 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.
7. Ameritech shall provide Requesting Carrier with written notice five (5) Business Days prior to those instances where Ameritech or its subcontractors may be performing nonemergency 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.

8. Requesting Carrier shall not be required by Ameritech to relocate its equipment during the Initial Term or any Renewal 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.

9. 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 at parity with 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.

10. 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.

11. 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.

12. Power plant alarms shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

13. Cabling shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

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

15. Within ten (10) Business Days after the initial walkthrough, 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. Subject to space limitations and Requesting Carrier's compliance with the applicable request process and payment requirements for the space, Ameritech shall provide space, as requested by Requesting Carrier, to meet Requesting Carrier's needs for placement of equipment necessary for Interconnection and access to Network Elements.
2. Ameritech shall allow requests for contiguous space in increments of 100 ft<sup>2</sup> if the space is not subject to outstanding requests by other Telecommunications Carriers.
3. Other than reasonable security restrictions, Ameritech shall place no restriction on access to the Requesting Carrier Collocated space by Requesting Carrier's employees and designated agents. Such space shall be available to Requesting Carrier designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those Ameritech places on its own personnel or independent contractors.
4. For each building in which Collocated space is provided and upon request by Requesting Carrier for that building, Ameritech will, at its option, either certify that the building complies with all applicable environmental, health and safety regulations or complete an Environmental, Health & Safety Questionnaire in such form as agreed to by the Implementation Team. Requesting Carrier may provide this questionnaire with its request for Collocation and Ameritech shall return it or the applicable certification to Requesting Carrier within ten (10) Business Days after Ameritech's receipt thereof.
5. 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.
6. 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.
7. Central Office power supplied by Ameritech into the Requesting Carrier equipment area shall be supplied 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.

8. 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.

9. Ameritech shall within ten (10) Business Days after the initial walkthrough 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.

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

11. Ameritech shall within thirty (30) days of the Service Start Date provide to Requesting Carrier (i) work restriction guidelines related to any restrictions on the manner in which a Requesting Carrier contractor 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.



## PRICING SCHEDULE — OHIO<sup>1</sup>

### ITEM I. 9-1-1 Service

See Exhibit PS-I

### ITEM II. Reciprocal Compensation/Transit Service Charge

- a. Reciprocal Compensation
  - i. End Office Local Termination (LS) \$\$.003815 per minute
  - ii. Tandem Switching (TS) \$\$.000660 per minute
  - iii. Tandem Transport Termination (LTT) \$\$.000155 per minute
  - iv. Tandem Transport Facility Mileage (LTF) \$\$.000006 per minute/mile<sup>2</sup>
- b. Transit<sup>3</sup>
  - i. Transit Tandem Switching \$\$.004587 per minute
  - ii. Transit Tandem Transport \$\$.000226 per minute
  - iii. Transit Tandem Transport Facility \$\$.000188 per minute

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<sup>1</sup> Certain of the rates, charges and prices contained in this Pricing Schedule have been established by the Commission pursuant to the procedures mandated in its November 24, 1998 order, issued in Docket No. 96-922 TP-UNC (the “TELRIC Order”). Notwithstanding anything to the contrary in this Agreement, including Section 28.2, if the Commission, a court or other tribunal of competent jurisdiction issues a subsequent order or decision modifying the rates established in accordance with the TELRIC Order, or changing a rate that generally applies to the products and services available in this Agreement (a “Subsequent Order”), the Parties agree to substitute the TELRIC Order rates with such new or modified rates, charges or prices established in the Subsequent Order and such rates, charges and prices shall be effective in accordance with the Subsequent Order.

<sup>2</sup> Mileage calculated from the originating Party’s point of Interconnection to the terminating Party’s End Office.

<sup>3</sup> Not included in TELRIC Order.

**ITEM III. Information Services Traffic<sup>4</sup>**

Information Services Billing and Collection: \$0.03 per message

**ITEM IV. BLV/BLVI Traffic**

a. BLV/BLVI Traffic

b. Busy Line Verification (BLV):  
\$0.652146 per use

c. Busy Line Verification Interrupt  
\$0.757940 per use  
(BLVI):  
(in addition to BLV charge)

**ITEM V. Unbundled Network Elements**

1. Unbundled Loop Rates<sup>5</sup>

i. Recurring Rates

	Monthly Rates Rate Zone <sup>1</sup>		
	<u>B</u>	<u>C</u>	<u>D</u>
2-Wire Analog			
Basic	\$5.93	\$7.97	\$9.52
Ground Start	\$6.16	\$8.59	\$10.11
COPTS Coin	\$5.93	\$7.97	\$9.52

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<sup>4</sup> Not included in TELRIC Order.

<sup>5</sup> Additional Loop conditioning charges are applicable if the distance requested on an ordered Loop exceeds such Loop's corresponding transmission characteristics as set forth in **Section 2.1.3** of **Schedule 9.5**.

	Monthly Rates Rate Zone <sup>1</sup>		
	<u>B</u>	<u>C</u>	<u>D</u>
Electronic Key Line	\$7.45	\$12.11	\$13.44
4-Wire Analog	\$10.38	\$16.50	\$19.46
Digital			
ISDN - 2-Wire	\$6.47	\$9.43	\$10.88
4-Wire 64 Kbps	\$66.52	\$66.14	\$66.26
4-wire 1.544 Mbps	\$67.30	\$82.18	\$62.87
2-Wire ADSL- Compatible	\$5.93	\$7.97	\$9.52
2-Wire HDSL- Compatible	\$5.93	\$7.97	\$9.52
4-Wire HDSL- Compatible	\$10.38	\$16.50	\$19.96
Cross Connect Charge (additional, per cross connect):			
2-wire		\$.15	
4-wire		\$.30	
6-wire		\$.46	
8-wire		\$.61	
DS1		\$.41	
DS3		\$.72	
Service Coordination Charge, per Central Office		\$.49	
1. Non-Recurring			

		Monthly Rates Rate Zone <sup>1</sup>		
		<u>B</u>	<u>C</u>	<u>D</u>
Rates				
	Service Order—Establish Change: (Business or Residence)	\$16.23 <sup>6</sup>		
	Line Connection: (Business or Residence)	\$31.00 <sup>7</sup>		
2.	Network Interface Device <sup>8</sup>	No charge		
3.	Switching			
1.	Unbundled Local Switching			
			<u>Non-Recurring</u>	<u>Monthly</u>
	(1) Custom Routing - per new LCC, per switch		\$305.67	-
	(2) ULS Ports - Basic Line Port, per port		\$48.53	\$4.63
	- Ground Start Line Port, per port		\$48.53	\$4.95
	- COPTS-Coin Line Port, per port		\$48.27	\$4.92
	- ISDN-Direct Port, per port per telephone number		\$48.53	\$28.30 \$0.01
	- DID Trunk Port, per port per telephone number		\$48.53	\$12.74 \$0.01
	- ISDN Prime Trunk Port, per port per telephone number		\$729.13	\$147.30 \$0.01
	- ADTS/DID Trunking Trunk Port, per port		\$729.13	\$106.27

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<sup>6</sup> The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.

<sup>7</sup> The Line Connection Charge applies to each Loop.

<sup>8</sup> Access to Network Interface Device for Accessing Customer Premises Wiring (Inside Wire).

- DS1 Port	\$43.86	\$82.12
- Centrex Basic Line Port, per port	\$48.53	\$8.95
- Centrex ISDN Line Port, per port	\$48.53	\$45.23
- Centrex EKL Line Port, per port	\$48.53	\$27.43
- Centrex Attendant Console Line Port, per port	\$97.06	\$87.70

(3) Centrex System Charges

- System Features, per common block	-	\$307.14
- Common Block establishment, each	\$496.73	-
- System features change or rearrangement, per feature, per occasion	\$68.07	-
- System feature activation, per feature, per occasion	\$262.24	-

2. Service Charges

Initial Port Connection Charge - Line Port	\$48.53	-
Initial Port Connection Charge - Attendant Console Port	\$97.06	-
Initial Trunk Port Connection Charge	\$729.13	-
Subsequent Port Connection Charge	\$16.10	-
Service Ordering Charges		
- <u>Initial</u> Line port, per occasion	\$16.10	-
Trunk port, per occasion	\$327.35	-
- <u>Subsequent</u> per occasion	\$16.10	-
- Record Order per occasion	\$14.35	-
Conversion Charge		
- change from one type of line-port to another, per each changed	\$43.86	-
Ameritech Cross-Connection Service per carrier		\$ .15

transport facility,		
- 2-Wire (Line port), each		
- DS1 (Trunk port) (each individual trunk)	-	\$ .41
3. Service Coordination Fee		
- per carrier bill, per switch	-	\$ .49
4. Subsequent Training	\$79.24	
- per Company person, per hour		
5. Unbundled Local Switching (ULS) Usage	\$35,963.30	-
- Billing Development		
		<u>Minute-of-Use</u>
- Per minute-of-use or fraction thereof		\$ .0003226
- Daily usage feed, per message		\$ .000885
4. Unbundled Tandem Switching		
Tandem Trunk Port (DS1) with Features	\$775.92	\$122.82
Service Order Charge per DS1 Trunk Port	\$380.26	-
Subsequent Changes, per Trunk group	\$25.18	-
DS-1 Cross Connect	-	\$ .41
	<u>Per Minute</u>	
Usage Without Tandem Trunk ports	\$ .000689	
	<u>Non-Recurring Charge</u>	<u>Monthly</u>
5. Interoffice Transmission Facilities		
• DS-1 (Terminating Bit Rate 1.544 Mbps)		
- Entrance Facility - Per Point of Termination		
Zone 1		\$ 67.30
Zone 2		\$ 82.18
Zone 3		\$ 62.87
- Interoffice Mileage Termination - Per Point of Termination		\$ 15.68
All Zones		\$ 1.74

- Interoffice Mileage - Per Mile All Zones		
- Optional Features and Functions		
(a) Clear Channel Capability - Per 1.544 Mbps Circuit Arranged All Zones	\$ 402.28	
(b) Central Office Multiplexing - DS-1 to Voice/Base Rate/128.0, 256.0, 384.0 Kbps Transport All Zones		\$279.80
(c) DS-1 Cross-Connection - Per Circuit All Zones		\$ .41
• DS-3 (Terminating Bit Rate 44.736 Mbps with Electrical Interface)		\$ 594.33
- Entrance Facility - Per Point of Termination		\$ 684.99
Zone 1		\$ 735.37
Zone 2		
Zone 3		
- Interoffice Mileage Termination - Per Point of Termination All Zones		\$ 135.40
- Interoffice Mileage - Per Mile All Zones		\$ 22.90
- Optional Features and Functions		
(a) Central Office Multiplexing - DS-3 to DS-1 Per Arrangement All Zones		\$ 372.85
(b) DS-3 Cross Connection - Per Circuit All Zones		\$ .72
• OC-3 (Terminating Bit Rate 155.52 Mbps)		
- Entrance Facility - Per Point of Termination All Zones		\$ 269.65
- Interoffice Mileage Termination - Per Point of		
	T	\$2,733.58
	e	
	r	*
	m	\$ 206.39
	i	

	n	
	a	
	t	\$528.23
	i	
	o	
	n	\$ 101.70
		\$ 31.40
		40.23
	All Zones	
-	Interoffice Mileage - Per Mile	\$ 40.23
	All Zones	
-	Optional Features and Functions	
	(a) OC-3 Add/Drop Multiplexing - Per Arrangement	
	All Zones	\$ 47.49
	(b) Add/Drop Function	
	- Per DS-3 Add or Drop	
	All Zones	\$ 74.32
	- Per DS-1 Add or Drop	
	All Zones	
	(c) 1+1 Protection - Per OC-3 Entrance Facility	
	All Zones	
	(d) 1+1 Protection with Cable Survivability - Per OC-3 Entrance Facility	
	All Zones	
	(e) 1+1 Protection with Route Survivability	
	(1) Per OC-3 Entrance Facility	
	(2) Per Quarter Route Mile	
	All Zones	
	(f) Cross-Connection of Services OC-3 to OC-3 Cross-Connect - Per Circuit	
	All Zones	
		\$ 47.49



\$ 74.32

\*Apply Rates and Charges as (c) above plus (2) below

- OC-12 (Terminating Bit Rate 622.08 Mbps)
    - Entrance Facility - Per Point of Termination  
All Zones
    - Interoffice Mileage Termination - Per Point of Termination
- |   |   |            |           |
|---|---|------------|-----------|
|   | T<br>e<br>r<br>m<br>i<br>n<br>a<br>t<br>i<br>o<br>n |            | \$ 464.01 |
|   |   |            | \$ 554.09 |
|   |   |            | \$ 370.39 |
|   |   | \$2,733.58 | \$ 592.17 |
|   |   | *          | \$ 141.66 |
|   |   |            | \$ 30.72  |
| - Interoffice Mileage - Per Mile<br>All Zones   |   |            | \$ 198.99 |
| - Optional Features and Functions   |   |            |           |
| (a) OC-12 Add/Drop Multiplexing - Per Arrangement<br>All Zones                                  |   |            | \$ 198.99 |
| (b) Add/Drop Function   |   |            |           |
| - Per OC-3 Add or Drop<br>All Zones   |   |            | \$ 42.08  |
| - Per DS-3 Add or Drop<br>All Zones   |   |            |           |
| (c) 1+1 Protection - Per OC-12 Entrance Facility<br>All Zones                                   |   |            | \$ 391.72 |
| (d) 1+1 Protection with Cable Survivability - Per<br>OC-12<br>Entrance<br>Facility<br>All Zones |   |            |           |
| (e) 1+1 Protection with Route Survivability   |   |            |           |



Arrangement (not to exceed 12 DS3s or equivalent)	
All Zones	\$ 70.75
(b) Add/Drop Function	
- Per OC-12 Add or Drop	
All Zones	\$ 955.39
- Per OC-3 Add or Drop	
All Zones	
- Per DS-3 Add or Drop	
All Zones	
(c) 1+1 Protection - Per OC-48 Entrance Facility	
All Zones	
(d) 1+1 Protection with Cable Survivability - Per	
OC-48	
Entrance	
Facility	
All Zones	
(e) 1+1 Protection with Route Survivability	
(1) Per OC-12 Entrance Facility	
(2) Per Quarter Route Mile	
All Zones	
(f) Cross-Connection of Services OC-48 to OC-48	
Cross-Connect - Per Circuit	
All Zones	

\*Apply Rates and Charges as (c) above plus (2) below

- Installation and Rearrangement Charges

Description	Administration Charge Per Order	Design & Central Office Connection Charge Per Circuit	Carrier Connection Charge Per Order
DS-1 Service (1.544 Mbps)			
- All Zones	\$ 394.30	\$ 624.17	\$ 512.19
DS-3 Service (44.736 Mbps)			
- All Zones	\$ 299.28	\$ 663.29	\$ 351.77
OC-3 Service (155.52 Mbps)			
- All Zones	\$ 116.40	\$ 487.96	\$652.38
OC-12 Service (622.08 Mbps)			
- All Zones	\$ 116.40	\$ 487.96	\$652.38
OC-48 Service (2488.32 Mbps)			
- All Zones	\$ 116.40	\$ 487.96	\$652.38

## 6. Signaling Networks and Call-Related Databases

### 1) Signaling Networks

Signaling Link <sup>9</sup>	FCC No. 2, Section 8.3.1	NRC	Monthly
Port Termination			\$302.76 (monthly)
Signal Switching IAM			\$.000135 per message
Signal Switching TCAP			\$.000120 per message

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<sup>9</sup> Interim rate until TELRIC rate is established by the Commission in a Cost Docket.

Non-Recurring Costs	NRCs
Port Termination	\$665.69
Originating Point Code per service added or changed	\$24.21
Global Title Address Transfer per service added or changed	\$13.03

2) Call-Related Databases

Regional STP Interconnection

- 800DB Carrier-ID-Only	\$ .001216
- 800DB Routing Options	\$ .000146

Unbundled Local Switching Interconnection

- 800DB Call Routing	\$ .002313
- 800DB Routing Options	\$ .000434

Interconnection at Regional STP

	\$ .016290
- LIDB Validation	\$ .000020
- LIDB Transport	

Unbundled Operator Services

- LIDB Validation	\$ .016290
- LIDB Transport	\$ .000309
- Out-of-Region-Query	\$ .060644

3) Service Management Systems

Access to Databases - to the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process.

7. Operator Services and Directory Assistance

1) Operator Services

Manual Call Assistance Occurrences - rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.

\$ .337040 per occurrence

Automated Call Assistance Occurrences - rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.

\$.23352 per occurrence

Busy Line Verification

(BLV): \$.652146

Busy Line Verification - Interrupt

(BLVI) (in addition to BLV charge): \$.757940

Branding per trunk group - \$296.97 non-recurring charge

2) Directory Assistance

Branding is a one-time charge assessed, on a per trunk group basis, for the mechanized front-end branding of Directory Assistance calls.

Information Call Completion rates apply on a completed call basis. In addition to the charge for Information Call Completion, normal Directory Assistance charges and applicable usage charges apply, if the call is completed on Ameritech's network. If a call is not completed, only the appropriate charge for Directory Assistance Service will apply.

Rates do not include custom routing, unbundled Network Elements, End Office or tandem switching (where requested).

	<u>Price Per Call</u>	<u>Non-Recurring Charge</u>
Information Call Completion, per completed call	\$.020938	
Branding, per trunk group <sup>10</sup>		\$296.97

Monthly Payment  
Term Payment Plans

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<sup>10</sup> When branding service is provided on a combined toll and assist Operator Service and Directory Assistance trunk group basis, as technically feasible, a single branding charge will apply. Requesting Carrier is also responsible for the rates applicable to custom routing, transport and any other services or Network Elements it orders to deliver its traffic to Ameritech's switch on separate direct trunks.

<u>Description</u>	<u>1 Month</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
Directory Assistance, Term Payment Plan, rate per call	\$.334038	\$.334038	\$.334038	\$.334038

The minimum period for the Term Payment Plan is one month, unless otherwise specified. The month-to-month price is subject to Ameritech initiated changes.

3) Directory Assistance Facilities

Access to Databases - To the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process

8. Rates for Maintenance.<sup>11 12</sup>

(1) Trip Charge - \$69.27 per trouble dispatch.

(2) Time Charge - \$28.52 per quarter hour with a quarter hour minimum and quarter hour increments.

**ITEM VI. Wholesale Resale Services**

See Schedule 10.1

**ITEM VII. Collocation**

See Exhibit PS-VII and PS-VII-A

**ITEM VIII. Structure**

See Exhibit PS VIII

**ITEM IX. Service Provider Number Portability**

See Section 13.8

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<sup>11</sup> Rates as of the Effective Date. The rates for maintenance shall be revised from time to time consistent with those rates that Ameritech charges its retail Customers.

<sup>12</sup> Not included in TELRIC Order.

**ITEM X. Signaling Networks and Call-Related Databases**  
(as a TC Service)

See Exhibit PS X

**ITEM XI. Operator Services and Directory Assistance**  
(as a TC Service)

See Exhibit PS XI

**E911 SERVICES PROVIDED:**

1. *Service Elements*<sup>1/</sup>

	<b>Non-recurring Charge</b>	<b>Monthly Rate</b>
ANI/ALI/SR and Database Mgt. Automatic Number Identification, Automatic Location Identification, and Selective Routing per 1000 Access Lines <sup>2/</sup> serviced by the E911 Network	\$105.00	\$75.00
 Channel Conditioning Charges - Per Channel		
- Back to Back	\$775.00	\$35.50
- Collocated	\$775.00	\$35.00
- Direct (1 <sup>st</sup> Channel)	\$775.00	\$220.50
Channels 2 - 24	\$750.00	\$5.50
 Control Office Administration - Per NXX	 \$250.00	 \$5.50

2. *Other Applicable Charges and Payments*<sup>3/</sup>

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<sup>1</sup> Not included in TELRIC Order.

<sup>2</sup> The minimum charge is based upon 1000 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS data base, including those that are outside of the Customer's geographic boundary jurisdiction, but within Requesting Carrier's exchange boundary and set for routing via the E911 network.

<sup>3</sup> Not included in TELRIC Order.



## EXHIBIT PS-I

### RATE TABLE — OHIO

The rate and charges for route Diversity will be determined on a case by case basis.

The charges for Alternate Control Office Access, enabling routing of 911 calls across multiple selective routing areas, is in addition to all other charges, and subject to Ameritech's approval.

Alternate Control Office Access - Per Trunk Group \$1,250.00

Address & Routing File (ARF) - Per File Request \$125.00  
(Per 100,000 Street Segments)

Manual Updates - Per record, per occasion \$4.25

#### SERVICES PROVIDED

9. Exchange covered by Agreement:

Ameritech shall provide E911 Service described in **Section 3.9** and selected by Requesting Carrier in the Exchange Area(s) in which both of the following conditions are met: (1) Requesting Carrier is authorized to provide local exchange Telecommunications Services in such Exchange Area(s), and (2) Ameritech is the 911 service provider in such Exchange Area(s).

10. Requesting Carrier Updates:

If Requesting Carrier elects to furnish daily updates to the Customer information contained within the Requesting Carrier database, Ameritech will provide Requesting Carrier with the proper address to which updates should be sent.

**COLLOCATION  
EXHIBIT PS - VII  
PHYSICAL COLLOCATION -- OHIO**

Rates and Rate Elements Applicable to <i>(100 SqFt ) Caged</i> Physical Collocation <i>Only</i>	RATES	
<u>Rate Element Description</u>	NRC	RC
OrderCharge/order COBO - initial 100 sq ft	\$ 292.12	\$ 717.53
COBO - per add'l 100 sq ft		\$ 293.53
CO floor space/100 sqft		\$ 505.43
Node enclosure - init 100 sqft		\$ 62.22
Node enclosure - ea addl 100 sqft		\$ 24.57

Rates and Rate Elements Applicable to <i>All Physical</i> Collocation <i>Offerings</i>	RATES	
<u>Rate Element Description</u>	NRC	RC
Cable Pulling Ca Vault to Node - 1st ft	\$ 87.57	
Cable Pulling Ca Vault to Node - ea addl ft	\$ 0.89	
Power Delivery/Power lead	\$ 1,853.37	
Space Reservation	\$ 754.52	
Entrance Conduit/innerduct/ft		\$ 0.07
Passive bay Term (bay & Panel)/DS1 term		\$ 0.56
Passive bay Term (bay & Panel)/DS3 term		\$ 6.96
200 Conductor Block (outside node)		\$ 61.46
Digital Timing Source/synch signal provided		\$ 12.25
DS1 repeater		\$ 5.69
DS3 repeater		\$ 33.00
Security Photo ID card	\$ 10.02	

**COLLOCATION  
EXHIBIT PS - VII  
PHYSICAL COLLOCATION -- OHIO**

Rates and Rate Elements Applicable to <i>All Physical &amp; Virtual Collocation Offerings</i>	RATES	
<u>Rate Element Description</u>	NRC	RC
Cable Vault Splicing - per initial	\$ 216.09	
Cable Vault Splicing - per subsequent	\$ 15.85	
Splice Testing - per initial	\$ 49.62	
Splice Testing - per subsequent	\$ 2.92	
Cable Pulling MH to Cable Vault-1st ft	\$ 234.68	
Cable Pulling MH to Cable Vault-ea addl ft	\$ 1.17	
Diverse Riser/flr traversed	\$ 488.80	
Power Consumption/Fuse Amp		\$ 6.96
Power Msmt Billing/Customer Arrgt		N/A
Power Consumption/KWH		N/A
Power Msmt/Customer Arrgt	N/A	
Power Msmt Engrg Charge/Existing Arrgt	N/A	
200 Conductor Electrical Cross Connect Block		\$ 61.46
Digital Cross-Connect Panel (DSX3)/DS3 term		\$ 14.54
Digital Cross-Connect Panel (DSX1)/DS1 panel		\$ 42.43
Optical Cross-Conn Panel/OCX Panel segment		\$ 5.57
Riser Space/ft		\$ 1.12

Rates and Rate Elements Applicable to <i>Virtual Collocation Only</i>	RATES	
<u>Rate Element Description</u>	NRC	RC
Service Order	\$ 119.11	
Cable Pulling-Vault to LGX Panel - 1st ft	\$ 87.57	
Cable Pulling-Vault to LGX Panel-ea addl ft	\$ 0.89	
Proj Mgmt Fee - initial 7' bay	\$ 3,018.11	
Proj Mgmt Fee - ea subs 7' bay	\$ 1,509.06	
Proj Mgmt Fee - initial shelf	\$ 2,263.58	
Proj Mgmt Fee - ea addl shelf	\$ 1,358.15	
Proj Mgmt Fee - per rearrangement	\$ 1,810.87	
Power Delivery/7' Bay	\$ 1,853.37	
Thru Connect per DSX1 to DSX1	\$ 7.09	\$ 0.22
Thru Connect per OCX to OCX	\$ 7.09	\$ 1.66

Rates and Rate Elements Applicable to <i>Virtual</i> Collocation <i>Only</i>	RATES	
7' Bay (Co. provided/installed)/bay	\$ 513.01	\$ 26.25
7' Bay (cust provided/installed)/bay		\$ 22.54
Riser Space/fiber termination		\$ 1.45
Digital Timing Source/timing ckt		\$ 2.45
Entrance Facility/ft		\$ 0.07

Ameritech Cross-Connection Service for Interconnection ( <i>ACCSI</i> ) <sup>1/</sup>		
RATES		

<u>Rate Element Description</u>	NRC	RC
2-Wire		\$ 0.21
4-Wire		\$ 0.42
6-Wire		\$ 0.63
8-Wire		\$ 0.84
DS1		\$ 6.89
DS3		\$ 1.10
OC3		See FCC#2 Sec. 7.5.10(A)(4)(c)
OC12		See FCC#2 Sec. 7.5.10(B)(4)(c)
OC48		See FCC#2 Sec. 7.5.10(C)(4)(c)
LT1		\$ 6.89
LT3		\$ 1.10

<sup>1/</sup> Not included in TELRIC Order.

Collocator to Collocator Cross Connect Service for Interconnection ( <i>CCCSI</i> ) <sup>2/</sup>	RATES	
<u>Rate Element Description</u>	NRC	RC
Cable Racking/ft	\$ 1.34	
Project Management Fee		\$ 1,066.44

<i>Premises Report</i> <sup>3/</sup>	RATES	

<i>Premises Report</i> <sup>3/</sup>	RATES	
<u>Rate Element Description</u> Premises Report	NRC T&M	RC

Note: T & M = Time and Materials

<sup>2/</sup> Not included in TELRIC Order.

<sup>3/</sup> Not included in TELRIC Order.

EXHIBIT PS-VIII  
STRUCTURE PRICING  
OHIO

POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS

	<u>Nonrecurring Charge</u>	<u>Per Year</u>
Administrative Fee <sup>1</sup>		
- per request or assignment	\$200.00	
Pole Attachment Fee		
- per pole, per year for each one foot of usable space occupied and for each power supply or equipment case or cabinet attached to a pole		\$2.52
Conduit Attachment Fee		
- per foot of innerduct occupied per year		\$.37 <sup>2</sup>

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 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<sup>3</sup> - \$200.00 per request or assignment.

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<sup>1</sup> Not included in TELRIC Order.

<sup>2</sup> If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.

<sup>3</sup> Not included in TELRIC Order.

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 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 Requesting Carrier.
- b. Record Searches and Information Requests - The full cost to Ameritech to research records and assemble information to respond to Requesting Carrier's request for information and, if applicable, to meet with Requesting Carrier to clarify the map, record or information.

Prior to initiating Initial Map Preparation or Record Searches and Information Requests, 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. Requesting Carrier shall pay the amount by which the costs of the request exceeds the estimate. Ameritech will reimburse to 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 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, Requesting Carrier shall deposit with Ameritech against the Make Ready Work Charges, Ameritech's estimated amount of the Make Ready Work Charges. 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, 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 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 Requesting Carrier's proportionate share of the Make Ready Work Charges.

4. Attachment Fees. Attachment Fees are the recurring charges to 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, 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, 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 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: \$2.52 per pole, per year for each one foot of space occupied by Requesting Carrier's Attachments.
- 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 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 Requesting Carrier's Attachment, plus the cable racking and maintenance loop space measured by the length of 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:  
  
\$.37 per foot of Inner-duct or cable racking and maintenance loop space occupied per year.
- 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 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 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 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. Periodic Inspection Fees

Periodic inspection fees will be assessed to cover 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.

1. "Rate Zone" is defined in Ameritech's applicable tariffs for business and residential Exchange Line Services.

## EXHIBIT PS-X

### SIGNALING NETWORKS AND CALL-RELATED DATABASES

#### 1. Signaling Networks — STP Access as a Service<sup>1</sup>

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<sup>2</sup>

-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<sup>3</sup>

-800 DB Carrier-ID-Only	FCC No. 2 Section 6.9
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<sup>1</sup> Not included in TELRIC Order.

<sup>2</sup> Not included in TELRIC Order.

<sup>3</sup> Not included in TELRIC Order.



**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<sup>1</sup> ("**SBC Ohio**") and Choice One Communications of Ohio ("**CLEC**") is dated \_\_\_\_\_, 2003.

**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.

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.

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<sup>1</sup> 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.

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 31<sup>st</sup> 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.

Choice One Communications of Ohio

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FACILITIES-BASED OCN # \_\_\_\_\_

ACNA HOC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*For/* President - Industry Markets

DEC 29 2003

**Mike Auinbaur**

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**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO  
AND  
CHOICE ONE COMMUNICATIONS OF OHIO INC.**

The Interconnection Agreement ("the Agreement") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio<sup>1</sup> ("SBC Ohio") and Choice One Communications of Ohio Inc. ("CLEC") is hereby amended as follows:

1. Revised Price Schedule – Emergency Number Service Access which is attached hereto.
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 and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-OHIO shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC-13STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-13STATE state in which this Agreement is effective, and

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<sup>1</sup> 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.



the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC-13STATE's right to exercise its option at any time to adopt on a date specified by SBC-13STATE the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

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5.

The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio ("PUCO"). Based upon PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31<sup>st</sup> day after filing.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 21<sup>st</sup> day of December, 2004, by The Ohio Bell Telephone, L.P. d/b/a SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Choice One Communications of Ohio Inc.

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

By: Marshall K Howard

By: Kathy J. Wilkinson

Name: Marshall K Howard  
(Print or Type)

Name: Kathy J. Wilkinson  
(Print or Type)

Title: VP Access Res Hlths  
(Print or Type)

Title: <sup>For</sup> Senior Vice President -  
Industry Markets & Diversified Businesses

Date: 12/21/04

Date: 12-21-04

FACILITIES-BASED OCN # 3765, 9544

ACNA HOC

OHIO	SBC	
	Recurring Monthly	Nonrecurring
<b>Emergency Number Services Access**</b>		
9-1-1 Selective Router Interconnection		
Digital DS1 Interface	\$ 336.44	\$ 759.98
Each DS0 Installed	NA	\$ 364.69
Analog Channel Interface	\$ 28.72	\$ 436.62
ANI/ALI/SR and Database Management		
Per 100 Records	\$ 5.32	\$ 709.49
Access Routing File (CD-ROM)	\$ 25.82	
9-1-1 Selective Router Switch Administration		
Per Selective Router	\$ 5.55	\$ 2,645.15

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO  
AND  
CHOICE ONE COMMUNICATIONS OF OHIO, INC.**

The Ohio Bell Telephone Company d/b/a SBC Ohio (SBC Ohio) <sup>1</sup>, as the Incumbent Local Exchange Carrier in Ohio, (hereafter, "ILEC") and Choice One Communications of Ohio, Inc. as a Competitive Local Exchange Carrier ("CLEC"), 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 Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan)("Amendment"). CLEC is also referred to as a "LEC."

1.0 Scope of Amendment

- 1.1 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 ISP 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") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) 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 and Section 251(b)(5) 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.

2.0 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to ISP-Bound Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Compensation Rate Schedule
  - 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 rebuttable presumption in Section 2.6. In addition, the amount and the types of traffic compensable under this amendment, at the rates set forth in this amendment, are subject to the growth caps in Section 2.3 and the new market restrictions in Section 2.4. The growth caps set forth in section 2.3, and the new market restrictions set forth in section 2.4, are applicable from the Effective Date set forth in Section 1.1 of this Amendment through October 8, 2004.

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<sup>1</sup> 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.

2.2.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic on a minute of use basis, at \$.0007 per minute of use.

2.2.3 The Parties agree to compensate each other for the transport and termination of Section 251(b)(5) Traffic pursuant to the Amendment to the Interconnection Agreement - Ohio by and between The Ohio Bell Telephone Company and Choice One Communications of Ohio, Inc. effective June 24, 2002. If the rates reflected in this Section 2.2.3 should be modified by the Commission during the term of the Interconnection Agreement the parties agree to implement such modified rates in accordance with the effective date ordered by the Commission. The parties agree to modify this Section 2.2.3 accordingly.

### 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 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
January 1, 2004 through October 8, 2004	Year 2002 compensable ISP-Bound minutes
October 9, 2004 and beyond	No cap

Notwithstanding anything contrary herein, in Calendar Year 2004, CLEC and ILEC agree that ISP-Bound Traffic exchanged between CLEC and ILEC during the period from January 1, 2004 through October 8, 2004 that exceeds Year 2002 compensable ISP-bound minutes shall be subject to a Bill and Keep arrangement.

2.3.2 For the period beginning with the Effective Date set forth in Section 1.1 through October 8, 2004, ISP-Bound Traffic minutes that exceed the applied growth cap will be subject to a Bill and Keep arrangement. "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.

2.3.3 ISP traffic exchanged between CLEC and ILEC after October 8, 2004, shall not be subject to a growth cap for the remainder of this agreement.

### 2.4 Bill and Keep for ISP-Bound Traffic in New Markets

2.4.1 For the period beginning with the Effective Date set forth in Section 1.1 through October 8, 2004, Bill and Keep will be the reciprocal compensation arrangement for all ISP-Bound Traffic between CARRIER and ILEC for all Ohio LATAs in which CLEC and ILEC had not previously exchanged ISP-Bound Traffic prior to April 18, 2001.

### 2.5 Segregation of Traffic for Billing

2.5.1 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC up to and including October 8, 2004, both Parties shall segregate the traffic that is subject to a Bill and Keep arrangement 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.

### 2.6 Limitation of Applicability of Growth Caps and new Market Restrictions

2.6.1 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-Bound Traffic up to and including October 8, 2004, and does not include Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

## 2.7 ISP-Bound Traffic Rebuttable Presumption

2.7.1 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 terms in this Section 2.0. Either Party has the right to rebut the 3:1 ISP presumption 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 ILEC will remain obligated to pay reciprocal compensation rates for Section 251(b)(5) Traffic at the rates set forth in Section 2.2.3 and ISP-Bound Traffic at the rates set forth in Section 2.2.2. 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 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited to, any rights they may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

## 4.0 Miscellaneous

- 4.1 This Amendment will be effective on June 1, 2003 ("Effective Date") contingent upon any necessary commission approval; provided however, the rates, terms and conditions relating to all ISP-Bound Traffic shall apply effective June 1, 2004 and the rates, terms and conditions relating to all Section 251(b)(5) Traffic shall apply upon filing of the Amendment.
- 4.2 To the extent that compensation for intercarrier traffic on or after the Effective Date 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) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC Ohio shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Ohio has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Ohio, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC Ohio's right to exercise its option at any time to adopt on a date specified by SBC Ohio the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, either Party may invoke its intervening law or any other applicable rights in the underlying Agreement and/or pursuant to applicable law, and to the extent there are any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order, any such disputes shall be resolved pursuant to the Dispute Resolution process in the underlying Interconnection Agreement.
- 4.7 Effective January 1, 2005, for intrastate intraLATA toll traffic, compensation for termination of such traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in SBC-13STATE's tariff in whose exchange area the End User is located.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 6<sup>th</sup> day of October, 2005, by SBC Ohio, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

Choice One Communications of Ohio, Inc.

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

Signature: Steve A. Mones

Signature: Mike Auinbauh

Name: Steve A. Mones  
(Print or Type)

Name: Mike Auinbauh  
(Print or Type)

Title: VP Finance - Treasurer  
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: 10-4-05

Date: 10-06-05

FACILITIES-BASED OCN # 3765

ACNA HOC



**AMENDMENT  
TO INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
THE OHIO BELL TELEPHONE COMPANY  
AND  
CHOICE ONE COMMUNICATIONS OF OHIO, INC.**

The Interconnection Agreement ("Agreement") by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC Ohio")<sup>1</sup> and Choice One Communications of 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

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<sup>1</sup> 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.<sup>2</sup> All other rates in the Agreement remain unchanged.
4. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC OHIO shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC OHIO has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Ohio, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC OHIO's right to exercise its option at any time to adopt on a date specified by SBC OHIO the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, either Party may

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<sup>2</sup> 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.

invoke its intervening law or any other applicable rights in the underlying Agreement and/or pursuant to applicable law, and to the extent there are any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order, any such disputes shall be resolved pursuant to the Dispute Resolution process in the underlying Interconnection Agreement.

5. This Permanent Order Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the First Interim Order, Second Interim Order, and/or the Permanent Order, or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to such orders or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
6. The Parties acknowledge and agree that this Permanent Order Amendment shall be filed with, and is subject to approval by, the PUCO. Based on PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31<sup>st</sup> day after filing. However, irrespective of the approval date, the Interim Rates and Permanent Rates shall be applied in accordance with the terms hereof (including footnote 2, when applicable). SBC Ohio may submit revised billing to CLEC, if necessary, to effectuate same.
7. This Permanent Order Amendment is the result of the PUCO's orders referenced herein and solely addresses rates and rate structures. Accordingly, no aspect of this Permanent Order Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Permanent Order Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.
8. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather will be coterminous with the Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 17<sup>th</sup> day of October, 2005, by SBC Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Choice One Communications of Ohio, Inc.

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

By: [Signature]

By: [Signature]

Name: Steven A. Mowes  
(Print or Type)

Name: Mike Auinbauh  
(Print or Type)

Title: VP Finance - Treasury  
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: 10-4-05

Date: 10-5-05

FACILITIES-BASED OCN # 3765

ACNA HOC

**PUCO 02-1280**  
**PERMANENT MONTHLY RECURRING RATES**  
**Effective November 3, 2004**

ATTACHMENT A  
SBC OHIO/CHOICE ONE  
COMMUNICATIONS OF OHIO, INC.

Line	OHIO	USOC	Recurring
2	<b><u>NETWORK ELEMENTS</u></b>		
3	<b><u>Loops</u></b>		
4	2-Wire Analog - Metro (Access Area B)	U2HXB	\$9.46
5	2-Wire Analog - Suburban (Access Area C)	U2HXC	\$12.52
6	2-Wire Analog - Rural (Access Area D)	U2HXD	\$13.65
7	2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	\$8.61
8	2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	\$13.50
9	2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	\$14.72
10	2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	\$8.61
11	2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	\$13.50
12	2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	\$14.72
13	2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	\$8.67
14	2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	\$13.76
15	2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	\$14.99
16	2-Wire EKL - Metro (Access Area B)	U2KXB	\$9.46
17	2-Wire EKL - Suburban (Access Area C)	U2KXC	\$17.15
18	2-Wire EKL - Rural (Access Area D)	U2KXD	\$18.50
19	4-Wire Analog - Metro (Access Area B)	U4HXB	\$17.75
20	4-Wire Analog - Suburban (Access Area C)	U4HXC	\$29.31
21	4-Wire Analog - Rural (Access Area D)	U4HXD	\$31.81
22	2-Wire Digital - Metro (Access Area B)	U2QXB	\$10.49
23	2-Wire Digital - Suburban (Access Area C)	U2QXC	\$17.10
24	2-Wire Digital - Rural (Access Area D)	U2QXD	\$18.96
25	DS1 - Metro (Access Area B)	U41XB	\$31.77
26	DS1 - Suburban (Access Area C)	U41XC	\$46.79
27	DS1 - Rural (Access Area D)	U41XD	\$50.38
28	DS3 - Metro (Access Area A)	U4D3A	\$335.08
29	DS3 - Suburban (Access Area B)	U4D3B	\$409.73
30	DS3 - Rural (Access Area C)	U4D3C	\$523.90
31			
32	<b><u>DSL Capable Loops</u></b>		
33	<b><u>2-Wire xDSL Loop</u></b>		
34	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	\$9.46
35	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	\$12.52
36	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	\$13.65
37			
38	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	\$9.46
39	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	\$12.52
40	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	\$13.65
41			
42	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	\$9.46
43	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	\$12.52
44	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	\$13.65
45			
46	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	\$9.46
47	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	\$12.52
48	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	\$13.65
49			
50	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	\$9.46
51	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	\$12.52
52	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	\$13.65
53			
54	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	\$9.46
55	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	\$12.52
56	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	\$13.65

**PUCO 02-1280**  
**PERMANENT MONTHLY RECURRING RATES**  
**Effective November 3, 2004**

ATTACHMENT A  
SBC OHIO/CHOICE ONE  
COMMUNICATIONS OF OHIO, INC.

Line	OHIO	USOC	Recurring
57	<b>4-Wire xDSL Loop</b>		
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	<b><u>SUB-LOOPS</u></b>		
62	ECS to SAI sub-loop		
63	2 Wire Analog - area B	PENDING	\$1.77
64	2 Wire Analog - Area C	PENDING	\$1.72
65	2 Wire Analog - area D	PENDING	\$1.68
66	4 Wire Analog - area B	PENDING	\$3.55
67	4 Wire Analog - area C	PENDING	\$3.45
68	4 Wire Analog - area D	PENDING	\$3.37
69	2 Wire DSL - area B	PENDING	\$1.77
70	2 Wire DSL - area C	PENDING	\$1.70
71	2 Wire DSL - area D	PENDING	\$1.66
72	4 Wire DSL - area B	PENDING	\$3.54
73	4 Wire DSL - area C	PENDING	\$3.40
74	4 Wire DSL - area D	PENDING	\$3.33
75	ECS to Terminal sub-loop		
76	2 Wire Analog - area B	PENDING	\$3.39
77	2 Wire Analog - Area C	PENDING	\$4.54
78	2 Wire Analog - area D	PENDING	\$5.83
79	4 Wire Analog - area B	PENDING	\$6.78
80	4 Wire Analog - area C	PENDING	\$9.09
81	4 Wire Analog - area D	PENDING	\$11.66
82	2 Wire DSL - area B	PENDING	\$3.39
83	2 Wire DSL - area C	PENDING	\$4.52
84	2 Wire DSL - area D	PENDING	\$5.81
85	4 Wire DSL - area B	PENDING	\$6.77
86	4 Wire DSL - area C	PENDING	\$9.04
87	4 Wire DSL - area D	PENDING	\$11.62
88	ECS to NID sub-loop		
89	2 Wire Analog - area B	PENDING	\$6.03
90	2 Wire Analog - Area C	PENDING	\$7.29
91	2 Wire Analog - area D	PENDING	\$8.60
92	4 Wire Analog - area B	PENDING	\$9.41
93	4 Wire Analog - area C	PENDING	\$12.44
94	4 Wire Analog - area D	PENDING	\$15.12
95	2 Wire DSL - area B	PENDING	\$6.03
96	2 Wire DSL - area C	PENDING	\$7.27
97	2 Wire DSL - area D	PENDING	\$8.58
98	4 Wire DSL - area B	PENDING	\$9.41
99	4 Wire DSL - area C	PENDING	\$12.40
100	4 Wire DSL - area D	PENDING	\$15.08
101	SAI to Terminal sub-loop		
102	2 Wire Analog - area B	PENDING	\$2.08
103	2 Wire Analog - Area C	PENDING	\$3.30
104	2 Wire Analog - area D	PENDING	\$4.63
105	4 Wire Analog - area B	PENDING	\$4.16
106	4 Wire Analog - area C	PENDING	\$6.59
107	4 Wire Analog - area D	PENDING	\$9.27
108	2 Wire DSL - area B	PENDING	\$2.07
109	2 Wire DSL - area C	PENDING	\$3.27
110	2 Wire DSL - area D	PENDING	\$4.61
111	4 Wire DSL - area B	PENDING	\$4.15

**PUCO 02-1280**  
**PERMANENT MONTHLY RECURRING RATES**  
**Effective November 3, 2004**

ATTACHMENT A  
SBC OHIO/CHOICE ONE  
COMMUNICATIONS OF OHIO, INC.

Line	OHIO	USOC	Recurring
112	4 Wire DSL - area C	PENDING	\$6.55
113	4 Wire DSL - area D	PENDING	\$9.23
114	SAI to NID sub-loop		
115	2 Wire Analog - area B	PENDING	\$4.72
116	2 Wire Analog - Area C	PENDING	\$6.05
117	2 Wire Analog - area D	PENDING	\$7.41
118	4 Wire Analog - area B	PENDING	\$6.79
119	4 Wire Analog - area C	PENDING	\$9.95
120	4 Wire Analog - area D	PENDING	\$12.73
121	2 Wire DSL - area B	PENDING	\$4.71
122	2 Wire DSL - area C	PENDING	\$6.03
123	2 Wire DSL - area D	PENDING	\$7.39
124	4 Wire DSL - area B	PENDING	\$6.78
125	4 Wire DSL - area C	PENDING	\$9.91
126	4 Wire DSL - area D	PENDING	\$12.69
127	Terminal to NID sub-loop		
128	2 Wire Analog - area B	PENDING	\$2.86
129	2 Wire Analog - Area C	PENDING	\$2.97
130	2 Wire Analog - area D	PENDING	\$3.00
131	4 Wire Analog - area B	PENDING	\$2.78
132	4 Wire Analog - area C	PENDING	\$3.62
133	4 Wire Analog - area D	PENDING	\$3.75
134	2 Wire DSL - area B	PENDING	\$2.86
135	2 Wire DSL - area C	PENDING	\$2.97
136	2 Wire DSL - area D	PENDING	\$3.00
137	4 Wire DSL - area B	PENDING	\$2.78
138	4 Wire DSL - area C	PENDING	\$3.62
139	4 Wire DSL - area D	PENDING	\$3.75

**Attachment B****2-Wire Analog UNE - Loop Interim Rate increase****Effective April 21, 2004 through November 2, 2004**

<b>USOC</b>	<b>Description</b>	<b>New Rate</b>
U2HXB	2-Wire Analog - Metro (Access Area B)	\$ 8.84
U2HXC	2-Wire Analog - Suburban (Access Area C)	\$ 10.38
U2HXD	2-Wire Analog - Rural (Access Area D)	\$ 11.43



**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BETWEEN  
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO  
AND  
CHOICE ONE COMMUNICATIONS OF OHIO, INC.**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a SBC Ohio ("SBC") and Choice One Communications of Ohio, 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 April 1, 2000 (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 30th 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.

**Choice One Communications of Ohio, Inc.**

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

By: Roger W Byrd

By: Rebecca L Sparks

Name: Roger W. Byrd  
(Print or Type)

Name: Rebecca L. Sparks  
(Print or Type)

Title: Senior VP and GC  
(Print or Type)

Title: Executive Director-Regulatory

Date: 1/23/06

Date: JAN 30 2006

**FACILITIES-BASED OCN #** 3765

**ACNA** HOC

## 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<sup>1</sup>;
  - (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).

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<sup>1</sup> 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.





- 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 DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
- (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;
- (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
- (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment;
- (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;
- (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
- (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.

6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:

- (A) Established pursuant to Section 251(c)(6) of the Act and located at 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's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Ohio Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. However CLEC shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant circuit for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding within such 30-day time period, 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 CFAs 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**

<u>Rate Element</u>	<u>USOC</u>	<u>Rate</u>	
<b><u>Enhanced Daily Rates</u></b>			
Enhanced Daily FDT Basic	NRFHA	\$29.82	
Enhanced Daily CHC Basic	NRFHB	\$33.78	
Enhanced Daily IDLC Basic	NRFHC	\$62.54	
<b><u>Defined Batch Rates</u></b>			
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	
<b><u>Bulk Batch Rates</u></b>			
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  
BY AND BETWEEN  
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO  
AND  
CHOICE ONE COMMUNICATIONS OF OHIO, INC.**

**WHEREAS**, The Ohio Bell Telephone Company d/b/a AT&T Ohio<sup>1</sup> (“AT&T Ohio”) and Choice One Communications of Ohio, Inc. (“CLEC”) (collectively, the “Parties”) entered into an Agreement relating to local interconnection which became effective on March 29, 2000, (“Agreement”) and which permits the Parties to mutually agree to amend the Agreement in writing; and

**WHEREAS**, the Parties now desire to supercede and replace the existing Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Pricing Schedule of the Agreement with the attached Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary, which shall become effective as set forth in Paragraph 5 below.

**NOW THEREFORE**, the Parties agree as follows:

1. The Parties agree to amend the Agreement by replacing the existing Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Pricing Schedule of the Agreement with the attached Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary. The Parties further agree that the attached Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary (which are attached hereto and incorporated herein by this reference) shall supercede and replace all rates, terms and conditions of the existing Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Pricing Schedule of the Agreement in their entirety, without the necessity of physically removing the superceded Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Pricing Schedule from publicly filed Agreements such as those on file with the state public utility regulatory commission or AT&T “CLEC Online” website.
2. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC’s MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC’s Biennial Review Proceeding; the FCC’s Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”); the FCC’s

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<sup>1</sup> The Ohio Bell Telephone Company (previously referred to as “Ohio Bell” or “SBC Ohio”) now operates under the name “AT&T Ohio”.

Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

5. This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of Ohio and shall become effective on the date on which it has been signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Choice One Communications of Ohio, Inc.

Signature: 

Name: Rick Pigeon  
(Print or Type)

Title: V.P. Network Planning & Billing  
(Print or Type)

Date: 3-31-06

FACILITIES-BASED OCN # 3765

ACNA HOC

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

Signature: 

Name: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: March 31, 2006



# APPENDIX PHYSICAL COLLOCATION

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## APPENDIX PHYSICAL COLLOCATION

### 1. INTRODUCTION

AT&T-13STATE will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

#### 1.1 Process

1.1.1 This Appendix provides for the placing of Collocator telecommunications equipment and facilities on AT&T-13STATE property for the purposes set forth in Section 1.3, following.

#### 1.2 Scope

1.2.1 Physical Collocation provides actual space via AT&T-13STATE approved vendor (hereinafter referred to as Dedicated Space) within AT&T-13STATE Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from AT&T-13STATE and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3 following, AT&T-13STATE will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-13STATE will permit collocation in Adjacent Structures located on AT&T-13STATE's property in accordance with this Appendix.

#### 1.3 Purpose

1.3.1 Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T-13STATE's Lawful Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.

1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Physical Collocation from AT&T-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, AT&T-13STATE will process any order for any 251(c)(6) Physical Collocation submitted by Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") prior to the effective date of the Agreement, to this Appendix, effective as of the Effective Date of the Agreement. The Billing Conversions shall only involve changes in the applicable pricing, and AT&T-13STATE will not impose any charge(s) to perform such Billing Conversion(s).

#### 1.4.1 Prospective Effect.

1.4.1.1 Except as may otherwise be provided within this Appendix, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.

- 1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.
- 1.4.2 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, AT&T-13STATE's standards and requirements for equipment and facility installations, CLEC Online website, or AT&T-13STATE's TP76300MP.

## 2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153 et seq.], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T-13STATE property (Adjacent On-site) or non-AT&T 13-STATE property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.5 **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, L.P. 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
- 2.6 **AT&T-13STATE** - As used herein, AT&T-13STATE means the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 2.7 **Augment** - A request from a Collocator to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.
- 2.8 **Collocator** - Choice One Communications of Ohio, Inc.
- 2.9 **Cross-Connect** - A service order-generated connection of one or more Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).

- 2.10 **Direct Connection** - Sometimes inappropriately called a cross-connect, this is a cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).
- 2.11 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., brighter lighting above the Collocator's cage, circular cage, different style tile within the cage).
- 2.12 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.
- 2.13 **Delivery Date** - The date on which AT&T-13STATE provides the requested collocation space constructed in accordance with the requesting carrier's application, and turns the functional space over to the requesting carrier. The space is functional when AT&T-13STATE has completed all it has to do and is not dependent on when or whether the Collocator has completed its work.
- 2.14 **Dedicated Space** - Denotes the space assigned for the Collocator's Physical Collocation arrangement located in AT&T-13STATE Eligible Structure.
- 2.15 **Effective Billing Date** - The date AT&T-13STATE completed its work as required by the Collocator's accurate and complete application and made the Physical Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.16 **Effective Date** - The date on which the Amendment to which this Appendix Physical Collocation is attached has been signed by both Parties.
- 2.17 **Eligible Structure** - Eligible Structure refers to AT&T-13STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-13STATE that house its network facilities, and all structures that house AT&T-13STATE's facilities on public rights-of-way.
- 2.18 **Extraordinary Charges** - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Appendix. Extraordinary costs are one-time expenses AT&T-13STATE incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or AT&T-13STATE as defined in Section 17.6
- 2.19 **Inactive Space** - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space.
- 2.20 **Individual Case Basis (ICB)** - AT&T-13STATE may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.
- 2.21 **Infrastructure Systems** - Denotes the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.22 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for AT&T-13STATE and for Collocator in AT&T-13STATE eligible structures in all collocation footprints areas and/or AT&T-13STATE common areas in the technologies and geographical locations for which they are approved by AT&T-13STATE.
- 2.22.1 **AT&T Approved CO Installation Suppliers (Tier 1 Approved Suppliers)** - These suppliers are approved to perform CO installation work for AT&T-13STATE and for Collocators in AT&T-13STATE

central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-13STATE per the letter codes listed in a table on the Tier 1 list on <https://clec.AT&T.com/clec>.

- 2.22.2 **AT&T Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers)** - These suppliers have been approved to perform collocation installation work for Collocators in all 13 states of the AT&T-13STATE central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.
- 2.23 **Interconnector's Guide for Collocation (Collocation Handbook)** -or like document is a publication provided to Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the AT&T-13STATE's, which is located on the AT&T-13STATE CLEC ONLINE Web-Site (<https://clec.AT&T.com/clec>), as amended from time to time.
- 2.24 **Legitimately Exhausted** – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.
- 2.25 **Main Distribution Frame** - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.
- 2.26 **Non-Standard Collocation Request (NSCR)** - AT&T-13STATE may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.
- 2.27 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.28 **Remote Terminals** - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other AT&T owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for Collocator's equipment.
- 2.29 **Technical Publications** – documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via <https://clec.AT&T.com/clec>.
- 2.30 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.31 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to UNEs of AT&T-13STATE's network.
- 2.32 **Unused Space** - Any space (i) existing in AT&T-13STATE's Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by AT&T-13STATE's or any third party, (iii) that is not occupied by AT&T-13STATE's, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-13STATE's or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-13STATE's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-13STATE's warranty on proximate.

### 3. GENERAL

#### 3.1 Certification

3.1.1 The Collocator requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the state utility commission prior to provisioning of telecommunications service by using the Physical Collocation space. AT&T-13STATE shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

3.2 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Appendix. AT&T-13STATE allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

#### 3.3 Hazardous Waste and Materials

3.3.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all AT&T-13STATE requirements. The Installation Supplier shall coordinate with the AT&T-13STATE representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Guide for Collocation Products and Services Handbook Appendix B, may be accessed via <https://clec.AT&T.com/clec>.

#### 3.4 Safety

3.4.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-13STATE or other telecommunications carriers. The Collocator shall immediately report to the AT&T-13STATE representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T-13STATE premises or any OSHA inspection or citations issued to the Collocator while on AT&T-13STATE premises. (Refer to Interconnector's Guide for Collocation for further details).

3.5 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. AT&T-13STATE will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for AT&T-13STATE vehicles and which are designated as reserved. AT&T-13STATE shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and AT&T-13STATE are required to follow all posted traffic and AT&T-13STATE signs and follow all applicable parking and traffic laws and ordinances.

#### 3.7 Collocator's Equipment and Facilities

3.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:

- 3.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.1;
  - 3.7.1.2 its equipment.;
  - 3.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
  - 3.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and
  - 3.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.
- 3.7.2 AT&T-13STATE neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.
- 3.8 Americans with Disability Act ("ADA")
- 3.8.1 The rates and charges in this Appendix do not include costs for any ADA construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.
  - 3.8.2 If AT&T-13STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the ADA which arises as a direct result of Collocator's collocation arrangement, AT&T-13STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.
  - 3.8.3 Should AT&T-13STATE benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two (2), and so on.
  - 3.8.4 Should AT&T-13STATE be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), AT&T-13STATE shall absorb all of the costs related to such an upgrade.
- 3.9 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to UNEs are as set forth in the respective Appendices.

#### 4. LIMITATION OF LIABILITY

##### 4.1 Limitation of Liability

- 4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either AT&T-13STATE or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.
- 4.1.2 Neither AT&T-13STATE nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.
- 4.1.3 Both AT&T-13STATE and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.



4.1.4 The liability of either AT&T-13STATE or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

#### 4.2 Third Parties

4.2.1 AT&T-13STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

4.2.2 In addition to any other applicable limitation, neither AT&T-13STATE nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either AT&T-13STATE or the Collocator or its agents or employees.

#### 4.3 Force Majeure Events

4.3.1 No Party shall be responsible for delays or failures in performance of any part of this Appendix (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event 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 written 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 reasonable and diligent 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.

#### 4.4 Insurance

##### 4.4.1 Coverage Requirements

4.4.1.1 The Collocator agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

4.4.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of AT&T-13STATE and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

4.4.1.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are required for lease

agreements. AT&T-13STATE will be named as an Additional Insured on the Commercial General Liability policy.

- 4.4.1.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
  - 4.4.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases AT&T-13STATE from and waives any and all right of recovery, claim, action or cause of action against AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives.
  - 4.4.1.1.5 Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against AT&T-13STATE, and any rights of Collocator against AT&T-13STATE for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that AT&T-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.
  - 4.4.1.1.6 AT&T-13STATE requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.
- 4.4.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T-13STATE as well. If a certificate is not received, AT&T-13STATE will notify the Collocator, and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes AT&T-13STATE, and AT&T-13STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-13STATE will invoice Collocator for the costs incurred to so acquire insurance.
- 4.4.3 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 AT&T-13STATE WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."
- 4.4.4 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 4.5 Self-Insured
- 4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as

the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

## 5. INDEMNIFICATION OF AT&T-13STATE

- 5.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between AT&T-13STATE and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 5.2 Collocator shall indemnify and hold harmless AT&T-13STATE the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against AT&T-13STATE where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of AT&T-13STATE or its employees. The provisions in this Section are reciprocal and applicable also to AT&T-13STATE.
- 5.3 AT&T-13STATE shall make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep AT&T-13STATE and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford AT&T-13STATE and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.
- 5.4 Casualty Loss
  - 5.4.1 Damage to Dedicated Space
    - 5.4.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions or those of a Third Party as hereinafter described, and (1) the Dedicated Space is not rendered untenable in whole or in part, AT&T-13STATE shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, AT&T-13STATE has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or AT&T-13STATE opts not to rebuild, then AT&T-13STATE shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, AT&T-13STATE must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

5.4.1.2 Any obligation on the part of AT&T-13STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T-13STATE.

#### 5.4.2 Damage to Eligible Structure

5.4.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in AT&T-13STATE's reasonable opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T-13STATE, at its option, may terminate services provided via this Appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

## 6. SECURITY

6.1 AT&T-13STATE may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T-13STATE may impose security arrangements as stringent as the security arrangements AT&T-13STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-13STATE may impose the more stringent requirements. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. AT&T-13STATE will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

6.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

6.1.1.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required.

6.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in AT&T-13STATE's Technical Publications via <https://clec.AT&T.com/clec>.

6.1.1.3 Collocator and AT&T-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T-13STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-13STATE property:

6.1.1.3.1 Theft or destruction of AT&T-13STATE's or Collocator's property;

6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-13STATE property;

6.1.1.3.3 Threats or violent acts against other persons on AT&T-13STATE property;

6.1.1.3.4 Knowing violations of any local, state or federal law on AT&T-13STATE property;

- 6.1.1.3.5 Permitting unauthorized persons access to AT&T-13STATE or Collocator's equipment on AT&T-13STATE property; and
- 6.1.1.3.6 Carrying a weapon on AT&T-13STATE property.

In addition, Collocator and AT&T-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-13STATE or the Collocator of AT&T-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T-13STATE's Interconnector's Collocation Services Handbook <https://clec.AT&T.com/clec> for Physical Collocation in AT&T-13STATE, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

- 6.1.1.4 Collocator will provide indemnification as set forth in Section 5 of this Appendix and insurance as set forth in Section 4.4 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-13STATE-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T-13STATE as well.
- 6.1.1.5 AT&T-13STATE may use reasonable security measures to protect its equipment. In the event AT&T-13STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-13STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-13STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.
  - 6.1.1.5.1 AT&T-13STATE's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to AT&T-13STATE's equipment. AT&T-13STATE's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T-13STATE's space. To the extent that AT&T-13STATE is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T-13STATE's expense.
  - 6.1.1.5.2 AT&T-13STATE's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.
  - 6.1.1.5.3 AT&T-13STATE's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-13STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.
  - 6.1.1.5.4 If AT&T-13STATE chooses to enclose its own equipment, AT&T-13STATE will be entitled to recover the cost of the cage only to the extent that the price of such construction is lower than that of other reasonable security measures.
  - 6.1.1.5.5 AT&T-13STATE has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If AT&T-13STATE cannot prove that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment, AT&T-13STATE cannot elect to erect an interior security partition in a

given Eligible Structure to separate its equipment and then recover the cost from Collocators.

- 6.1.1.5.6 If AT&T-13STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment at the time the price quote is given.
- 6.1.1.6 Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. AT&T-13STATE will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. AT&T-13STATE will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to Collocator's assigned space during construction.

## 7. DEDICATED SPACE

### 7.1 Contact Numbers

- 7.1.1 AT&T-13STATE is responsible for providing the Collocator personnel a contact number for AT&T-13STATE technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and AT&T-13STATE will not delay a Collocator's entry into an Eligible Structure.
- 7.1.2 The Collocator is responsible for providing to AT&T-13STATE personnel a contact number for Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week AT&T-13STATE. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.

### 7.2 Right-to-Use; Multiple Dedicated Spaces

- 7.2.1 In accordance with this Appendix, AT&T-13STATE grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Appendix.

### 7.3 Trouble Status Reports

- 7.3.1 AT&T-13STATE and the Collocator are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which could impact or degrade AT&T-13STATE or the Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, AT&T-13STATE and the Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, AT&T-13STATE or the Collocator is responsible for providing trouble status reports, consistent with this Appendix, when requested by AT&T-13STATE or the Collocator.

### 7.4 Service Coordination

- 7.4.1 AT&T-13STATE is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

### 7.5 Active/Inactive Space Determination

- 7.5.1 In its notification regarding whether its request for collocation has been granted or denied AT&T-13STATE shall inform the Collocator if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Appendix. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for

placing the requested space in such category, including all power, switching, and other factors used in making the determination.

- 7.5.2 In the event that the Collocator disputes the AT&T-13STATE placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. AT&T-13STATE will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the AT&T-13STATE-designated representative in writing within five (5) business days of notification to Collocator. If the Collocator fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Appendix, thereby modifying the time frame requirements in this paragraph.
- 7.5.3 The AT&T-13STATE representative will escort one (1) Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise AT&T-13STATE orally and in writing within five (5) business days of the completion of the inspection tour. The Collocator may dispute the AT&T-13STATE findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on AT&T-13STATE to justify the basis for placement of the Collocator's space in Inactive Space. If the Collocator fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

## 7.6 Types of Available Physical Collocation Arrangements

- 7.6.1 AT&T-13STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose:
- 7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment for the purpose of interconnection and access to UNEs. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.
- 7.6.1.2 AT&T-13STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty (50) square feet of caged space) and will ensure that the first Collocator in a AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security.
- 7.6.1.2.1 The Collocator must comply with all methods, procedures and guidelines followed by AT&T-13STATE in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Collocator elects to install or

requests that AT&T-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.

- 7.6.1.3 Caged Shared Collocation - AT&T-13STATE will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Collocator will be based upon the percentage of total space utilized by each Collocator. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.
- 7.6.1.4 Cageless Collocation - AT&T-13STATE will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Appendix. Under this arrangement, AT&T-13STATE will provide space in single bay increments, including available space adjacent to or next to AT&T-13STATE's equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort AT&T-13STATE. AT&T-13STATE will not require Collocator to use an intermediate interconnection arrangement (i.e., POT frame). AT&T-13STATE may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE Approved Tier 1 Vendor.
- 7.6.1.5 Adjacent On-Site Space Collocation - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, AT&T-13STATE will permit Collocator to physically collocate on AT&T-13STATE's property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that AT&T-13STATE uses to house telecommunication equipment, to the extent technically feasible. AT&T-13STATE and telecommunications carrier will mutually agree on the location of the designated space on AT&T-13STATE premises where the Adjacent Structure will be placed. AT&T-13STATE will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. AT&T-13STATE will offer the following increments of power to the Adjacent Structure: AT&T-13STATE will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. AT&T-13STATE will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the Adjacent Structure. AT&T-13STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. AT&T-13STATE shall permit Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either AT&T-13STATE or the Collocator. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Tier 1 Vendor.



- 7.6.1.5.1 Collocator 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.
- 7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and AT&T-13STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense
- 7.6.1.6 Adjacent Off-Site Arrangement – Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.
  - 7.6.1.6.1 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the AT&T-13STATE Central Office or Eligible Structure.
  - 7.6.1.6.2 Such arrangement shall be used for interconnection and access to UNEs.
  - 7.6.1.6.3 When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.
  - 7.6.1.6.4 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-13STATE shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-13STATE's facilities. AT&T-13STATE shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 7.6.1.7 In the event that interior space in an Eligible Structure becomes available, AT&T-13STATE will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 7.6.1.8 AT&T-13STATE will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any Incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in AT&T-13STATE's Eligible Structures that such an arrangement is technically feasible.

## 7.7 Construction Inspections

- 7.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in this Appendix.
- 7.7.2 Collocator may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Sales Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

## 7.8 Construction Notification

- 7.8.1 AT&T-13STATE will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. AT&T-13STATE will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. AT&T-13STATE will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-13STATE or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

## 8. ORDERING, PROVISIONING AND BILLING

### 8.1 Space Availability Report

- 8.1.1 So that it may make informed decisions regarding in which AT&T-13STATE eligible structures it wishes to collocate, Collocator may request a Space Availability report prior to its application for Collocation Space within AT&T-13STATE's eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary. Disagree with the removal of Telecommunication Carrier since it is not necessarily a Collocator..
- 8.1.2 AT&T-13STATE will submit to Collocator a report indicating AT&T-13STATE's available collocation space in a particular AT&T-13STATE Eligible Structure upon request AT&T-13STATE. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T-13STATE is taking to make additional space available for collocation. The intervals for delivering the reports are as follows: Disagree with the removal of Telecommunication Carrier since it is not necessarily a Collocator.

Number of Report Requests By One Collocator	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

8.1.3 Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

8.1.4 Space Unavailability Determination and Resolution

8.1.4.1 AT&T-13STATE shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If AT&T needs more time to continue analyzing certain aspects of the request, AT&T-13STATE's 10 calendar day notice shall be limited to addressing whether or not AT&T has the requested, or designated alternative, amount of appropriate collocation space.

8.1.4.2 In responding to an application request if space is not available, AT&T-13STATE will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of AT&T-13STATE's receipt of a completed application.

8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to the Collocator.

8.1.4.4 AT&T-13STATE will file a notice that the Collocator's request was denied with the state Commission as appropriate. In the event of a denial, AT&T-13STATE will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook <https://clec.AT&T.com/clec>, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

8.1.4.5 In the event AT&T-13STATE denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T-13STATE's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.

8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-13STATE representative and the designated agent for the Collocator, who will participate in the tour.

8.1.4.7 AT&T-13STATE will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. AT&T-13STATE's representative will accompany and supervise the Collocator agent on the inspection tour.

- 8.1.4.8 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise AT&T-13STATE. The Collocator and AT&T-13STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T-13STATE reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-13STATE to justify the basis for any denial of collocation requests.
- 8.1.4.9 **Legitimately Exhausted.** Before AT&T-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T-13STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 22 of this Appendix. In making this determination, AT&T-13STATE may reserve space for transport equipment for current year plus two (2) years. Additionally, AT&T-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-13STATE or for future use by AT&T-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.
- 8.1.5 Application Quotation Interval for Physical Collocation
- 8.1.5.1 AT&T-13STATE will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in AT&T-13STATE's Interconnector's Collocation Services Handbook (<https://clec.AT&T.com/clec>) for Physical Collocation in AT&T-13STATE and will pay an initial Planning Fee (see Collocation Rate Summary). Dedicated Space is not reserved until the quotation is accepted by the Collocator and appropriate fees paid to AT&T-13STATE.
- 8.1.5.1.1 A Collocator wishing AT&T-13STATE to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-13STATE to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, AT&T-13STATE would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes AT&T-13STATE to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if AT&T-13STATE is unable to provide the Collocator's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T-13STATE will begin development of the quotation. AT&T-13STATE will advise the Collocator in writing of

any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). AT&T-13STATE will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, AT&T-13STATE shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. AT&T-13STATE will not select for Collocator the type of Physical Collocation to be ordered.

8.1.5.2.1 The Collocator has sixty-five (65) calendar days after request for physical collocation is granted to remit a signed confirmation form along with a check for the Planning Fee and fifty percent (50%) of all the applicable non-recurring charges. After sixty-five (65) calendar days, a new application and Planning Fee are required. Space is allocated on a "first come-first served" basis.

8.1.5.3 Should multiple applications be submitted by a Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

Number of Applications by one Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

8.1.5.4 Should the Collocator submit twenty-one (21) or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof.

8.1.6 Revisions

8.1.6.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Collocator must be in writing via a new application form.

8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which AT&T-13STATE normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The Collocator will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.

8.1.6.3 Minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list

is not all-inclusive. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

## 8.2 Installation Intervals

### 8.2.1 Caged Collocation Installation Intervals

- 8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by the Collocator. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-13STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.
- 8.2.1.2 Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, AT&T-13STATE will deliver Caged Physical or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.
- 8.2.1.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

### 8.2.2 Cageless Physical Collocation Installation Intervals

- 8.2.2.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted by the Collocator.
- 8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), AT&T-13STATE will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges).
  - 8.2.2.2.1 A shorter interval may apply where Collocator installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-13 STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.
  - 8.2.2.2.2 The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Collocator's collocation area.
- 8.2.2.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

### 8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

- 8.2.3.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 7.6.1.5 above will be reasonably related to the complexity of accommodating the requested arrangement.
- 8.2.3.2 AT&T-13STATE will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance

of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where AT&T-13STATE will be installing all or some of the bays, and the Collocator is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than fifty (50) amps per feed, AT&T-13STATE will add thirty (30) calendar days to the provisioning interval.

#### 8.2.4 Reduced Interval Augments

8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when AT&T-13STATE installs interconnection and power cabling. AT&T-13STATE will provide a reduced interval for Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to AT&T-13STATE's Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

8.2.4.1.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) AT&T-13STATE will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area on the same floor between one Collocator and another Collocator provided the Collocator is interconnected with AT&T-13STATE's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; four-hundred (400) shielded copper cable pairs up to four-hundred (400) feet, one hundred sixty-eight (168) DS1s, 48 DS3s, and fiber interconnections up to twelve (12) fiber pairs up to four hundred (400) feet.

#### 8.2.5 Other Augments

8.2.5.1 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, AT&T-13STATE bays, AT&T-13STATE cable racks and/or cage expansions within Active Collocation Space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. AT&T-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

8.2.5.1.2 The second fifty percent (50%) payment must be received by AT&T-13STATE no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by AT&T-13STATE.

8.2.5.1.3 During AT&T-13STATE delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by AT&T-13STATE, Collocator and/or their AT&T-13STATE Approved Tier 1 Vendor (s) may request AT&T-13STATE to do work in parallel with AT&T-13STATE throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Appendix will apply.

### 8.3 Cancellation Prior to Due Date

8.3.1 In the event that the Collocator cancels its collocation application after AT&T-13STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-13STATE has been paid the entire amounts due under this Appendix, then in addition to other remedies that AT&T-13STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, AT&T-13STATE will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

### 8.4 Occupancy

8.4.1 Unless there are unusual circumstances, AT&T-13STATE will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days of AT&T-13STATE completion of preparation of the Dedicated Space.

8.4.1.1 Upon Collocator's receipt of such notice, AT&T-13STATE and the requesting Collocator shall, upon Collocator's request, conduct an acceptance walk-through of such space. The Collocator shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by Collocator as exceptions, which shall be mutually agreed to as exceptions by AT&T-13STATE. These exceptions shall be corrected by AT&T-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) calendar days after the walk-through. The correction of these exceptions shall be at AT&T-13STATE's expense.

8.4.1.2 Upon completion of such corrections, AT&T-13STATE will again notify the Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Collocator, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions are noted at the walk-through, the Delivery Date will be deemed to be the date upon which Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

8.4.1.3 All charges will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space.



- 8.4.2 Collocator will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to AT&T-13STATE's network or obtain access to AT&T-13STATE UNEs within one hundred eighty (180) days after receipt of such notice, that AT&T-13STATE has completed its work as required by the complete and accurate Collocation application.
- 8.4.2.1 In the event that AT&T-13STATE has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until AT&T-13STATE allows the Collocator to interconnect. AT&T-13STATE, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.
- 8.4.2.2 Orders for additional space will not be accepted until the Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent the Collocator establishes to AT&T's satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding unused space for future use on the same basis that AT&T holds unused space for future use. Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is "efficiently used."
- 8.4.2.2.1 For purposes of this Appendix, "efficiently used" space means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-13STATE.
- 8.4.2.2.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-13STATE's network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of AT&T-13STATE.
- 8.4.3 If the Collocator fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10<sup>th</sup>) business day after AT&T-13STATE provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with AT&T-13STATE or obtain access to AT&T-13STATE UNEs by that tenth (10<sup>th</sup>) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.
- 8.4.4 For purposes of this Section, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T-13STATE's network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with AT&T-13STATE's network or to obtain access to AT&T-13STATE's UNEs, for the purpose of providing this service.
- 8.4.5 If the Collocator causes AT&T-13STATE to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay AT&T-13STATE the monthly recurring and other applicable charges as if the Collocator were using the

Dedicated Space, until such time as the Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

## 8.5 Relocation

- 8.5.1 When AT&T-13STATE determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator is required to move its Dedicated Space or adjacent space collocation structure. AT&T-13STATE will notify the resident Collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, AT&T-13STATE will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Collocator shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T-13STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in AT&T-13STATE's reasonable discretion. In addition, a Collocator's presence in AT&T-13STATE Central Offices or adjacent space collocation structures should not prevent AT&T-13STATE from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.
- 8.5.2 If AT&T-13STATE determines that a Collocator must relocate due to any of the above reasons, AT&T-13STATE will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by AT&T-13STATE and the Collocator, unless the Parties agree to a different financial arrangement.
- 8.5.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, AT&T-13STATE shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.
- 8.5.3.1 AT&T-13STATE shall maintain a publicly available document for viewing on the Internet at <https://clec.AT&T.com/clec> indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-13STATE will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.
- 8.5.3.2 AT&T-13STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate Commission. AT&T-13STATE shall reserve space for switching, MDF and DCS to accommodate access line growth.

## 8.6 Early Termination

### 8.6.1 Payment Upon Expiration or Termination.

In the case of the expiration or termination of this Appendix prior to term, or the early termination of any collocation services or arrangement(s), pursuant to Section 8.6.2 of this Appendix AT&T-13STATE shall be entitled to full payment within thirty (30) days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-13STATE is entitled to recover under the provisions of this Appendix for establishing such Collocation arrangement prior to such expiration or termination.

8.6.2 If Collocator cancels or abandons its collocation space in any of AT&T-13STATE's central offices before AT&T-13STATE has recovered the full cost associated with providing that space to the Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) days after the Collocator abandons that space.

## 8.7 Allowances for Interruptions

8.7.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to AT&T-13STATE's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of AT&T-13STATE.

8.7.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

8.7.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

8.7.4 A credit allowance will not apply to any interruption of the items maintained and repaired by the Collocator or the Collocator's third Party vendor.

## 9. FIBER OPTIC CABLE AND DEMARCATION POINT

### 9.1 Fiber Optic Cable Entrances

9.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). AT&T-13STATE will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to AT&T-13STATE that use of such cable will not impair AT&T-13STATE's ability to service its own customers or subsequent Collocators.

9.1.2 AT&T-13STATE shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for AT&T-13STATE cable. AT&T-13STATE will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-13STATE also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T-13STATE shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where AT&T-13STATE performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request,

the Collocator and AT&T-13STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-13STATE and the Collocator(s).

- 9.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space. If Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Collocator must notify AT&T-13STATE no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

## 9.2 Demarcation Point

- 9.2.1 The demarcation point is the end of the AT&T 13-STATE provided interconnection cable at the Collocation arrangement. (CDOW- AT&T owned frame location as assigned to the Collocator.)

## 10. USE OF DEDICATED SPACE

### 10.1 Nature of Use – Collocatable Equipment

- 10.1.1 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to AT&T-13STATE under 47.U.S.C. § 251(C) (2) or accessing AT&T-13STATE's UNEs under 47.U.S.C. § 251(C) (3) of the Act. Such uses are limited to interconnection to AT&T-13STATE's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to AT&T-13STATE's UNEs "for the provision of a telecommunications service."
- 10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining interconnection with AT&T-13STATE at a level equal in quality to that which AT&T-13STATE obtains within its own network or AT&T-13STATE provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that unbundled network element, including any of its features, functions, or capabilities.
- 10.1.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the Collocator seeks to deploy it, meets either or both of the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the Collocator seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T-13STATE's property.
- 10.1.4 AT&T-13STATE voluntarily allows Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if AT&T-13STATE and Collocator mutually agree to such placement, in AT&T-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 10.1.5 AT&T-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

- 10.1.6 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). AT&T-13STATE will provide the necessary backup power to ensure against power outages.
- 10.1.7 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on AT&T-13STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.
- 10.2 Equipment List
- 10.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of AT&T-13STATE, which consent shall not be unreasonably withheld.
- 10.2.2 Subsequent Requests to Place Equipment
- 10.2.2.1 The Collocator shall furnish AT&T-13STATE a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-13STATE and written approval or denial of the equipment will be forwarded to the Collocator.
- 10.2.3 Limitations
- 10.2.3.1 AT&T-13STATE's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator, is limited to the extent that AT&T-13STATE would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or for any other Party to which it provides interconnection. AT&T-13STATE will ensure that the Collocator is provided collocation space at least equal in quality to that provided to AT&T-13STATE, its affiliates or other Parties to which it provides interconnection.
- 10.3 Dedicated Space Use and Access
- 10.3.1 The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide AT&T-13STATE with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.
- 10.3.2 AT&T-13STATE will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-13STATE will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to

compliance by the Collocator's employees, agents and contractors with AT&T-13STATE's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6 of this Appendix).

- 10.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T-13STATE, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.
- 10.3.4 AT&T-13STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between AT&T-13STATE and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or AT&T-13STATE's personnel.

#### 10.4 Threat to Personnel, Network or Facilities

- 10.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

#### 10.5 Interference or Impairment

- 10.5.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

#### 10.6 Personal Property and Its Removal

- 10.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-13STATE standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 10.7 following.

#### 10.7 Alterations

- 10.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of AT&T-13STATE. AT&T-13STATE shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that AT&T-13STATE has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T-13STATE provided construction shall be paid by the Collocator in accordance with AT&T-13STATE's custom work order process.

### 11. USE BY OTHER LOCAL SERVICE PROVIDERS

- 11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Collocators. The AT&T 13-STATE will make Shared Collocation cages available to all Collocators. In

making shared caged arrangements available AT&T-13STATE will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

- 11.1.1 All Collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this Appendix. Subject to the terms in paragraph 10.4, the Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of AT&T-13STATE, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of AT&T-13STATE.
- 11.2 A Collocator may request that AT&T-13STATE provide Shared Caged Collocation via:
- (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space ("New Shared Collocation") or
  - (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocator(s) in Collocator's existing Physical Collocation ("Subleased Shared Collocation").
- 11.2.1 Should two (2) or more Collocators have interconnection agreements with AT&T-13STATE use a shared collocation cage, AT&T-13STATE will permit each Collocator to order UNEs to and provision service from that shared collocation space, regardless of which Collocator was the original Collocator.
- 11.2.2 The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of AT&T-13STATE, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.
- 11.2.3 In each Shared Caged Collocation arrangement, AT&T-13STATE's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement.
- 11.2.3.1 For purposes of this Section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Collocator".
- 11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.
- 11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from AT&T-13STATE in a single application. AT&T-13STATE will prorate the Preparation Charges incurred by AT&T-13STATE to

condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). AT&T-13STATE will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an AT&T-13STATE Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AT&T-13STATE shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AT&T-13STATE shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, *inter alia*, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- 11.4 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, *inter alia*, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Appendix and designates AT&T-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Appendix relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- 11.5 Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 8.4.2 of this Appendix and which is necessary to Interconnect with AT&T-13STATE or for access to AT&T-13STATE's Unbundled Network Elements. AT&T-13STATE shall provide Collocator access to AT&T-13STATE's Unbundled Network Elements and permit Collocator to interconnect its network with AT&T-13STATE from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and AT&T-13STATE shall have no obligation to provide Collocator's Resident Collocators access to AT&T-13STATE's Unbundled Network Elements or AT&T-13STATE's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement) with AT&T-13STATE.



- 11.6 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AT&T-13STATE the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. AT&T-13STATE shall bill the new Primary Collocator any applicable charges to change AT&T-13STATE's records and databases to reflect such new Primary Collocator.
- 11.7 Interconnection to Others
- 11.7.1 Within a contiguous area within the eligible structure, the AT&T-13STATE will permit Collocators to construct their own direct connection (cross-connect) facilities to other physical Collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. AT&T-13STATE shall not require physical-to-physical Collocators to purchase any equipment or cross-connect capabilities solely from AT&T-13STATE. If requested by the Collocator, AT&T-13STATE will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However if the Collocators cannot physically pull the cable themselves (i.e. located on different floors), AT&T-13STATE will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T-13STATE (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.
- 11.7.2 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T-13STATE will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At AT&T-13STATE's option, the connection may be made either by AT&T-13STATE or by the Collocators' installers, who shall be on the list of approved installation vendors.

## 12. STANDARDS

### 12.1 Minimum Standards

- 12.1.1 All types of network equipment placed in AT&T-13STATE network equipment areas of Eligible Structures by AT&T-13STATE or Collocator must meet AT&T-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-13STATE) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-13STATE and its contractors when engineering and installing equipment.
- 12.1.2 In the event that AT&T-13STATE denied Collocation of Collocator's equipment, citing safety standards, AT&T-13STATE will provide within five (5) business days of Collocator's written request to AT&T-13STATE representative(s), a list of AT&T-13STATE equipment which AT&T-13STATE

locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-13STATE equipment met or exceeded the same safety standards for which Collocator's equipment was denied.

12.1.3 In the event AT&T-13STATE believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, AT&T-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 8.7.2 above.

## 12.2 Compliance Certification

12.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 10.2, Equipment List; Section 10.2.1, Subsequent Requests to Place Equipment, Section 10.2.2; or otherwise, shall be compliant with minimum safety standards set forth in Section 3.4.

## 13. RE-ENTRY

13.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-13STATE's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-13STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies AT&T-13STATE might have.

13.2 AT&T-13STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.

13.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and

production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

## 14. SERVICES AND MAINTENANCE

### 14.1 Operating Services

14.1.1 AT&T-13STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-13STATE tariffs.

### 14.2 Maintenance

14.2.1 AT&T-13STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

### 14.3 Equipment Staging and Storage

14.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation via <https://clec.AT&T.com/clec>.)

### 14.4 Legal Requirements

14.4.1 Except for Section 17, AT&T-13STATE agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

## 15. AT&T-13STATE's RIGHT OF ACCESS

15.1 AT&T-13STATE, its agents, employees, and other AT&T-13STATE-authorized persons shall have the right to enter Dedicated Space 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 AT&T-13STATE hereunder, and for any other purpose deemed reasonable by AT&T-13STATE. AT&T-13STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of AT&T-13STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-13STATE will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

## 16. PREPARATION CHARGES

16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.

16.2 AT&T-13STATE will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using

the same or consistent practices that are used by AT&T-13STATE for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.

- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of AT&T-13STATE, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

## 17. CHARGES

### 17.1 Monthly Charges

- 17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary for use of the Dedicated Space.

### 17.2 Non-recurring Charges

- 17.2.1 Non-recurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.
- 17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay AT&T-13STATE fifty percent (50%) of the estimated non-recurring charges as specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work
- 17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator when the Dedicated Space is complete and prior to occupancy.

### 17.3 Application of Rates and Charges

- 17.3.1 Beginning on and after the Effective Date, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date], to all existing CLEC collocation arrangements, including those established before the Effective Date. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

### 17.4 Determination of Charges Not Established in Collocation Rate Summary

- 17.4.1 Rate Elements - In the event that AT&T-13STATE seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, AT&T-13STATE shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.
- 17.4.2 In the event the Collocator disputes the rate element or charge proposed by AT&T-13STATE that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify AT&T-13STATE of its dispute with the proposed charge in writing.
- 17.5 Custom Work Charges - Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-13STATE or other Collocators. AT&T-13STATE also may not impose a

Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T-13STATE is not reached regarding the Custom Work Charge, AT&T-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, AT&T-13STATE shall file the appropriate interconnection agreement amendment. However, AT&T-13STATE shall not delay completion of such work during the agreement approval process. AT&T-13STATE shall perform such work based upon provisional rates, subject to true up.

- 17.6 **Extraordinary Charges** – Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-13STATE to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).
- 17.6.1 AT&T-13STATE will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.
- 17.6.2 AT&T-13STATE will allocate the costs fairly among itself, CLEC and other Collocators, as appropriate.
- 17.6.3 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T-13STATE commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.
- 17.6.4 AT&T-13STATE must advise Collocator if extraordinary costs will be incurred within twenty (20) business days of the Collocator's request for space.
- 17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of the Collocator's signed acceptance and payment.

## 18. RATE REGULATIONS (AT&T-13STATE DOES ALL WORK)

- 18.1 The Collocator may elect to have AT&T-13STATE provision the collocation site or the Collocator may elect to hire an AT&T-13STATE Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (Collocator Does Own Work).
- 18.2 Rate Elements

All rates and charges for the following rate elements can be found in the Collocation Rate Summary.

### 18.2.1 Planning Fees

- 18.2.1.1 The Planning Fee, as specified in AT&T-13STATE's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T-13STATE, recovers AT&T-13STATE's costs

incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator's Physical Collocation request. In addition, a non-standard Planning Fee will apply when a request includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires AT&T-13STATE to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary.

#### 18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

18.2.2.1 Except for certain charges identified as related to Caged Shared Collocation, each Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Collocator for space. However, AT&T-13STATE shall bill the other Collocators in the shared cage for use of Network Elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements.

#### 18.2.3 Floor Space Charges

##### 18.2.3.1 Caged Collocation

18.2.3.1.1 The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.1.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Collocator in AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.

18.2.3.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.

18.2.3.1.4 If the Collocator elects to install, or requests that AT&T-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside

its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary applies.

#### 18.2.3.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- Construction costs
- Operating costs

#### 18.2.3.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

#### 18.2.3.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

#### 18.2.3.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by AT&T-13STATE to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating AT&T-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment

- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

#### 18.2.3.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in the Collocation Rate Summary.

- Grounded wire partition
- Door key Set
- Lights
- AC Outlet
- Cable rack and support structure inside the cage

#### 18.2.3.2 Cageless Collocation

18.2.3.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by AT&T-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.2.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in AT&T-13STATE premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

##### 18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- Construction costs
- Operating costs

##### 18.2.3.2.2.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles



- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

#### 18.2.3.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Aisle lighting
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

#### 18.2.3.2.2.4 Safety and Security

This charge represents reasonable costs incurred by AT&T-13STATE to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating AT&T-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

### 18.3 DC Power Amperage Charge

18.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a 20-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T shall only bill Collocator the monthly recurring charge applicable to DC Power for a total of twenty (20) amps. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware and cabling, and AC energy to convert to DC power.

#### 18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

- 18.3.2.1 This monthly recurring charge consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T-13STATE will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T-13STATE shall only bill Collocator the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.
- 18.3.3 DC Power Arrangement Provisioning
- 18.3.3.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a non-recurring and monthly rate for either 2-10 amp, 2-20 amp, 2-30 amp, 2-40 amp, 2-50 amp, or 2-100 amp feeds.
- 18.3.4 DC Power Panel (Maximum 200 amp) (Optional)
- 18.3.4.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-13STATE technical support. This rate element may be provided by AT&T-13STATE.
- 18.3.5 Eligible Structure Ground Cable Arrangement, Each
- 18.3.5.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space.
- 18.3.6 Security Cards
- 18.3.6.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary. AT&T-13STATE will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate AT&T Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the telecommunications carrier online website <https://clec.AT&T.com/clec>. In emergency or other extenuating circumstances (but not in the normal course of business), Collocator may request that the twenty-one (21) day interval be expedited, and AT&T-13STATE will issue the access and/or ID cards as soon as reasonably practical. There is an additional charge for expedited requests.
- 18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath
- 18.3.7.1 This rate element describes any reinforced passage or opening placed for the Collocator-provided facility between AT&T-13STATE designated manhole and the cable vault of the Eligible Structure.
- 18.3.8 Entrance Fiber Charge, Per Cable Sheath
- 18.3.8.1 The Entrance Fiber Charge reflects the time spent by AT&T-13STATE in pulling the Collocator's cable facilities from AT&T-13STATE designated manhole, through AT&T-

13STATE cable vault and through AT&T-13STATE cable support structure to the Collocator's equipment.

### 18.3.9 AT&T-13STATE to Collocation Interconnection Arrangement Options

18.3.9.1 Collocator will select one or more of the interconnection arrangements listed below.

#### 18.3.9.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS)

18.3.9.1.1.1 This sub-element is an AT&T-13STATE-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

#### 18.3.9.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS)

18.3.9.1.2.1 This sub-element is an AT&T-13STATE-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

#### 18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement

18.3.9.1.3.1 This sub-element is an AT&T-13STATE-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Collocator's equipment bay and AT&T-13STATE network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.

### 18.3.10 Optical Circuit Arrangement

18.3.10.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to AT&T-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.

### 18.3.11 Bits Timing (per circuit) (Optional)

18.3.11.1 An AT&T-13STATE provided single signal from AT&T-13STATE timing source to provide synchronization between a Collocator's single Network Element and AT&T-13STATE's equipment.

### 18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by AT&T-13STATE to the Collocator's dedicated Physical Collocation space.

### 18.3.13 Collocation Availability Space Report Fee

18.3.13.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of Collocators, any modifications in the use of space since the generation of the last available report, and measures that AT&T-13STATE is undertaking to make additional space available for collocation.

### 18.3.14 Pre-visits

#### 18.3.14.1 General Applications

18.3.14.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with AT&T-13STATE to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's Physical Collocation arrangement. If the prospective Collocator elects to pre-visit AT&T-13STATE's Eligible Structures, the Collocator must submit its request in writing ten (10) business days in advance to the Collocation Account Manager. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective Collocator will not be allowed to take photographs, make copies of AT&T-13STATE site-specific drawings or make any notations.

18.3.14.1.2 For pre-visits, AT&T-13STATE will provide an employee of AT&T-13STATE to conduct the pre-visit, unless a different number of AT&T-13STATE employees are mutually agreed upon. The Collocator will be billed for the time of the assigned AT&T-13STATE employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

### 18.3.15 Construction Inspections

18.3.15.1 The Collocator will be charged for the time AT&T-13STATE employees spend during the construction inspection with the Collocator, based on fifteen (15)-minute increments. If any travel expenses are incurred, the Collocator will be charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

### 18.3.16 Adjacent On-site Structure Arrangements

#### 18.3.16.1 Adjacent On-site Structure Arrangements

18.3.16.1.1 If a Collocator elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside AT&T-13STATE Eligible Structure, AT&T-13STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Collocator elect to have AT&T-13STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

#### 18.3.16.2 Adjacent On-site Planning Fee

18.3.16.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and AT&T-13STATE on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

### 18.3.17 Adjacent Off-site Arrangement

#### 18.3.17.1 Adjacent Off-site Structure Arrangements

18.3.17.1.1 If the Collocator elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2. of this Appendix and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside AT&T-13STATE Eligible Structure and Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, AT&T-13STATE will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

#### 18.3.17.2 Planning Fee Adjacent Off-site Arrangement

18.3.17.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and AT&T-13STATE on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

### 18.3.18 Conduit Space for Adjacent Off-site Arrangement

18.3.18.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T-13STATE designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

### 18.3.19 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

18.3.19.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

### 18.3.20 Miscellaneous Charges (Optional)

18.3.20.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.

### 18.3.21 Collocation to Collocation Connection

18.3.21.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

#### 18.3.21.1.1 Fiber Cable (12 Fibers)

18.3.21.1.1.1 This rate element is for AT&T-13STATE to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

18.3.21.1.2 Copper Cable (28 DS1s)

18.3.21.1.2.1 This rate element is for AT&T-13STATE to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.3 Coax Cable (1 DS3)

18.3.21.1.3.1 This rate element is for AT&T-13STATE to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.4 Cable Racking and Hole

18.3.21.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

18.3.21.1.5 Route Design

18.3.21.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge.

## 19. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

19.1 This Section provides rates, terms and conditions for Complete Space Discontinuance, Space Reassignment, Power Reduction and Interconnection Termination Reduction

### 19.2 Complete Space Discontinuance

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If the Collocator is unable to complete the following activities within the designated time frame, the Collocator may request an additional thirty (30) calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

- (A) Remove Collocator's equipment bays (relay racks) from the Physical Collocation space, using an AT&T 13-STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor.
- (B) Remove Collocator's equipment from the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the AT&T-13STATE rack level. Collocator must use an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

- (D) Remove Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (E) Remove Collocator's miscellaneous items from within the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor.

- 19.2.1 For complete space discontinuance, Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Collocator be responsible for cable mining (removal). Instead the AT&T-13STATE will perform those tasks. Collocator will pay for those tasks through rate elements listed in Section 19.6.
- 19.2.2 If the Collocator fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the AT&T-13STATE may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by AT&T-13STATE, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and expense, and the Collocator will hold AT&T-13STATE harmless from the failure to return any equipment, property or other items.
- 19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Collocator's AT&T-13STATE Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the AT&T-13STATE confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

### 19.3 Space Reassignment

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 19.2, above the Collocator ("Exiting Collocator") may reassign the Physical Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of AT&T-13STATE. In order to request consent to assign a Physical Collocation Arrangement, either the Collocator Assignee or Exiting Collocator may submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee, Space Reassignment shall be subject to the following terms and conditions:

- 19.3.1 Collocator Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA or an effective interim ICA.
- 19.3.2 Exiting Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the AT&T-13STATE turns over the Physical Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The AT&T-13STATE's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the AT&T-13STATE makes available the Physical Collocation Arrangement to the Collocator Assignee.
- 19.3.3 An Exiting Collocator may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.

- 19.3.4 Collocator Assignee will defend and indemnify the AT&T-13STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.
- 19.3.5 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T-13STATE equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold the AT&T-13STATE harmless from any third-party claims involving allegations that Collocator Assignee does not hold proper title to such non- AT&T-13STATE equipment and other items.
- 19.3.6 AT&T-13STATE will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before AT&T-13STATE begins to convert the Physical Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the AT&T-13STATE shall finish the work to convert the space within thirty (30) calendar days. AT&T-13STATE and Collocator Assignee will coordinate all conversion work to insure that the end user customers of Collocator Assignee do not suffer disruptions of service.
- 19.3.7 Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 18.3.6 will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.
- 19.3.8 Collocator Assignee assumes each Physical Collocation Arrangement "as is" which means that AT&T-13STATE will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).
- 19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.
- 19.4 Power Reduction
- 19.4.1 The Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-13STATE power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.



- 19.4.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Appendix referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an AT&T 13-STATE BDFB or a AT&T 13-STATE Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.
- 19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-13STATE BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an AT&T-13STATE Approved Tier 1 Vendor to coordinate fuse changes at the AT&T-13STATE BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-13STATE Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the AT&T-13STATE shall coordinate the fuse changes at the AT&T-13STATE Power Plant.
- 19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-13STATE's BDFB or Power Plant, the AT&T-13STATE Approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:
- (A) Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-13STATE rack level. Collocator must use a AT&T-13STATE Approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- 19.4.5 When the Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.
- 19.4.6 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 19.8. The same augment intervals that are outlined in this Appendix for adding power will apply to power reduction requests.
- 19.4.7 AT&T-13STATE agrees to provide to Collocator confirmation of all completed reduction requests made by Collocator pursuant to this Section 19.4.

## 19.5 Interconnection Termination Reduction

- 19.5.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator must maintain at least one minimum interconnection arrangement increment authorized in Section(s) 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Appendix for adding interconnection terminations will apply to interconnection termination reductions.
- 19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The AT&T-13STATE will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Collocator must perform the following activity:
- (A) Remove terminations at both ends of the interconnection cable and cut cables up to AT&T-13STATE rack level. Collocator must use an AT&T-13STATE approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- 19.5.3 AT&T-13STATE agrees to provide to Collocator confirmation of all completed reduction requests made by Collocator pursuant to this Section 19.5.

## 19.6 Rate Element Descriptions for Complete Space Discontinuance

- A. Application Fee – The charge assessed by the AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.
- B. Project Management Fee – Complete Space Discontinuance – Reflects the AT&T-13STATE's labor costs to project manage the complete discontinuance of the Collocator's space. The labor costs include the AT&T-13STATE engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.
- C. Remove Fiber Jumpers – Remove four fiber jumpers from the fiber protection system raceway.
- D. Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- E. Remove VF/DS0 Cable – Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- F. Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- G. Remove DS3 Cable (Coax) – Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf,

- 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- H. Remove Timing Cable – Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
  - I. Remove Power Cable – Distribution from the AT&T-13STATE BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
  - J. Remove Power Cable – Distribution from the AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed & above) – Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
  - K. Remove Cage Grounding Material – Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
  - L. Remove Fiber Entrance Cable – Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.
  - M. Restore Floor Tile - Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.
  - N. Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

**Note 1** for Material: Cable scrap boxes are designed for cable cut into three (3) foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

#### 19.7 Rate Element Descriptions for Space Reassignment

- A. Application Fee – The charge assessed by AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.
- B. Project Management Fee – Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Collocator." The charge reflects the AT&T-13STATE's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.
- C. Restencil DS0/DSL Block – The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.

- D. Restencil DS1 Block– The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.
  - E. Restencil DS3 Block – The charge to remove/change stenciling on DSX3 panel per DS3.
  - F. Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.
  - G. Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.
  - H. Restencil Power – The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.
  - I. Restencil Timing – The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.
  - J. Timing Record Book Update – The charge to update timing records when changes/removals occur.
  - K. Interconnection Records Update – The charge to update interconnection records when changes/removals occur.
  - L. Power Records Update – The charge to update power records when changes/removals occur.
  - M. Vendor Engineering – The labor costs for AT&T-13STATE Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.
- 19.8 Rate Element Descriptions for Power Reduction (cable removal)
- A. Application Fee – The charge assessed by the AT&T-13STATE to process the Collocator’s application for Physical Collocation Arrangements.
  - B. Project Management Fee – Power Reduction (cable removal) - Reflects AT&T-13STATE’s labor costs to manage the removal of the individual Collocator’s power cable facilities used for or associated with serving the Physical Collocation Arrangement.
  - C. Remove Power Cable – Distribution from AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
  - D. Remove Power Cable – Distribution from AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.
- 19.9 Rate Element Descriptions for Power Reduction (re-fusing only)
- A. Application Fee – The charge assessed by AT&T-13STATE to process the Collocator’s application for Physical Collocation Arrangements.
  - B. Project Management Fee – Power Re-Fusing Only at AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects AT&T-13STATE’s labor costs to project manage the change of the power re-fusing change on the Collocator’s power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-13STATE BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at AT&T-13STATE BDFB.
  - C. Project Management Fee – Power Re-Fusing Only at AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the AT&T-13STATE’s labor costs to

project manage the change of the individual Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-13STATE Power Board. This fee is applicable when AT&T-13STATE is coordinating the fuse reduction at AT&T-13STATE Power Board.

- D. Power Fuse Reductions on AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – The charge for AT&T-13STATE to tag cables and update Central Office power records associated with the fuse change on the AT&T-13STATE BDFB per one to four (1-4) fuses. This fee applies when the Collocator performs the fuse change at the BDFB.
- E. Power Fuse Reductions on AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for AT&T-13STATE to change the fuse at AT&T-13STATE power board, tag cables and update Central Office power records associated with fuse change on AT&T-13STATE Power Board per one to four (1-4) fuses.

#### 19.10 Rate Element Descriptions for Interconnection Termination Reduction

- A. Application Fee – The charge assessed by AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.
- B. Project Management Fee – Interconnection Termination Reduction – The charge reflects AT&T-13STATE's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.
- C. Remove VF/DS0 Cable – Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the AT&T-13STATE Main Distribution Frame to the Physical Collocation Arrangement.
- D. Remove DS1 Cable – Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- E. Remove DS3 Cable (Coax) – Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- F. Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- G. Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

#### 20. RATES AND CHARGES – AT&T 13STATE PRICING SCHEDULE (See the Collocation Rate Summary)

#### 21. CDOW (COLLOCATOR DOES OWN WORK) - COLLOCATOR RESPONSIBILITIES

- 21.1 The Collocator may elect to provision the collocation site or the Collocator may elect to hire AT&T-13STATE to provision the collocation site per previous Sections.
- 21.2 When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE Approved Tier 1 Vendor, the following Sections will apply. However, the

terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.

- 21.3 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and AT&T-13STATE Main Distribution Frame or its equivalent by AT&T-13STATE Approved Tier 1 Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found Section 8.2. The Collocator's AT&T-13STATE Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities;
- 21.4 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and AT&T-13STATE's Battery Distribution Fuse Bay (BDFB) by using an AT&T-13STATE Approved Tier 1 Installation Vendor. When AT&T-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact AT&T-13STATE Project Manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T-13STATE Power Plant Primary Distribution, which will be performed by AT&T-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's AT&T-13STATE Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities.
- 21.5 Interval (Collocator Installs Interconnection and Power Cabling)
- 21.5.1 The intervals set forth in this Section apply only when Collocator installs interconnection and power cabling. AT&T-13STATE will notify Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If AT&T-13STATE determines that Collocator's Physical Collocation Application is unacceptable, AT&T-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.
- 21.5.2 The delivery interval relates to the period in which AT&T-13STATE shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date AT&T-13STATE receives an accurate and complete Physical Collocation Application from the

Collocator. The Collocator must provide AT&T-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as AT&T-13STATE has received such response and payment. If the Collocator has not provided AT&T-13STATE such response and payment by the twelfth (12) calendar day after the date AT&T-13STATE notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 1 below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.5.3.1 The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

**Table 1**

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

21.5.3.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by AT&T-13STATE will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

21.5.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty-five (85) calendar days.

- 21.5.4 The second fifty percent (50%) payment must be received by AT&T-13STATE prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by AT&T-13STATE.
- 21.5.5 For the following Augments, the Collocator must submit a complete and accurate Physical Collocation Application, along with an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.
- 168 DS1 connections and/or
  - 48 DS3 connections and/or
  - 400 Copper shielded cable pair connections
  - 12 fiber pair connections
- 21.5.5.1 Applications (except requests for Adjacent Structure Collocation) received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T-13STATE.
- 21.5.5.2 The delivery interval for the above Augments is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 2 below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.
- 21.5.5.3 The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

**Table 2**

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

21.5.5.4 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table 2 above. All applications received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:



- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.
- 21.5.6 For all Augments other than provided above, AT&T-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.
- 21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.
- 21.6 Rates Elements for AT&T-13STATE Central Offices
- 21.6.1 Caged Collocation
- 21.6.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes four inch (4") conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary. This is expressed as a non-recurring charge per square foot of floor space requested.
- 21.6.2 DC Power Arrangement Provisioning
- 21.6.2.1 When the Collocator selects the option to provide and install its power cable by a AT&T-13STATE Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to AT&T-13STATE Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but AT&T-13STATE Approved Power Installation Vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers AT&T-13STATE Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.
- 21.6.3 Entrance Fiber Optic Cable Arrangement
- 21.6.3.1 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.
- 21.6.4 DS0 Voice Grade Interconnection Cable Arrangement
- 21.6.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an AT&T-13STATE Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.10 Collocation to Collocation Connection

21.6.10.1 This rate element includes physical to physical, and physical to virtual connection options.

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

#### 21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

#### 21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

#### 21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.

#### 21.6.10.1.5 Route Design

21.6.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary.

## 22. NON-BILLING DISPUTE RESOLUTION

### 22.1 Commencing Dispute Resolution

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

22.1.1.1 Collocation Service Center and Collocation Account Manager;

22.1.1.2 Informal Dispute Resolution; and

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

### 22.2 Non-billing Disputes

22.2.1 In the event of a bona fide non-billing dispute between a Collocator and AT&T-13STATE, Collocator shall include in written notice referenced in Section 22.1.1 above the following information: (a) the Central Office involved in the controversy, (b) the date controversy occurred, (c) detailed description of the controversy, (d) along with any and all documentation from both Parties. Failure to provide the information required by this Section not later than forty-five (45) days following the initial submission of the controversy, shall constitute Collocator's irrevocable and full waiver of its right to file a dispute.

#### 22.2.2 Informal Resolution of Non-billing Disputes:

Upon receipt by AT&T-13STATE of written notice of a non-billing dispute from Collocator made in accordance with the requirements of Section 22.1.1 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve such non-billing dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the

representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

22.2.3 Formal Resolution of Non-billing Disputes:

If the Parties are unable to resolve the non-billing dispute through the informal procedure described in Section 22.2.2 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than thirty (30) calendar days after receipt of the notice initiating dispute resolution required by Section 22.1.1 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix.

22.3 Billing Dispute Resolution: Billing disputes will be governed by the terms and condition with the General Terms and Conditions Appendix.

# APPENDIX VIRTUAL COLLOCATION

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## APPENDIX VIRTUAL COLLOCATION

### 1. GENERAL DESCRIPTION

- 1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to AT&T-13STATE's Lawful Unbundled Network Elements ("Lawful UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.
- 1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which CLEC will obtain Virtual Collocation from AT&T-13STATE pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any AT&T-13STATE tariff, and agree not to so purchase or attempt to so purchase from any AT&T-13STATE tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-13STATE to enforce the foregoing (including if AT&T-13STATE fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to CLEC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T-13STATE may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T-13STATE may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.
- 1.3 Upon request from a Collocator, AT&T-13STATE will provide one of the following maintenance alternates for its Virtual Collocation offering:
  - 1.3.1 In all of AT&T-13STATE's premises, AT&T-13STATE will offer Virtual Collocation wherein AT&T-13STATE maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.
  - 1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. AT&T-13STATE may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 17, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that AT&T-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17 is null and void and all Virtual Collocation will be maintained as described in Section 1 above.
- 1.4 Virtual Collocation in the Central Office is available for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access as well as AT&T-

- 13STATE provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with AT&T-13STATE provided UNEs.
- 1.5 Rates for the individual Lawful UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with AT&T-13STATE.
  - 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE within AT&T-13STATE's Central Offices is contained in Section 12 (Rate Regulations). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE within AT&T-13STATE's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for AT&T-13STATE CEVs, huts and cabinets).
  - 1.7 Virtual Collocation provides for Interconnection to AT&T-13STATE for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with AT&T-13STATE provided Lawful UNEs when the Equipment is Provided by the Collocator.
  - 1.8 Virtual Collocation provides for interconnection between AT&T-13STATE and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in AT&T-13STATE Central Offices and for interconnection with AT&T-13STATE provided Lawful UNEs in AT&T-13STATE Central Offices and CEVs, huts and cabinets.
  - 1.9 Virtual Collocation is available at AT&T-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in AT&T-13STATE CEVs, huts and cabinets. Upon request, AT&T-13STATE will provide a listing of locations of AT&T-13STATE's CEVs, huts or Cabinets.
  - 1.10 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access Lawful UNEs. Such access is provided through cross connects purchased from the Agreement. Lawful UNEs including associated cross connects are obtained from the Agreement between the Collocator and AT&T-13STATE. Cross connects associated with Lawful UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:
    - 1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in AT&T-13STATE's Technical Publication <https://clec.AT&T.com/clecl/>.
    - 1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to AT&T-13STATE under 47.U.S.C. § 251(c)(2) or accessing AT&T-13STATE's Lawful UNEs under 47.U.S.C. § 251(c) (3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to Lawful UNEs. Such uses are limited to interconnection to AT&T-13STATE's network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to AT&T-13STATE's Lawful UNEs "for the provision of a telecommunications service."
    - 1.10.3 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; 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. AT&T-13STATE is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
    - 1.10.4 In addition, AT&T-13STATE voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the



AT&T/Ameritech Merger Conditions. Under the AT&T/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 only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel 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 Collocator premises shall be considered network terminating equipment."

- 1.10.5 AT&T-13STATE does not allow collocation of other Multifunctional Equipment, except that AT&T-13STATE will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with AT&T-13STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to AT&T-13STATE's Lawful UNEs for the provision of a telecommunications service. AT&T-13STATE voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if AT&T-13STATE and Collocator mutually agree to such collocation.
- 1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs" 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. AT&T-13STATE will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.10.7 AT&T-13STATE voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if AT&T-13STATE and Collocator mutually agree to such placement, in AT&T-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), AT&T-13STATE voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an AT&T-13STATE Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in AT&T-13STATE or (2) requested by Collocator and accepted by AT&T-13STATE 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)). AT&T-13STATE's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC AT&T/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

- 1.10.9 All types of network equipment placed in AT&T-13STATE network equipment areas of Eligible Structures by AT&T-13STATE or Collocator must meet AT&T-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-13STATE) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-13STATE and its contractors when engineering and installing equipment.
- 1.10.10 In the event that AT&T-13STATE denied Collocation of Collocator's equipment, citing Safety Standards, AT&T-13STATE will provide within five (5) business days of Collocator's written request to AT&T-13STATE representative(s), a list of AT&T-13STATE equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AT&T-13STATE equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.
- 1.10.11 In the event AT&T-13STATE believes that collocated equipment is not necessary for interconnection or access to Lawful UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, AT&T-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Appendix.
- 1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If AT&T-13STATE chooses to have its personnel present when the CLEC equipment is installed, then AT&T-13STATE's presence will be at its own expense. However, if AT&T-13STATE demonstrates that the CLEC

contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by AT&T-13STATE.

1.12 Federal Telecommunications Act of 1996 (the "Act")

- 1.12.1 AT&T-13STATE provides Virtual Collocation for interconnection to AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to AT&T-13STATE's Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).
- 1.12.2 The use of Virtual Collocation for (1) interconnection to AT&T-13STATE or (2) access to AT&T-13STATE's Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at AT&T-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in AT&T-13STATE CEVs, huts and cabinets.
- 1.12.3 In addition, the following terms and conditions contained in the AT&T-13STATE's Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 4.1-Limitation of Liability, Section 4.3-Force Majeure Events, Section 5.4-Casualty Loss, Section 3.1- Certification, Section 3.3-Hazardous Waste & Materials, Section 3.4-Safety, Section 8.3-Cancellation Prior to Due Date, Section 8.7- Allowance for Interruptions, Section 10.4-Threat to Personnel, Network, or Facilities, Section 10.5-Interference or Impairment, Section 10.7-Alterations, Section 13-Re-entry, and other relevant sections of the Physical Collocation Appendix to the extent the substance of such provisions is not addressed, and does not conflict with any provision, herein.

## 2. DEFINITIONS

- 2.1 Act - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 Active Collocation Space – Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 Adjacent Off-site Arrangement – Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.
  - 2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.

- 2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-13STATE shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-13STATE's facilities. AT&T-13STATE shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 2.3.3 In the event that interior space in an Eligible Structure becomes available, AT&T-13STATE will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T-13STATE property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. AT&T-13STATE and telecommunications carrier will mutually agree on the location of the designated space on AT&T-13STATE premises where the adjacent structure will be placed. AT&T-13STATE will not unreasonably withhold agreement as to the site desired by Collocator.
- 2.5 "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, L.P. 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
- 2.6 "**AT&T-13STATE**" - As used herein, AT&T-13STATE means the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 2.7 **Augment** - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.
- 2.8 **Collocator** - Choice One Communications of Ohio, Inc.
- 2.9 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-13STATE or other collocators. AT&T-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T-13STATE is not reached regarding the Custom Work Charge, AT&T-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T-13STATE that was not paid or underpaid. These

- overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, AT&T-13STATE shall file the appropriate interconnection agreement amendment. However, AT&T-13STATE shall not delay completion of such work during the agreement approval process. AT&T-13STATE shall perform such work based upon provisional rates, subject to true up.
- 2.10 **Day** – For purposes of application and/or installation intervals, “day” denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.
- 2.11 **Dedicated Space** - Denotes the space dedicated for the Collocator’s Physical Collocation arrangement located in AT&T-13STATE Eligible Structure.
- 2.12 **Effective Date** – The date on which both Parties have signed the Amendment.
- 2.13 **Eligible Structure** - Eligible Structure refers to AT&T-13STATE’s Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-13STATE that house its network facilities, and all structures that house AT&T-13STATE’s facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.14 **Infrastructure Systems** - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.
- 2.15 **Legitimately Exhausted** – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before AT&T-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T-13STATE’s response to a Collocator’s application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 1.12.3 of the Agreement. In making this determination, AT&T-13STATE may reserve space for transport equipment for current year plus two years. Additionally, AT&T-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-13STATE or for future use by AT&T-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS)) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.
- 2.16 **Other (Inactive) Collocation Space** - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.
- 2.17 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator’s Dedicated Space.
- 2.18 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment.

A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.

- 2.19 **Telecommunications Infrastructure Space** – Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to Lawful UNEs of AT&T-13STATE's network.

### 3. PROVISIONING

- 3.1 Virtual Collocation for Interconnection to AT&T-13STATE or access to AT&T-13STATE provided Lawful UNEs is ordered as set forth in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.AT&T.com/clec/> for Virtual Collocation in 13-STATES. AT&T-13STATE will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of Collocator.
- 3.2 AT&T-13STATE will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

### 4. COLLOCATOR RESPONSIBILITIES

- 4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to AT&T-13STATE's Lawful UNEs. The Collocator will, at its expense, provide the following:
- 4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),
  - 4.1.2 All unique tools and test equipment,
  - 4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,
  - 4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,
  - 4.1.5 All training as described in Section 12.4.16.
- 4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on AT&T-13STATE property. Suitable replacements are to be immediately provided to AT&T-13STATE to restore equipment.
- 4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T-13STATE Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

### 5. COOPERATIVE RESPONSIBILITIES

- 5.1 AT&T-13STATE will work cooperatively with the Collocator to develop implementation plans including timelines associated with:
- 5.1.1 Placement of Collocator's fiber into the Central Office vault,
  - 5.1.2 Location and completion of all splicing,
  - 5.1.3 Completion of installation of equipment and facilities,
  - 5.1.4 Removal of above facilities and equipment,
  - 5.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-13STATE on anticipated additional Virtual Collocation requirements,

5.1.6 To the extent known, the Collocator is encouraged to provide AT&T-13STATE with a listing of the equipment types that they plan to virtually collocate in AT&T-13STATE's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-13STATE personnel are properly trained on Collocator equipment.

**6. INTERVALS AND PROVISIONING**

6.1 Quote Intervals

6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T-13STATE will begin development of the quotation. AT&T-13STATE will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.

6.1.2 In responding to an application request, AT&T-13STATE shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.

6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation interconnection:

Number of Applications By One Collocator	Quotations Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 – 20	25 Calendar Days

6.1.4 Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with AT&T-13STATE at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.

6.1.6 Once AT&T-13STATE has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.

6.1.7 If the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

6.2 Implementation Intervals

6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, AT&T-13STATE will allow the Collocator's vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The Virtual Collocation interval ends

when roughed in, unterminated DC power and interconnection cabling is provided to the Virtual Collocation area.

- 6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), huts and cabinets.
- 6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

**Table 2-1**

<u>Type</u>	<u>Description</u>	<u>Interval</u>	<u>Exception</u>
Virtual	Active Collocation space	90 calendar days	With <u>AT&amp;T-13STATE</u> installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bays/racks/frames

- 6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), AT&T-13STATE shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.
  - 6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, AT&T-13STATE will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. AT&T-13STATE will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where AT&T-13STATE will be installing all or some of the bays. AT&T-13STATE considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.
  - 6.2.6 If a completion date outside the time period required herein is not agreed to by the Parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either Party to the appropriate Commission for determination.
- 6.3 Installation of Virtual Collocation Equipment
- 6.3.1 AT&T-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
  - 6.3.2 AT&T-13STATE will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.
  - 6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for



the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

- 6.3.4 The Collocator and AT&T-13STATE must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T-13STATE will cooperatively test the collocated equipment and facilities with the Collocator.
- 6.3.5 AT&T-13STATE will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the CLEC at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.
- 6.4 Revisions
- 6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.
- 6.4.1.1 Major Revisions include:
- adding telecommunications equipment that requires additional electrical power
  - adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.
- 6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.
- 6.4.1.2 Minor Revisions include:
- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
  - adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
  - adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system
- 6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.
- 6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by AT&T-13STATE to determine whether the revision is major or minor.
- 6.5 Augments
- 6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to AT&T-13STATE Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.
- 6.5.2 AT&T-13STATE will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

## 7. EQUIPMENT PROVISIONING

- 7.1 The Collocator will arrange to deliver to AT&T-13STATE Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs

and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.

- 7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.
- 7.3 AT&T-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

## 8. REPAIR OF EQUIPMENT

- 8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-13STATE may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to AT&T-13STATE Central Offices and AT&T-13STATE CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-13STATE on the Collocator's facilities and equipment.
- 8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-13STATE with the location and identification of the equipment and a detailed description of the trouble.
- 8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-13STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

## 9. MAINTENANCE OF EQUIPMENT

- 9.1 The Collocator will request any and all maintenance by AT&T-13STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-13STATE with the location and identification of the equipment and a detailed description of the maintenance requested.
- 9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-13STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

## 10. ALARM COLLECTION

- 10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.
- 10.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

## 11. TERMINATION OF VIRTUAL COLLOCATION

- 11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with AT&T-13STATE to remove the Collocator's equipment and facilities from AT&T-13STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. AT&T-13STATE is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. AT&T-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. AT&T-13STATE will only be responsible for damage done to such equipment caused by gross negligence on

the part of AT&T-13STATE or its contractors during the removal process. However, Collocator will indemnify and hold AT&T-13STATE harmless for any damage done to virtually collocated equipment if AT&T-13STATE permits the Collocator to hire a contractor approved by AT&T-13STATE to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by AT&T-13STATE and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of CLEC Virtual Collocation equipment, AT&T-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. AT&T-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T-13STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

## 12. RATE REGULATIONS

- 12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE under section 251(c)(2) and for access to AT&T-13STATE provided Lawful UNEs under 251(c)(3), when the Collocator provides the equipment.
- 12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.
- 12.3 Rates and charges specific to Virtual Collocation for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to AT&T-13STATE provided Lawful UNEs under 251(c)(3) in AT&T-13STATE's Central Offices are set forth on the Collocation Rate Summary (Rates and Charges for AT&T-13STATE Central Offices). Rates and charges specific to Virtual Collocation for access to AT&T-13STATE provided Lawful UNEs in AT&T-13STATE CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for AT&T-13STATE CEVs, huts and cabinets).
- 12.4 Rate Elements for AT&T-13STATE Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to AT&T-13STATE's provided Lawful UNEs to be used in conjunction with Virtual Collocation in AT&T-13STATE's Central Offices.

### 12.4.1 Planning Fee

- 12.4.1.1 The Planning Fee recovers AT&T-13STATE costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for AT&T-13STATE personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

#### 12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in AT&T-13STATE's Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

#### 12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by AT&T-13STATE expressed as a monthly rate. AT&T-13STATE's Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by AT&T-13STATE and the Collocator or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

#### 12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with the Collocator or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

#### 12.4.5 Real Estate

12.4.5.1 These rate elements provide for AT&T-13STATE to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

##### 12.4.5.2 Site Conditioning

12.4.5.2.1 Permits AT&T-13STATE to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

##### 12.4.5.3 Safety and Security

12.4.5.3.1 Permits AT&T-13STATE to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

#### 12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for AT&T-13STATE pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided as Lawful UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

- 12.4.6.2 Entrance Conduit, per sheath
  - 12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.
- 12.4.7 DC Power Arrangement Provisioning
  - 12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, AT&T-13STATE will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.
- 12.4.8 DC Power Amperage Charge
  - 12.4.8.1 DC Power per AMP
    - 12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and AT&T will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPS), but AT&T shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPS. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, Battery Distribution Fuse Bay (BDFB), associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.
  - 12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)
    - 12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.
  - 12.4.8.3 Ground Cable Arrangement
    - 12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.
- 12.4.9 DS0 Voice Grade Interconnection Cable Arrangement
  - 12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between AT&T-13STATE's Distributing Frame and the virtually collocated equipment expressed as a combination of a non-

recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

- 12.4.10 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)
  - 12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T-13STATE's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.
  - 12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.
- 12.4.11 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)
  - 12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T-13STATE's Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.
- 12.4.12 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)
  - 12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T-13STATE's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.
- 12.4.13 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)
  - 12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T-13STATE's Digital System Cross-Connect Frame functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.
- 12.4.14 Fiber Interconnection Cable Arrangement
  - 12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between AT&T-13STATE's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.
- 12.4.15 Timing Source Arrangement (Optional)
  - 12.4.15.1 AT&T-13STATE provided single signal from AT&T-13STATE's timing source to provide synchronization between a Collocator's single network element and AT&T-13STATE's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.
- 12.4.16 Training
  - 12.4.16.1 AT&T-13STATE is responsible for determining when training is necessary and how many of AT&T-13STATE's employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for Virtual Collocation. AT&T-13STATE will be limited to request

training for four (4) of AT&T-13STATE's personnel per location, unless a different number is mutually agreed upon by AT&T-13STATE and Collocator.

- 12.4.16.2 The Collocator may have AT&T-13STATE arrange for the required training of AT&T-13STATE's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.
  - 12.4.16.3 If AT&T-13STATE chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:
    - 12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and
    - 12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for AT&T-13STATE employee training.
    - 12.4.16.3.3 arrange and pay all costs associated with AT&T-13STATE employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for AT&T-13STATE employee training.
  - 12.4.16.4 AT&T-13STATE will work cooperatively with the Collocator to schedule AT&T-13STATE's personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for AT&T-13STATE's personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary will be assessed to the Collocator.
- 12.4.17 Maintenance and Repair Labor Rates
- 12.4.17.1 Maintenance of Equipment
    - 12.4.17.1.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.
    - 12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.
  - 12.4.17.2 Repair of Equipment
    - 12.4.17.2.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.
    - 12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble

are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

- 12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

#### 12.4.18 Collocation-to-Collocation Connection

This rate element includes virtual-to-virtual, and virtual-to-physical connection options.

##### 12.4.18.1 Fiber Cable (12 Fiber Pair)

- 12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

##### 12.4.18.2 Copper Cable (28 DS1s)

- 12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

##### 12.4.18.3 Coax Cable (1 DS3)

- 12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

##### 12.4.18.4 Cable Racking and Hole

- 12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

##### 12.4.18.5 Route Design

- 12.4.18.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

#### 12.4.19 Equipment Evaluation Cost

- 12.4.19.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

#### 12.4.20 Test and Acceptance

- 12.4.20.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the



installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

## 12.5 Rate Elements for AT&T-13STATE's CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to AT&T-13STATE's provided Lawful UNEs in AT&T-13STATE's CEVs, huts and cabinets.

### 12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

### 12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T-13STATE CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary.

### 12.5.3 DC Power Amperage Charge

12.5.3.1 This sub-element provides for the use of power in the hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

### 12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

### 12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

### 12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a maxi-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

### 12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a mini-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

### 12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.9 Medium Cabinet

12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.10 Small Cabinet

12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.11 Project Coordination Fee

12.5.11.1 The project coordination fee provides for AT&T-13STATE personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

**13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION**

13.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

13.2 For purposes of virtually collocating equipment, AT&T-13STATE shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to AT&T-13STATE and other Collocators.

13.3 After Collocator has been provided with written notification by AT&T-13STATE that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, AT&T-13STATE shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, AT&T-13STATE shall not prevent the Collocator from entering the Eligible Structure. If AT&T-13STATE does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, AT&T-13STATE shall deliver the requested documents to Collocator immediately upon locating same.

13.4 AT&T-13STATE will provide a security escort with the Collocator paying the expense for the escort. AT&T-13STATE will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that AT&T-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and void, and all Virtual Collocation will be maintained by AT&T-13STATE as described in Section 1.3 of this Appendix.

13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide AT&T-13STATE with reasonable notice of the entry. Notice will be provided to AT&T-13STATE's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to AT&T-13STATE's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.

- 13.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Disciplinary procedures shall be established in accordance with Section 14.3 of this Appendix to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of AT&T-13STATE or other Collocators in jeopardy.
- 13.7 AT&T-13STATE may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.
- 13.8 AT&T-13STATE shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-13STATE's equipment suppliers with equivalent access.
- 13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

#### 14. OBLIGATIONS OF THE COLLOCATOR

##### 14.1 Indemnification of AT&T-13STATE

- 14.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between AT&T-13STATE and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between AT&T-13STATE and Collocator. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 14.1.2 Collocator shall indemnify and hold harmless AT&T-13STATE, the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against AT&T-13STATE where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of AT&T-13STATE or its employees. The provisions in this Section are reciprocal and applicable also to AT&T-13STATE.
- 14.1.3 AT&T-13STATE shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnatee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnatee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep AT&T-13STATE and any other Indemnatee subject to any such claim fully informed as to

the progress of such defense, and (b) afford AT&T-13STATE and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

#### 14.2 Insurance

The Collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

- 14.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of AT&T-13STATE and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- 14.2.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations.
  - 14.2.2.1 Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. AT&T-13STATE will be named as an Additional Insured on the Commercial General Liability policy.
- 14.2.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.
- 14.2.4 Collocator releases AT&T-13STATE from and waives any and all right of recovery, claim, action or cause of action against AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against AT&T-13STATE, and any rights of Collocator against AT&T-13STATE for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that AT&T-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.
- 14.2.5 AT&T-13STATE requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.
- 14.2.6 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T-13STATE as well. If a certificate is not received, AT&T-13STATE will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency.

- 14.2.7 If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes AT&T-13STATE, and AT&T-13STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-13STATE will invoice Collocator for the costs incurred to so acquire insurance.
- 14.2.8 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."
- 14.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 14.2.10 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements described above shall immediately apply.
- 14.3 Conduct While in AT&T-13STATE Eligible Structures
- 14.3.1 Collocator and AT&T-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocator or AT&T-13STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other property of AT&T-13STATE:
- 14.3.1.1 Theft or destruction of AT&T-13STATE's or Collocator's property;
- 14.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-13STATE's property;
- 14.3.1.3 Threats or violent acts against other persons on AT&T-13STATE's property;
- 14.3.1.4 Knowing violations of any local, state or federal law on AT&T-13STATE's property;
- 14.3.1.5 Permitting unauthorized persons access to AT&T-13STATE or Collocator's equipment on AT&T-13STATE's property; and
- 14.3.1.6 Carrying a weapon on AT&T-13STATE's property.
- 14.3.2 In addition, Collocator and AT&T-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-13STATE or the Collocator of AT&T-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.AT&T.com/clec> for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.
- 14.3.3 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide

its employees with their own security training. Qualification program and security training details shall be included in AT&T-13STATE's Interconnector's Collocation Services Handbook for Virtual Collocation in AT&T-13STATE.

## 15. COOPERATIVE RESPONSIBILITIES

### 15.1 Qualification of Collocator

- 15.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.AT&T.com/clec/> for Virtual Collocation in 13-STATES.

## 16. RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

### 16.1 Rate Elements for AT&T-13STATE's Offices

- 16.1.1 This security escort charge consists of the charges for AT&T-13STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

### 16.2 Rate Element for AT&T-13STATE's CEV, Hut, and Cabinets

- 16.2.1 The security escort charge consists of the charges for AT&T-13STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

### 16.3 Application of Rates and Charges

- 16.3.1 Beginning on and after the Effective Date, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date], to all existing CLEC collocation arrangements, including those established before the Effective Date. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive

application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

## 17. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

### 17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and AT&T-13STATE Main Distribution Frame (MDF) or its equivalent by AT&T-13STATE Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's AT&T-13STATE Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T-13STATE Approved Vendor must obtain an approved Method Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

### 17.2 DC Power Arrangement Provisioning

17.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and AT&T-13STATE's Battery Distribution Fuse Bay (BDFB) by AT&T-13STATE Approved Power Installation Vendor. When AT&T-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

17.2.2 The Collocator must contact AT&T-13STATE project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T-13STATE Power Plant Primary Distribution, which will be performed by AT&T-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

### 17.3 Intervals and Provisioning

17.3.1 Implementation Intervals when CLEC hires AT&T-13STATE Approved Vendor Installs Interconnection and Power Cabling.

17.3.1.1 AT&T-13STATE will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by AT&T-13STATE. AT&T-13STATE will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If AT&T-13STATE determines that Collocator's Virtual Collocation Application is unacceptable, AT&T-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 17.3 is for new and augment Virtual Collocation Applications apply only when the Collocator installs interconnection and power cabling.

17.3.1.2 The delivery interval relates to the period in which AT&T-13STATE shall construct and turnover to the Collocator's AT&T-13STATE Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date AT&T-13STATE receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide AT&T-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as AT&T-13STATE has received such response and payment. If the Collocator has not provided AT&T-13STATE such response and payment by the twelfth (12th) calendar day after the date AT&T-13STATE notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by AT&T-13STATE taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.



**Table 1**

Number of All Applications submitted by One Collocator per state or <u>metering region</u>	Overhead Iron/Racking Exists for Virtual Collocation <u>Space Use</u>	Overhead Iron/Racking Does Not Exist for Virtual Collocation <u>Space Use</u>	Additional Power or HVAC is Required for Virtual Collocation <u>Space Use</u>
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

17.3.1.3 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T-13STATE.

17.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by AT&T-13STATE will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

**17.3.2 Payment**

17.3.2.1 The second fifty percent (50%) payment must be received by AT&T-13STATE prior to the space being turned over to the Collocator's AT&T-13STATE Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's AT&T-13STATE Approved Vendor by AT&T-13STATE.

**17.3.3 Cable Augments**

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

- 17.3.3.1.1 168 DS1 connections and/or
- 17.3.3.1.2 48 DS3 connections and/or
- 17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or
- 17.3.3.1.4 12 fiber pair connections

- 17.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.
- 17.3.3.3 The cabling Augment interval is determined by AT&T-13STATE taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

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

- 17.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.
- 17.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:
- 17.3.3.6 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.
- 17.3.4 All Other Augments
- 17.3.4.1 For all Augments other than provided above, AT&T-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.
- 17.3.5 Walk-Through Visit
- 17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring

charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for AT&T-13STATE Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When the Collocator selects the option to install the power cable by AT&T-13STATE Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.

17.4.2 DS0 Voice Grade Cable Arrangement

17.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.3 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.4 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.5 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.6 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.7 Fiber Interconnection Cable Arrangement

17.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is

expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

#### 17.4.8 Collocation to Collocation Connection

17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

##### 17.4.8.1.1 Fiber Cable (12 Fiber Pair)

17.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

##### 17.4.8.2.1 Copper Cable

17.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

##### 17.4.8.3.1 Coax Cable

17.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

##### 17.4.8.4.1 Cable Racking and Hole

17.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual Collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

##### 17.4.8.5.1 Route Design

17.4.8.5.1.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

**AMENDMENT  
TO INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO  
AND  
CHOICE ONE COMMUNICATIONS OF OHIO, INC.**

The Interconnection Agreement ("the Agreement") by and between The Ohio Bell Telephone Company d/b/a AT&T Ohio<sup>1</sup> ("AT&T Ohio") and Choice One Communications of Ohio, Inc. ("CLEC") is hereby amended as follows:

**WHEREAS**, on March 13, 2003, the Public Utilities Commission of Ohio ("PUCO") issued an Opinion and Order in Case Nos. 96-922-TP-UNC and 00-1368-TP-ATA ("Order"), establishing interim rates, subject to retroactive true-up, for loop conditioning for the removal of excessive bridged tap, load coils and/or repeaters in association with xDSL capable loops, the High Frequency Portion of the Loop ("HFPL") and which will also apply to the High Frequency Portion of the Centrex Facility ("HFPC") (collectively "Interim PUCO Loop Conditioning Rates"); and

**WHEREAS**, in accordance with the Order, the Interim PUCO Loop Conditioning Rates will apply to each order for an xDSL capable loop and the HFPL, and will also apply to each order for an HFPC in Ohio, effective the later of (i) the effective date of the CLEC's existing interconnection Agreement in Ohio, or (ii) March 13, 2003 ("Rate Effective Date")<sup>2</sup>; and

**NOW THEREFORE**, pursuant to the Order, the Parties are entering into this Amendment to formally incorporate the Interim PUCO Loop Conditioning Rates, as applicable, into the underlying Agreement:

- (1) The Pricing Schedule – Ohio to the Agreement is hereby amended to incorporate the following Interim PUCO Loop Conditioning Rates into the underlying Agreement to replace and supersede the corresponding loop conditioning rates for the removal of excessive bridged tap, load coils and/or repeaters in association with xDSL capable loops, the HFPL and/or the HFPC, as applicable, currently reflected in such Agreement:

Non-Recurring

Interim PUCO Loop Conditioning Rates for the Removal of Excessive Bridged Taps, Load Coils and/or Repeaters

Loops 17,500 feet in Actual Loop Length or Less: \$10.28

Loops over 17,500 feet in Actual Loop Length: \$66.10

Pursuant to the Order, as of the Rate Effective Date and on a prospective basis, these Interim PUCO Loop Conditioning Rates shall apply on an interim basis, subject to retroactive true-up, pending the establishment of final loop conditioning rates by the PUCO, subject to Footnote 2, as applicable.

- (2) AT&T Ohio will calculate and apply to CLEC's bill any applicable credits or charges due CLEC as a result of such pricing change as of the Rate Effective Date; provided however, the Parties agree that any billing adjustments and payments made in accordance with this Amendment are not subject to AT&T Ohio's obligations under the Service Performance Measurements and that liquidated damages shall not apply to any adjustment or credits made in connection with this Amendment and will not be included in or affect any past, current or future performance measurement results.

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

<sup>2</sup>Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN Agreement becomes effective between AT&T Ohio and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

- (3) The Parties agree that when the PUCO establishes final rates for loop conditioning, such final rates shall be effective between the Parties as of the effective date of the PUCO Order or as otherwise determined by the PUCO; provided, however, such rates shall not be implemented between the Parties until the filing of an Amendment to this Agreement with the PUCO which reflects the final rate(s) established by the PUCO, subject to Footnote 2 above, as applicable. Upon implementation of the PUCO's final rates for loop conditioning, AT&T Ohio will calculate and apply to CLEC's bill any applicable credits or charges due CLEC as a result of such pricing change as of the Rate Effective Date.
- (4) The Parties understand and agree that the Interim PUCO Loop Conditioning Rates are being incorporated into the Agreement solely to effectuate the PUCO's Order. This Amendment does not in any way prohibit, limit or otherwise affect either Party from taking any position with respect to the Order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- (5) The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the PUCO. Based upon PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31<sup>st</sup> day after filing; provided, however, as to CLEC and AT&T Ohio, the rates contained herein shall be applied in accordance with Paragraph 1 above (subject to Footnote 2 above, as applicable).
- (6) This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather, shall be coterminous with such Agreement.
- (7) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement and Amendment, AT&T Ohio has no obligation to provide unbundled network elements beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders.
- (8) 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 31<sup>st</sup> day of August, 2006, by AT&T Ohio, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Choice One Communications of Ohio, Inc.

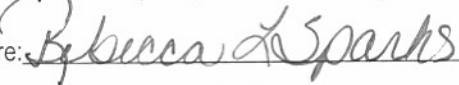
Signature: 

Name: R.C. MANCINI

Title: CFO  
(Print, or Type)

Date: 8/25/06

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

Signature: 

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: AUG 31 2006

FACILITIES-BASED OCN # 3765

ACNA HOC

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BETWEEN  
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO  
AND  
CHOICE ONE COMMUNICATIONS OF OHIO, INC.**

This Amendment amends the Interconnection Agreement by and between The Ohio Bell Telephone Company<sup>1</sup> d/b/a AT&T Ohio ("AT&T") and Choice One Communications of Ohio, 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 (the Agreement) under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated April 1, 2000 (the "Agreement"); and

**WHEREAS**, AT&T, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a Six Month Review for the purpose of determining whether to modify the current Commission-approved/ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Six Month Review"); and

**WHEREAS**, that Six Month Review resulted in agreed upon changes to the Plan submitted to the state Commission for approval; and

**WHEREAS**, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the 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 Measurements 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.
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

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



accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

5. Based on the Public Utilities Commission of Ohio, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing (the "Amendment Effective Date"). Provided however, the revised performance measures and remedies of the new Appendix Performance Measurements 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.

Choice One Communications of Ohio, Inc.

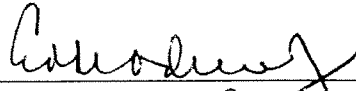
By: 

Printed: **James P. Pronetta, Jr.**  
**EVP, General Counsel and Secretary**

Title: \_\_\_\_\_  
(Print or Type)

Date: 11-19-2007

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-Contract Management

Date: 11-26-07

Resale AECN – 9544

UNE and Switch Based AECN - 3765

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# APPENDIX PERFORMANCE MEASUREMENTS

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INTRODUCTION.....1

## 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 1.8 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 Performance 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
- 1.9 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  
CHOICE ONE COMMUNICATIONS OF OHIO, INC. d/b/a ONE COMMUNICATIONS**

The Interconnection Agreement dated April 1, 2000 by and between The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T Ohio")<sup>1</sup> Choice One Communications of Ohio, Inc. d/b/a One Communications ("Choice One") ("Agreement") effective in the State of Ohio is hereby amended as follows:

XXI.1 Section XXI.1 Term of Article XXI Term and Termination is amended by adding the following section:

XXI.1.1 Notwithstanding anything to the contrary in this Section XXI.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing April 16, 2007 until April 16, 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 Choice One, 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 rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing.

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

Choice One Communications of Ohio, Inc. d/b/a  
One Communications

By: \_\_\_\_\_

Name: \_\_\_\_\_

**James P. Prenetta, Jr.**

**VP, General Counsel and Secretary**

Title: \_\_\_\_\_

(Print or Type)

Date: \_\_\_\_\_

*March 13, 2008*

The 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: \_\_\_\_\_

*4.8.08*

FACILITIES-BASED OCN # 3765

UNE OCN # 3765

RESALE OCN # 9544

ACNA HOC



**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**  
**CHOICE ONE COMMUNICATIONS OF OHIO, 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<sup>1</sup> d/b/a AT&T Ohio ("AT&T Ohio") and Choice One Communications of Ohio, 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 7<sup>th</sup> 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.

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<sup>1</sup> 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](http://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 91<sup>st</sup> 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**

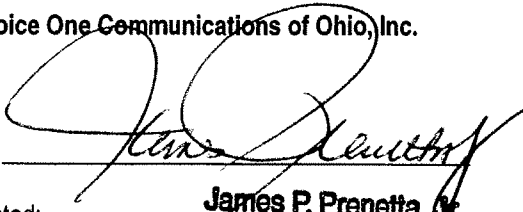
- 5.1 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via 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.

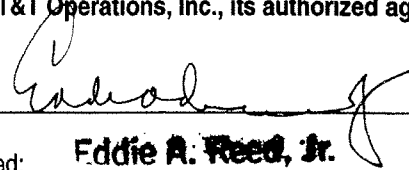
## 6. MISCELLANEOUS

- 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".

Choice One Communications of Ohio, Inc.

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

By:   
Printed: **James P. Prenetta, Jr.**  
**EVP, General Counsel and Secretary**

By:   
Printed: **Eddie A. Reed, Jr.**

Title: \_\_\_\_\_  
(Print or Type)

Title: **Director - Interconnection Agreement**  
(Print or Type)

Date: March 13, 2008

Date: 4.4.08

Resale OCN 9544  
UNE OCN 3765  
Switch Based OCN 3765  
ACNA HOC

Approved by Legal



ATT-13STATE  
COLLOCATION RATE SUMMARY  
February 13, 2006

ATT 13-STATE/CLEC  
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
2	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED</b>				
3	<b>REAL ESTATE</b>				
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28
5	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97	
7	<b>COMMON SYSTEMS</b>				
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86
9	<b>PLANNING</b>				
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
11	Planning	Per Request	NRFCN		\$5,244.43
12	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
13	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
14	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
15	Planning - Non-Standard	Per Request	NRFCN		\$1,436.00
16	<b>POWER PROVISIONING</b>				
17	<b>Power Panel:</b>				
18	50 Amp	Per Power Panel (CLEC Provided)	NONE		
19	200 Amp	Per Power Panel (CLEC Provided)	NONE		
20	<b>Power Cable and Infrastructure:</b>				
21	Power Cable Rack	Per Four Power Cables or Quad	NONE		
22	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
23	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
24	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
25	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
26	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
27	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
28	<b>Equipment Grounding:</b>				
29	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	\$0.03	\$0.92
30	<b>DC POWER AMPERAGE CHARGE</b>				
31	HVAC	Per 10 Amps	S8GCS	\$14.62	
32	Per Amp	Per Amp	S8GCR	\$10.61	
33	<b>FIBER CABLE PLACEMENT</b>				
34	<b>Central Office:</b>				
35	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
36	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
37	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
38	<b>MISCELLANEOUS COSTS</b>				
39	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
40	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82
41	Space Availability Report	Per Premise	NRFCQ		\$168.04
42	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
43	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
44	<b>CAGE COMMON COSTS</b>				
45	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL60		\$5.29
46	<b>INTERCONNECTION COSTS:</b>				
47	<b>ILEC TO CLEC CONNECTION</b>				
48	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02
49	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02
50	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79
51	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89
52	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40
53	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67
54	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.76	\$495.49
55	<b>CLEC TO CLEC CONNECTION</b>				
56	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
57	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
58	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
59	Route Design		NRFCX		\$424.88
60	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18	
61	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12	
62	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31	
63	<b>TIME SENSITIVE ACTIVITIES</b>				
64	<b>PRE-VISITS</b>				
65	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
66	Comm. Tech - Craft	Per 1/4 Hour	NRFCN		\$19.60
67	CO Manager - 1st Level	Per 1/4 Hour	NRFCN		\$19.72
68	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
69	<b>CONSTRUCTION VISITS</b>				
70	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
71	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
72					
73	<b>AT&amp;T-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED</b>				
74	<b>REAL ESTATE</b>				
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		\$9.28
76	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		\$19.56
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	\$5.97	
78	<b>COMMON SYSTEMS</b>				

ATT-13STATE  
 COLLOCATION RATE SUMMARY  
 February 13, 2006

ATT 13-STATE/CLEC  
 EFFECTIVE DATE:

	A	B	C	D	E
				Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
1	<b>Product Type</b>	<b>Rate Element Description</b>	<b>USOC</b>		
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	<b>S8GCG</b>	\$0.44	\$59.86

ATT-13STATE  
COLLOCATION RATE SUMMARY  
February 13, 2006

ATT 13-STATE/CLEC  
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
80	<b>PLANNING</b>				
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
82	Planning	Per Request	NRFCB		\$5,244.43
83	Planning - Subsequent Inter. Cabling	Per Request	NRFCB		\$2,267.04
84	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
85	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
86	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
87	<b>POWER PROVISIONING</b>				
88	<b>Power Panel:</b>				
89	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
90	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
91	<b>Power Cable and Infrastructure:</b>				
92	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	Under Development	\$5.83	\$1,378.83
93	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$1,570.84
94	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	Under Development	\$8.35	\$1,700.70
95	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	Under Development	\$8.96	\$1,830.56
96	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$9.57	\$1,954.85
97	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$11.39	\$2,344.44
98	<b>Equipment Grounding:</b>				
99	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8GDA	\$0.03	\$0.92
100	<b>DC POWER AMPERAGE CHARGE</b>				
101	HVAC	Per 10 Amps	S8GCS	\$14.62	
102	Per Amp		S8GCR	\$10.61	
103	<b>FIBER CABLE PLACEMENT</b>				
104	<b>Central Office:</b>				
105	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
106	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$8.76	
107	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
108	<b>MISCELLANEOUS COSTS</b>				
109	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
110	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82
111	Space Availability Report	Per Premise	NRFCQ		\$168.04
112	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
113	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
114	<b>CAGE COMMON COSTS</b>				
115	Cage Preparation	Per Sq. Ft. of space used by CLEC	S8GCH	\$0.27	\$19.70
116	<b>INTERCONNECTION COSTS:</b>				
117	<b>ILEC TO CLEC CONNECTION</b>				
118	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$4.92	\$1,027.16
119	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.92	\$1,027.16
120	DS1 Arrangement - DCS	28 DS1	S8GDK	\$297.44	\$3,613.06
121	DS1 Arrangement - DSX	28 DS1	S8GDP	\$9.79	\$1,346.48
122	DS3 Arrangement - DCS	1 DS3	S8GDV	\$115.58	\$2,181.58
123	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$603.89
124	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$6.55	\$1,779.78
125	<b>CLEC TO CLEC CONNECTION</b>				
126	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
127	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
128	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
129	Route Design		NRFCX		\$424.88
130	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35
131	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
132	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07
133	<b>TIME SENSITIVE ACTIVITIES</b>				
134	<b>PRE-VISITS</b>				
135	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
136	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
137	CO Manager - 1st Level	Per 1/4 Hour	NRFCB		\$19.72
138	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
139	<b>CONSTRUCTION VISITS</b>				
140	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
141	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
142					
	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
143	<b>CAGELESS</b>				
144	<b>REAL ESTATE</b>				
145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21	
148	<b>COMMON SYSTEMS</b>				
149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45
150	<b>PLANNING</b>				
151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
152	Planning	Per Request	NRFCJ		\$4,601.93
153	Planning - Subsequent Inter. Cabling	Per Request	NRFCB		\$2,267.04
154	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
155	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
156	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00

**ATT-13STATE**  
**COLLOCATION RATE SUMMARY**  
 February 13, 2006

ATT 13-STATE/CLEC  
 EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
157	<b>POWER PROVISIONING</b>				
158	<b>Power Panel:</b>				
159	50 Amp	Per Power Panel (CLEC Provided)	NONE		
160	200 Amp	Per Power Panel (CLEC Provided)	NONE		
161	<b>Power Cable and Infrastructure:</b>				
162	Power Cable Rack	Per Four Power Cables or Quad	NONE		
163	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F34	\$0.25	\$48.23
164	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
165	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F35	\$0.25	\$48.23
166	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F36	\$0.25	\$48.23
167	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
168	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
169	<b>Equipment Grounding:</b>				
170	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
171	<b>DC POWER AMPERAGE CHARGE</b>				
172	HVAC	Per 10 Amps	S8GCS	\$14.62	
173	Per Amp		S8GCR	\$10.61	
174	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
175	<b>FIBER CABLE PLACEMENT</b>				
176	<b>Central Office:</b>				
177	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
178	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
179	<b>CEV, HUT &amp; Cabinets:</b>				
180	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
181	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
182	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
183	<b>MISCELLANEOUS COSTS</b>				
184	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
185	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82
186	Space Availability Report	Per Premise	NRFCQ		\$168.04
187	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
188	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
189	<b>CAGELESS / POT BAY OPTIONS</b>				
190	Standard Equipment Bay	Each (CLEC Provided)	NONE		
191	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE		
192	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE		
193	VF/DS0 Termination Module	Each (CLEC Provided)	NONE		
194	DDP-1 Panel	Each (CLEC Provided)	NONE		
195	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE		
196	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE		
197	DS3 Interconnect Module	Each (CLEC Provided)	NONE		
198	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE		
199	Fiber Termination Dual Module	Each (CLEC Provided)	NONE		
200	<b>CEV, HUT, CABINET</b>				
201	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
202	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
203	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
204	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
205	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
206	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
207	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
208	<b>INTERCONNECTION COSTS:</b>				
209	<b>ILEC TO CLEC CONNECTION</b>				
210	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
211	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
212	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
213	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
214	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
215	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
216	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
217	<b>CLEC TO CLEC CONNECTION</b>				
218	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
219	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
220	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
221	Route Design		NRFCX		\$424.88
222	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00
223	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00
224	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00
225	<b>PROJECT MANAGEMENT</b>				
226	<b>CEV, HUT &amp; CABINET</b>				
227	Project Coordination	Per CLEC Application	NRFCCK		\$631.17
228	<b>TIME SENSITIVE ACTIVITIES</b>				
229	<b>PRE-VISITS</b>				
230	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
231	Comm. Tech - Craft	Per 1/4 Hour	NRFCSS		\$19.60
232	CO Manager - 1st Level	Per 1/4 Hour	NRFCCT		\$19.72
233	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
234	<b>CONSTRUCTION VISITS</b>				
235	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24



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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
236	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
237					
	<b>AT&amp;T-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
238	<b>CAGELESS</b>				
239	<b>REAL ESTATE</b>				
240	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		\$92.81
241	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		\$195.57
242	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$64.21	
243	<b>COMMON SYSTEMS</b>				
244	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$9.35	\$760.45
245	<b>PLANNING</b>				
246	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
247	Planning	Per Request	NRFCJ		\$4,601.93
248	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
249	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
250	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
251	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
252	<b>POWER PROVISIONING</b>				
253	<b>Power Panel:</b>				
254	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
255	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
256	<b>Power Cable and Infrastructure:</b>				
257	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3D	\$5.83	\$2,100.33
258	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52
259	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3E	\$8.35	\$2,424.71
260	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3F	\$8.96	\$2,586.91
261	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$2,749.10
262	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$3,236.32
263	<b>Equipment Grounding:</b>				
264	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
265	<b>DC POWER AMPERAGE CHARGE</b>				
266	HVAC	Per 10 Amps	S8GCS	\$14.62	
267	Per Amp	Per Amp	S8GCR	\$10.61	
268	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
269	<b>FIBER CABLE PLACEMENT</b>				
270	<b>Central Office:</b>				
271	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
272	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
273	<b>CEV, HUT &amp; Cabinets:</b>				
274	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
275	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
276	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
277	<b>MISCELLANEOUS COSTS</b>				
278	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
279	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82
280	Space Availability Report	Per Premise	NRFCQ		\$168.04
281	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
282	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
283	<b>CAGELESS / POT BAY OPTIONS</b>				
284	Standard Equipment Bay	Each	NRFCO	\$8.89	\$721.28
285	Non-Standard Cabinet Bay	Each	NRFCP	\$17.78	\$3,470.81
286	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$605.64
287	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$1,576.65
288	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$465.47
289	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$87.35
290	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$297.00
291	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$267.88
292	<b>CEV, HUT, CABINET</b>				
293	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
294	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
295	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
296	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
297	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
298	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
299	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
300	<b>INTERCONNECTION COSTS:</b>				
301	<b>ILEC TO CLEC CONNECTION</b>				
302	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.92	\$1,027.16
303	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.92	\$1,027.16
304	DS1 Arrangement - DCS	28 DS1	S8GDL	\$297.44	\$3,613.06
305	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$9.79	\$1,346.48
306	DS3 Arrangement - DCS	1 DS3	S8GDW	\$115.58	\$2,181.58
307	DS3 Arrangement - DSX	1 DS3	S8GD1	\$7.14	\$603.89
308	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$1,779.78
309	<b>CLEC TO CLEC CONNECTION</b>				
310	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
311	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
312	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
313	Route Design		NRFCX		\$424.88

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	A	B	C	D	E
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1					
314	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
315	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
316	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07
317	<b>PROJECT MANAGEMENT</b>				
318	<b>CEV, HUT &amp; CABINET</b>				
319	Project Coordination	Per CLEC Application	NRFCF		\$631.17
320	<b>TIME SENSITIVE ACTIVITIES</b>				
321	<b>PRE-VISITS</b>				
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
323	Comm. Tech - Craft	Per 1/4 Hour	NRFCF		\$19.60
324	CO Manager - 1st Level	Per 1/4 Hour	NRFCF		\$19.72
325	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
326	<b>CONSTRUCTION VISITS</b>				
327	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
328	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
329					
	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED COMMON</b>				
330	<b>COMMON</b>				
331	<b>REAL ESTATE</b>				
332	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
333	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
334	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
335	<b>COMMON SYSTEMS</b>				
336	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
337	<b>PLANNING</b>				
338	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
339	Planning	Per Request	NRFCJ		\$4,601.93
340	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
341	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
342	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
343	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00
344	<b>POWER PROVISIONING</b>				
345	<b>Power Panel:</b>				
346	50 Amp	Per Power Panel (CLEC provides)	NONE		
347	200 Amp	Per Power Panel (CLEC provides)	NONE		
348	<b>Power Cable and Infrastructure:</b>				
349	Power Cable Rack	Per Four Power Cables or Quad	NONE		
350	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
351	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
352	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
353	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
354	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
355	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
356	<b>Equipment Grounding:</b>				
357	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
358	<b>DC POWER AMPERAGE CHARGE</b>				
359	HVAC	Per 10 Amps	S8GCS	\$14.62	
360	Per Amp	Per Amp	S8GCR	\$10.61	
361	<b>FIBER CABLE PLACEMENT</b>				
362	<b>Central Office:</b>				
363	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
364	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
365	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
366	<b>MISCELLANEOUS COSTS</b>				
367	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
368	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82
369	Space Availability Report	Per Premise	NRFCF		\$168.04
370	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
371	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
372	<b>CAGE COMMON COSTS</b>				
373	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
374	<b>INTERCONNECTION COSTS:</b>				
375	<b>ILEC TO CLEC CONNECTION</b>				
376	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
377	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
378	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
379	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
380	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
381	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
382	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
383					
	<b>AT&amp;T-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED COMMON</b>				
384	<b>COMMON</b>				
385	<b>REAL ESTATE</b>				
386	Site Conditioning	Per Bay	S8GCL		\$92.81
387	Safety & Security	Per Frame	S8GCN		\$195.57
388	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
389	<b>COMMON SYSTEMS</b>				
390	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
391	<b>PLANNING</b>				
392	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
393	Planning	Per Request	NRFCJ		\$4,601.93
394	Planning - Subsequent Inter. Cabling	Per Request	NRFCE		\$2,267.04
395	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
396	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
397	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
398	<b>POWER PROVISIONING</b>				
399	<b>Power Panel:</b>				
400	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
401	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
402	<b>Power Cable and Infrastructure:</b>				
403	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$5.83	\$1,378.83
404	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84
405	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$8.35	\$1,700.70
406	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$8.96	\$1,830.56
407	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85
408	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44
409	<b>Equipment Grounding:</b>				
410	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
411	<b>DC POWER AMPERAGE CHARGE</b>				
412	HVAC	Per 10 Amps	S8GCS	\$14.62	
413	Per Amp		S8GCR	\$10.61	
414	<b>FIBER CABLE PLACEMENT</b>				
415	<b>Central Office:</b>				
416	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
417	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
418	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
419	<b>MISCELLANEOUS COSTS</b>				
420	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
421	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82
422	Space Availability Report	Per Premise	NRFCQ		\$168.04
423	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
424	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
425	<b>CAGE COMMON COSTS</b>				
426	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
427	<b>INTERCONNECTION COSTS:</b>				
428	<b>ILEC TO CLEC CONNECTION</b>				
429	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16
430	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16
431	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06
432	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48
433	DS3 Arrangement - DCS	1 DS3	S8GDY	\$115.58	\$2,181.58
434	DS3 Arrangement - DSX	1 DS3	S8GD2	\$7.14	\$603.89
435	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78
436					
437	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: VIRTUAL</b>				
438	<b>REAL ESTATE</b>				
439	Site Conditioning	Per Frame	S8FX5		\$92.81
440	Safety & Security	Per Frame	S8FX6		\$195.57
441	Floor Space Usage	Per Frame	S8F62	\$28.91	
442	<b>COMMON SYSTEMS</b>				
443	Common Systems - Standard	Per Frame	S8F64	\$10.75	
444	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36	
445	<b>PLANNING</b>				
446	Planning	Per Request	NRM99		\$5,555.76
447	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
448	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
449	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
450	<b>POWER PROVISIONING</b>				
451	<b>Power Cable and Infrastructure:</b>				
452	Power Cable Rack	Per Four Power Cables or Quad	NONE		
453	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F37	\$0.52	
454	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52	
455	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F38	\$0.52	
456	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F39	\$0.52	
457	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52	
458	<b>Equipment Grounding:</b>				
459	Ground Cable Placement	Per Frame	S8F69	\$0.36	
460	<b>DC POWER AMPERAGE CHARGE</b>				
461	HVAC	Per 10 Amps	S8FXO	\$14.62	
462	Per Amp		S8FXN	\$10.61	
463	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	
464	<b>FIBER CABLE PLACEMENT</b>				
465	<b>Central Office:</b>				
466	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
467	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
468	<b>CEV, HUT &amp; Cabinets:</b>				
469	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
470	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
471	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
472	<b>MISCELLANEOUS COSTS</b>				
473	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
474	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82
475	<b>VIRTUAL FRAME OPTIONS</b>				
476	Standard Equipment Bay	Each (CLEC Provided)	NONE		
477	<b>CEV, HUT, CABINET</b>				
478	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
479	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
480	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
481	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
482	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
483	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
484	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
485	<b>INTERCONNECTION COSTS:</b>				
486	<b>ILEC TO CLEC CONNECTION</b>				
487	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02
488	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02
489	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22
490	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13
491	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12
492	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42
493	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71
494	<b>VIRTUAL TO VIRTUAL CONNECTION</b>				
495	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
496	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
497	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
498	Route Design		NRLWF		\$463.36
499	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00
500	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00
501	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00
502	<b>PROJECT MANAGEMENT</b>				
503	<b>CEV, HUT &amp; CABINET</b>				
504	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17
505	<b>EQUIPMENT MAINTENANCE AND SECURITY ESCORT</b>				
506	<b>CENTRAL OFFICE TYPE</b>				
507	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
508	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35
509	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
510	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
511	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35
512	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
513	<b>CEV, HUT &amp; CABINET</b>				
514	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35
515	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
516	<b>ADDITIONAL LABOR ELEMENTS</b>				
517	<b>TRAINING</b>				
518	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
519	CO Manager	Per 1/2 Hour	NRME9		\$39.45
520	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
521	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
522	<b>EQUIPMENT EVALUATION COST</b>				
523	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
524	<b>TEST AND ACCEPTANCE</b>				
525	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
526					
527	<b>AT&amp;T-PROVISIONED FACILITIES &amp; EQUIPMENT: VIRTUAL</b>				
528	<b>REAL ESTATE</b>				
529	Site Conditioning	Per Frame	S8FX5		\$92.81
530	Safety & Security	Per Frame	S8FX6		\$195.57
531	Floor Space Usage	Per Frame	S8FX1	\$28.91	
532	<b>COMMON SYSTEMS</b>				
533	Common Systems - Standard	Per Frame	S8FX3	\$10.75	
534	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36	
535	<b>PLANNING</b>				
536	Planning	Per Request	NRM99		\$5,555.76
537	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
538	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
539	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
540	<b>POWER PROVISIONING</b>				
541	<b>Power Cable and Infrastructure:</b>				
542	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3G	\$5.83	\$1,378.83
543	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84
544	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3H	\$8.35	\$1,700.70
545	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3J	\$8.96	\$1,830.56

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
546	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85
547	<b>Equipment Grounding:</b>				
548	Ground Cable Placement	Per Frame	S8FX9	\$0.36	
549	<b>DC POWER AMPERAGE CHARGE</b>				
550	HVAC	Per 10 Amps	S8FXO	\$14.62	
551	Per Amp	Per Amp	S8FXN	\$10.61	
552	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	
553	<b>FIBER CABLE PLACEMENT</b>				
554	<b>Central Office:</b>				
555	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
556	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
557	<b>CEV, HUT &amp; Cabinets:</b>				
558	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
559	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
560	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>				
561	<b>MISCELLANEOUS COSTS</b>				
562	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
563	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82
564	<b>VIRTUAL FRAME OPTIONS</b>				
565	Standard Equipment Bay	Each	S8FX2	\$22.19	
566	<b>CEV, HUT, CABINET</b>				
567	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
568	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
569	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
570	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
571	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
572	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
573	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
574	<b>INTERCONNECTION COSTS:</b>				
575	<b>ILEC TO CLEC CONNECTION</b>				
576	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37
577	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37
578	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27
579	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69
580	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79
581	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10
582	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19
583	<b>VIRTUAL TO VIRTUAL CONNECTION</b>				
584	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
585	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
586	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
587	Route Design		NRML9		\$463.36
588	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53
589	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77
590	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09
591	<b>PROJECT MANAGEMENT</b>				
592	<b>CEV, HUT &amp; CABINET</b>				
593	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17
594	<b>EQUIPMENT MAINTENANCE AND SECURITY ESCORT</b>				
595	<b>CENTRAL OFFICE TYPE</b>				
596	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
597	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35
598	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
599	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
600	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35
601	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
602	<b>CEV, HUT &amp; CABINET</b>				
603	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35
604	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
605	<b>ADDITIONAL LABOR ELEMENTS</b>				
606	<b>TRAINING</b>				
607	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
608	CO Manager	Per 1/2 Hour	NRME9		\$39.45
609	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
610	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
611	<b>EQUIPMENT EVALUATION COST</b>				
612	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
613	<b>TEST AND ACCEPTANCE</b>				
614	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
615					
616	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
617	<b>ADJACENT ON-SITE PLANNING</b>				
618	Planning - Initial	Per Request	NRFA1		\$9,268.73
619	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
620	<b>REAL ESTATE</b>				
621	Land Rental	Per Square Foot	S8GEN	\$0.44	
622	<b>POWER PROVISIONING</b>				
623	<b>Power Cable and Infrastructure:</b>				

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
624	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE		
625	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE		
626	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE		
627	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE		
628	<b>AC Service:</b>				
629	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
630	AC Usage	Per KWH	S8GEO	\$0.05	
631	<b>DC POWER AMPERAGE CHARGE</b>				
632	Per Amp	Per Amp	S8GCR	\$10.61	
633	<b>FIBER CABLE PLACEMENT</b>				
634	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48
635	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
636	<b>CABLE RACK</b>				
637	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
638	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
639	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
640	<b>CONDUIT PLACEMENT</b>				
641	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71
642	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89
643	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50
644	<b>INTERCONNECTION COSTS:</b>				
645	<b>ILEC TO CLEC CONNECTION</b>				
646	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02
647	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	\$3.86	\$156.02
648	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79
649	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89
650	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40
651	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67
652	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49
653					
654	<b>AT&amp;T-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
654	<b>ADJACENT ON-SITE</b>				
655	<b>PLANNING</b>				
656	Planning - Initial	Per Request	NRFA1		\$9,268.73
657	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
658	<b>REAL ESTATE</b>				
659	Land Rental	Per Square Foot	S8GEN	\$0.44	
660	<b>POWER PROVISIONING</b>				
661	<b>Power Cable and Infrastructure:</b>				
662	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$7,853.86
663	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$14,584.00
664	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$20,338.00
665	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$28,143.00
666	<b>AC Service:</b>				
667	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
668	AC Usage	Per KWH	S8GEO	\$0.05	
669	<b>DC POWER AMPERAGE CHARGE</b>				
670	Per Amp	Per Amp	S8GCR	\$10.61	
671	<b>FIBER CABLE PLACEMENT</b>				
672	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$976.96
673	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
674	<b>CABLE RACK</b>				
675	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
676	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
677	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
678	<b>CONDUIT PLACEMENT</b>				
679	DC Power Cable Rack	Per 2-Duct	S8GES		\$7,386.71
680	Fiber Cable Rack	Per 1-Duct	S8GET		\$4,711.89
681	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		\$5,545.50
682	<b>INTERCONNECTION COSTS:</b>				
683	<b>ILEC TO CLEC CONNECTION</b>				
684	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$6.19	\$1,371.93
685	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	\$6.19	\$1,371.93
686	DS1 Arrangement - DCS	28 DS1	S8GDN	\$439.98	\$2,341.45
687	DS1 Arrangement - DSX	28 DS1	S8GDS	\$35.04	\$2,341.45
688	DS3 Arrangement - DCS	1 DS3	S8GDY	\$242.36	\$598.33
689	DS3 Arrangement - DSX	1 DS3	S8GDS	\$12.36	\$598.33
690	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$3,751.22
691					
692	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT:</b>				
692	<b>ADJACENT OFF-SITE</b>				
693	<b>PLANNING</b>				
694	Planning	Per Request	NRFA3		\$1,254.32
695	<b>CONDUIT</b>				
696	Conduit Space	Per Innerduct	S8GEW	\$1.17	
697	<b>INTERCONNECTION COSTS:</b>				
698	<b>ILEC TO CLEC CONNECTION</b>				
699	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF5	\$311.43	

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
700	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	S8GF6	\$439.96	
701	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	S8GF7	\$35.03	
702	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF8	\$311.43	
703	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	S8GF9	\$9.02	
704					
705	<b>AT&amp;T-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT OFF-SITE</b>				
706	<b>PLANNING</b>				
707	Planning	Per Request	NRFA3		\$1,254.32
708	<b>CONDUIT</b>				
709	Conduit Space	Per Innerduct	S8GEW	\$1.17	
710	<b>INTERCONNECTION COSTS:</b>				
711	<b>ILEC TO CLEC CONNECTION</b>				
712	Voice Grade/DS0 Arrangement	900 DS0	S8GEC	\$311.43	\$485.31
713	DS1 Arrangement - DCS	28 DS1	S8GDO	\$439.96	\$1,830.99
714	DS1 Arrangement - DSX	28 DS1	S8GDT	\$35.03	\$1,830.99
715	DS1 Arrangement - MDF	450 DS1	S8GDU	\$311.43	\$485.31
716	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEH	\$9.02	\$3,370.20
717					
718	<b>RATES AND CHARGES FOR</b>				
719	<b>COMPLETE SPACE DISCONTINUANCE</b>				
720	Application Fee	Per Request	NRFX1		\$503.95
721	Project Management Fee – Complete Space Discontinuance	Per Request	NRFX2		\$2,883.10
722	Remove Fiber Jumpers	Per linear foot	NRFX3		\$18.79
723	Remove Fiber Cables	Per linear foot	NRFX4		\$14.43
724	Remove VF/DS0 Cable	Per linear foot	NRFX5		\$2.60
725	Remove DS1 Cable	Per linear foot	NRFX6		\$4.89
726	Remove DS3 Cable (Coax)	Per linear foot	NRFX7		\$3.57
727	Remove Timing Cable	Per Request	NRFX8		\$9.64
728	Remove Power Cable-50AMP feed & below	Per linear foot	NRFX9		\$24.76
729	Remove Power Cable-100AMP feed & above	Per linear foot	NRFXA		\$22.73
730	Remove Cage Grounding Material	Each grounding lead & ground bar	NRFXB		\$1,462.85
731	Remove Fiber Entrance Cable	Per cable removal job	NRFXC		\$1,664.00
732	Infrastructure Maps & Records	Per cable removal job	NRFXD		\$104.00
733	Engineering Work Order	Per cable removal job	NRFXE		\$104.00
734	Work Group Information Distribution	Per cable removal job	NRFXF		\$104.00
735	Restore Floor Tile – per Standard Bay	Per Standard Bay	NRFXG		\$71.79
736	Floor Restoration Contractor Trip Charge	Per trip	NRFXH		\$144.63
737	Restore Floor Tile	Per Non-Standard Bay	NRFXJ		\$81.53
738					
739	<b>RATES AND CHARGES FOR</b>				
740	<b>SPACE REASSIGNMENT/RESTENCILING</b>				
741	Application Fee	Per Request	NRFXK		\$503.95
742	Project Management Fee – Space Reassignment	Per Request	NRFXL		\$2,883.10
743	Restencil DS0/DSL Block	Per 100 pair block	NRFXM		\$15.33
744	Restencil DS1 Block	Per 28 DS1s	NRFXN		\$6.02
745	Restencil DS3 Coax Cable	Per cable	NRFXO		\$4.90
746	Restencil Fiber Cable Block	Per 12 pair cable	NRFXP		\$91.95
747	Restencil Fiber Jumper Block	Per 4 jumpers	NRFXQ		\$61.30
748	Restencil Power and tag cables	Per 1-4 feeds	NRFXR		\$107.28
749	Restencil Timing Source and tag cable	Per cable	NRFXS		\$122.60
750	Timing Record Book Update	Per element	NRFXT		\$45.98
751	Interconnection Records Update	Per element	NRFXU		\$296.61
752	Power Records Update	Per element	NRFXV		\$355.94
753	Vendor Engineering	Per Space Reassignment job	NRFXW		\$711.88
754					
755	<b>RATES AND CHARGES FOR</b>				
756	<b>POWER REDUCTION (CABLE REMOVAL)</b>				
757	Application Fee	Per Request	NRFFX		\$503.95
758	Project Management Fee – Power Reduction(cable removal)	Per Request	NRFFY		\$2,220.45
759	Remove Power Cable-50AMP feed & below	Per linear foot	NRFFZ		\$24.76
760	Remove Power Cable-100AMP feed & above	Per linear foot	NRFF1		\$22.73
761					
762	<b>RATES AND CHARGES FOR</b>				
763	<b>POWER REDUCTION (REFUSING ONLY)</b>				
764	Application Fee	Per Request	NRFF2		\$503.95
765	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	NRFF3		\$1,562.80
766	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	NRFF4		\$2,004.57
767	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	NRFF5		\$367.81
768	Restencil Power and tag cables	Per 1-4 feeds	NRFF6		\$107.28
769	Power Records Update	Per element	NRFF7		\$355.94
770	Vendor Engineering	Per Space Reassignment job	NRFF8		\$711.88
771	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	NRFF9		\$490.41
772	Restencil Power and tag cables	Per 1-4 feeds	NRFFA		\$107.28
773	Power Records Update	Per element	NRFFB		\$355.94



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	A	B	C	D	E
				Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
1	<b>Product Type</b>	<b>Rate Element Description</b>	<b>USOC</b>		
774	Vendor Engineering	Per Space Reassignment job	NRFYC		\$711.88
775					

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
776	<b>RATES AND CHARGES FOR</b>				
777	<b>INTERCONNECTION TERMINATION REDUCTION</b>				
778	Application Fee	Per Request	NRFYD		\$503.95
779	Project Management Fee – Interconnection Cable Reduction	Per Request	NRFYE		\$2,441.33
780	Remove VF/DS0 Cable	Per linear foot	NRFYF		\$2.60
781	Remove DS1 Cable	Per linear foot	NRFYG		\$4.89
782	Remove DS3 Cable (Coax)	Per linear foot	NRFYH		\$3.57
783	Remove Fiber Cables	Per linear foot	NRFYJ		\$14.43
784	Remove Fiber Jumpers	Per linear foot	NRFYK		\$18.79
785					

# AT&T Wholesale Amendment

## AMENDMENT SUPERSEDING CERTAIN RECIPROCAL COMPENSATION TERMS

This Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms ("Amendment") is applicable to this and any future Interconnection Agreement between Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Michigan Bell Telephone Company d/b/a AT&T Michigan, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, in the states of Indiana, Michigan, Ohio, or Wisconsin and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter "ILEC")<sup>1</sup> in the above listed states and US Xchange of Indiana, L.L.C., US Xchange of Michigan, L.L.C., US Xchange of Wisconsin, L.L.C., US Xchange, Inc., Choice One Communications of Ohio, Inc. and Choice One Communications, Inc. and any of its future affiliates or subsidiaries which are a competitive Local Exchange Carrier (hereinafter "CLEC" or "Choice One") in: Wisconsin, Michigan, Indiana, or Ohio through the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" ("MFN") rights; but only to the extent that any such future CLEC affiliate or subsidiary (i) is operating as a competitive Local Exchange Carrier in ILEC's territory in the 13-State Region and (ii) is interconnected and exchanging traffic with ILEC as a competitive Local Exchange Carrier. The Parties acknowledge and agree that CLEC has competitive Local Exchange Carrier affiliates that, in addition to operating as a competitive Local Exchange Carrier, operate as an incumbent Local Exchange Carrier or in some other Non-CLEC capacity ("Non-CLEC Operations"). The Parties agree that nothing in this Amendment is intended to bind CLEC's future competitive Local Exchange Carrier affiliates or subsidiaries in any manner for such Non-CLEC Operations. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, ILEC and CLEC entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the respective state commissions (the "ICA"); and

WHEREAS, for the states of Wisconsin, Michigan, Indiana, or Ohio the Parties wish to amend, modify and supersede certain compensation provisions of the ICA that are addressed in this Amendment and also incorporate the terms of this Amendment in future interconnection agreements between the Parties in such states through the Termination Date; and

WHEREAS, the Parties wish to establish rates, terms and conditions for the exchange of ISP-bound, Section 251(b)(5) and other compensable traffic including, but not limited to, compensable traffic that originates from or terminates to a Choice One end user; and

WHEREAS, the Parties agree that they can identify ISP-bound traffic through the use of billing and other technical information rather than by means of the ratio set forth in the FCC's ISP Remand Order.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The term of this Amendment shall commence on January 1, 2009<sup>2</sup> ("Effective Date") and shall continue until January 31, 2011. Thereafter, this Amendment will remain in full force and effect unless terminated by

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<sup>1</sup> The AT&T-13STATE ILECs previously operated under d/b/as that had "SBC" instead of "AT&T" in the d/b/a names set forth hereinabove.

<sup>2</sup> Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt the Parties' ICA and this Amendment pursuant to Section 252(i) of the Act ("Adopting CLEC") after August 1, 2007, it is AT&T's position that such adopting CLEC shall only be entitled to

either Party by providing at least thirty (30) days' written notice to the other Party (collectively, the "Termination Date").

- 1.1 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICA. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties through the Termination Date whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through the Termination Date, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties. However, if the underlying ICA or interconnection agreement expires sooner than the Termination Date, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICA or interconnection agreement but, instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties through the Termination Date.
2. Except as provided in Section 3 below, during the term of this Amendment period, January 1, 2009 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 Amendment. If, during the term of this Amendment, CLEC adopts another agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Amendment. Such Amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Amendment will apply uninterrupted from January 1, 2009 through the Termination Date. If the ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, CLEC or its Affiliate(s) 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 includes, but is not limited to, any material sale of CLEC's assets, in which case CLEC shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.
3. Notwithstanding the provisions of Sections 2 or 18 or anything else herein, during the period from January 1, 2009 through the Termination Date, the Parties waive any rights they may have under the Intervening/Change of Law provisions, of the Parties' ICAs in effect during the term of this Amendment with respect to any intercarrier compensation, provided, however, that if an FCC order related to intercarrier compensation becomes effective after the Effective Date of this Amendment, including, without limitation, orders issued in CC Docket 96-98, the FCC's rulemaking in *the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 0192, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) and/or *In the Matter of IP Enabled Services*, WC Docket 04-36 ("FCC Order"), the affected provisions of this Amendment relating to reciprocal compensation, Total Compensable 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

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receive the rates, terms and conditions as set forth in this amendment prospectively beginning from the date that the MFN provisions become effective between ILEC and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). It is further AT&T's position that an Adopting CLEC is not entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

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 the complaint proceeding or negotiated by the Parties during the dispute resolution process shall be retroactive to the effective date of the Written Request following such FCC Order. Except as set forth in this Section 3 with respect to reciprocal compensation, Total Compensable Traffic (as defined herein), during the time period from Effective Date through and including the Termination Date, each Party shall have full intervening law rights under this 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 3.

#### 4. **Classifications of Traffic - Definitions**

"Section 251(b)(5) Traffic" shall mean the traffic that is lawfully compensable under Section 251(b)(5) of the Act as of the Effective Date of this Amendment. For purposes of this Amendment, Section 251(b)(5) Traffic shall include mandatory extended area service calls and metropolitan calling area calls (as approved by the applicable Commission as of the Effective Date).

"ISP-Bound Traffic" shall mean any ISP traffic that, as of the Effective Date of this Amendment, is lawfully compensable under the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (released April 27, 2001) ("ISP Remand Order") and the subsequent FCC CoreCom order, FCC 04-241, WC Docket No. 03-171 (released October 18, 2004) granting forbearance from enforcing certain provisions of the ISP Remand Order related to growth caps and the new markets rule

"FX Traffic" shall mean calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned. Such traffic is either Feature Group A (FGA) or Foreign Exchange (FX) and is not a Local Call for intercarrier compensation and is not subject to local reciprocal compensation

"Total Compensable Traffic" shall mean the combination of Section 251(b)(5) and ISP-Bound Traffic exchanged by the Parties pursuant to the ICA.

"Intercarrier Traffic" includes Section 251(b)(5) Traffic, ISP-Bound Traffic, transited traffic, intraLATA toll, mandatory EAS, optional Extended Area Service (EAS) and Metropolitan Calling Area (MCA) traffic exchanged by the Parties pursuant to the ICAs that may be entered into by the Parties prior to the Termination Date. The terms "transited traffic," and "intraLATA toll" will have the meaning ascribed to them in the underlying ICAs and future interconnection agreements. InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the ICA or interconnection agreement and applicable tariffs.

#### 5. **Compensation**

5.1 The Parties shall compensate each other for all Total Compensable Traffic in accordance with the terms of this Section 5.

- 5.2 CLEC-Originated Traffic. ILEC shall bill CLEC, for all CLEC-originated Total Compensable Traffic at the state-specific rates set forth in the applicable Pricing Appendices of each Interconnection Agreement.
- 5.3 ILEC-Originated Traffic. CLEC shall bill ILEC for all ILEC-originated Total Compensable Traffic at the state-specific rates set forth in Exhibit A of this Amendment. The Parties agree that the Exhibit A rates were calculated based on a CLEC-specific traffic study conducted by ILEC to determine the proportion of FX, ISP-Bound Traffic and 251(b)(5) Traffic originated by ILEC and terminated by CLEC.<sup>3</sup>
- 5.3.1 If CLEC designates different points for rating and routing such that traffic that originates in one rate center is carried by ILEC to a routing point designated by CLEC 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, referred to as Virtual Foreign Exchange (Virtual FX) traffic, shall be Bill and Keep.
- 5.4 Intercarrier Traffic. The Parties agree that the rates, terms and conditions for Intercarrier Traffic other than Total Compensable Traffic are as set forth in the applicable ICA, agreements, and/or tariff.
- 5.5 Notwithstanding anything to the contrary in this Amendment, either Party may, after this Amendment has been in effect for six (6) months, request that the Parties conduct traffic studies to determine the proportions of ISP-Bound Traffic, FX and Section 251(b)(5) Traffic terminated by each Party. Upon such request, the Parties shall conduct and exchange traffic studies in accordance with the methodology set forth in Exhibit B of this Amendment. Upon completion of such studies, the Parties shall execute an amendment to this Amendment to reflect their agreement to use the resulting proportions of FX, ISP-Bound Traffic and Section 251(b)(5) Traffic from the new studies (and the corresponding state-specific single rates) to compensate each other prospectively for Total Compensable Traffic for the remainder of the term of this Amendment. If the Parties cannot agree upon the appropriate proportion of FX and ISP-Bound Traffic and Section 251(b)(5) Traffic, either Party may take appropriate action at the state Commission pursuant to section 252 of the Act to seek appropriate compensation on ISP-Bound Traffic and Section

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<sup>3</sup> In the event that any telecommunications carrier should adopt this ICA, which includes this Amendment, pursuant to Section 252(i) of the Act ("Adopting CLEC"), it is ILEC's position that the Adopting CLEC shall bill ILEC for all ILEC-originated Section 251(b)(5) Traffic at the state specific rates in Exhibit A, and for ISP-Bound Traffic at the ISP rate of \$.0007 unless and until ILEC conducts a traffic study to determine the percentage of ILEC originated ISP Bound/251(b)(5) Traffic transported and terminated by Adopting CLEC and the ILEC and Adopting CLEC reach agreement on single state-specific rates and amend this Amendment in accordance with procedures set forth in Section 14.7 and Exhibit C. It is ILEC's position that for ISP-Bound Traffic ILEC and Adopting CLEC will use the FCC's rebuttable presumption as described in the underlying ICA. If the underlying ICA does not have rebuttable presumption language, it is ILEC's position that the following language shall apply to Adopting CLEC: (a) The parties agree that the FCC established a rebuttable presumption that all minutes of use exceeding a 3:1 Terminating to Originating Ratio are ISP-bound Traffic subject to the compensation. Specifically, all 251(b)(5) Traffic (which includes traffic exchanged where Adopting CLEC is using end office switching provided to Adopting CLEC by ILEC on a non-resale, wholesale basis pursuant to a Local Wholesale Complete agreement) and ISP-bound Traffic that is terminated by one party for the other party pursuant to the ICA between ILEC and Adopting CLEC within any month in excess of an amount (measured by total minutes of use) that is three times the traffic that is terminated by the other party pursuant to the ICA between ILEC and Adopting CLEC within that month shall be presumed to be ISP-bound Traffic; (b) Both ILEC and Adopting CLEC have the right to rebut the 3:1 ISP presumption and determine actual ISP-bound traffic by any means mutually agreed by the parties, or by any method approved by the applicable regulatory agency, including the Commission. If a party seeking to rebut the presumption and the Commission approves such rebuttal, then that rebuttal shall be applied on a prospective basis as of the date of the Commission approval. For avoidance of doubt, ILEC and CLEC agree that this Footnote 2 has no force or effect between ILEC and CLEC and is intended by ILEC to apply only to Adopting CLECs.

251(b)(5) Traffic. If a Party takes such action at the applicable state Commission, the Parties agree to use such proportion and/or methodology approved by the state Commission as of the date of the Commission approval and, in addition, the Commission-ordered proportion/methodology shall be utilized to determine the true-up as described below. During the pendency of any such proceedings to alter the proportion of FX, ISP-Bound Traffic and Section 251(b)(5) Traffic, CLEC and ILEC will remain obligated to pay based on the current proportion of FX, ISP-Bound Traffic and Section 251(b)(5) Traffic, subject to a true-up. Upon conclusion of a state Commission proceeding to determine the appropriate proportion/methodology, the Parties shall use the results of the state Commission proceeding and true-up of any amounts paid on FX, ISP-Bound Traffic and Section 251(b)(5) Traffic retroactive back to the date a Party first sought appropriate relief from the Commission to reflect the revised proportion of FX, ISP-Bound Traffic and Section 251(b)(5) Traffic as ordered by the state Commission.

## 6. Reservation of Rights

- 6.1 Intentionally Omitted.
- 6.2 The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their ICAs and interconnection agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and interconnection agreements or Section 251(b)(5). Therefore, ILEC payments to CLEC under the Agreement shall not be construed as agreement by ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.
- 6.3 Except as specifically modified by this Amendment with respect to their mutual obligations herein, 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.
- 6.4 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.

## 7. Additional Terms and Conditions

- 7.1 This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point in the rate schedule. By entering into this Amendment, ILEC neither agrees that it is obligated to permit, nor waives its rights to contend that it is not

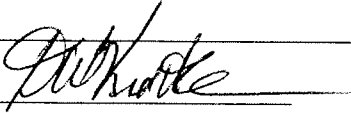
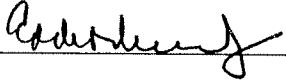


obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.

- 7.2 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICA or interconnection agreement. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 4-State basis and included the totality of rates, terms and conditions listed herein.
- 7.3 This 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.
- 7.4 The terms contained in this Amendment and its Exhibits A and B constitute the entire agreement with regard to the modification and amendment of the ICAs and incorporation into future interconnection agreements through the Termination Date, and shall be interpreted solely in accordance with its own terms.
- 7.5 The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.
- 7.6 This 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.
- 7.7 This Amendment shall be filed by the Parties with the PUCs in each state listed in the introductory paragraph above. Neither Party may seek a stay of the PUCs' approval of this Amendment or in any way seek to delay, postpone or interfere with the PUCs' approval of this Amendment.

AMENDMENT-SUPERSEDING CERTAIN INTERCARRIER COMPENSATION PROVISIONS/INDIANA BELL TELEPHONE COMPANY INCORPORATED,  
 THE OHIO BELL TELEPHONE COMPANY, MICHIGAN BELL TELEPHONE COMPANY, WISCONSIN BELL, INC.  
 PAGE 7 OF 9  
 AT&T INDIANA, AT&T OHIO, AT&T MICHIGAN, AT&T WISCONSIN/US XCHANGE OF INDIANA, L.L.C., US XCHANGE OF MICHIGAN, L.L.C., US  
 XCHANGE OF WISCONSIN, L.L.C., US XCHANGE, INC., CHOICE ONE COMMUNICATIONS OF OHIO, INC., CHOICE ONE COMMUNICATIONS, INC.  
 121508

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties on January 1, 2009 (the Effective Date).

US Xchange of Indiana, L.L.C., US Xchange of Michigan, L.L.C., US Xchange of Wisconsin, L.L.C., US Xchange, Inc., Choice One Communications of Ohio, Inc. and Choice One Communications, Inc.	AT&T Operations, Inc. as authorized agent for Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Michigan Bell Telephone Company d/b/a AT&T Michigan and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
Signature: 	Signature: 
Name: <u>DARREN KREIDLER</u> Print or type	Name: <u>Eddie A. Reed, Jr.</u> Print or type
Title: <u>DIRECTOR, CARRIER ACCESS BILLING</u>	Title: Director- Interconnection Agreements
Date: <u>12/24/08</u>	Date: <u>12.31.08</u>

**Resale OCN #s** 9544, 8365, 4149, 7980

**UNE OCN #s** 3765, 8366, 8685, 7979

**Switch Based OCN #s** 3765, 8366, 8685, 7979

**ACNAs** HOC, UXW

AT&T INDIANA, AT&T OHIO, AT&T MICHIGAN, AT&T WISCON/SIN/US XCHANGE OF INDIANA, L.L.C., US XCHANGE OF MICHIGAN, L.L.C., US XCHANGE OF WISCONSIN, L.L.C., US XCHANGE, INC., CHOICE ONE COMMUNICAITONS OF OHIO, INC., CHOICE ONE COMMUNICATIONS, INC.

121508

EXHIBIT A

State	Blended Rate
Indiana	0.00151
Michigan	
Set Up	0.00060
Duration	0.00069
Wisconsin	0.00135
Ohio	0.00149

## EXHIBIT B

### TRAFFIC STUDY METHODOLOGY

1. Each Party shall conduct a study of its originating traffic terminated to the other Party's end users in order to identify the amount of ISP-Bound Traffic and Section 251(b)(5) Traffic.
2. The study shall cover a one-month period to be agreed upon by the Parties.
3. The studies shall cover each of the states covered by this Amendment. The Parties shall compile the data on a state-by-state basis and shall exchange data when the study for any given state is complete.
4. The Parties shall use ILEC originating switch records.
5. To identify ISP-Bound Traffic, the Parties shall use the following criteria: (i) called telephone numbers with average "hold times" of 20 or more minutes (determined by adding minutes/seconds/tenths-of-seconds for all calls to a particular number and dividing by total number of calls to that number and rounding up to the nearest full minute); and (ii) individual telephone numbers must be called a minimum of 200 times during the study period (calls need not originate from the same number).
6. Calls not meeting the criteria set forth in Section 5 shall be presumed to be Section 251(b)(5) Traffic.
7. For those calls that do meet the criteria in Section 5, each Party shall further validate that the calls are ISP-bound by dialing the numbers individually to determine if answered by an ISP modem. Calls that do not reach an ISP modem shall be presumed to be Section 251(b)(5) Traffic.
8. In providing the results of its study to other Party, each Party shall provide the following detail:
  - State
  - Traffic Month reported on
  - Total Terminating Minutes for study period
  - Total Number of Terminating Minutes and Calls meeting criteria for being classified as ISP-Bound Traffic for study period
  - Calling and Called Telephone Numbers for calls classified as ISP-Bound Traffic
9. If either Party desires to rebut the results of the other Party's study, it shall provide its own analysis and the Parties shall reconcile any differences in the studies.

# **AT&T Wholesale Amendment**

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO  
AND  
CHOICE ONE COMMUNICATIONS OF OHIO, INC. D/B/A ONE COMMUNICATIONS**

This Amendment amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T Ohio")<sup>1</sup> and Choice One Communications of Ohio, Inc. d/b/a One Communications ("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 (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), approved on June 28, 2000 (the "Agreement"); and

**WHEREAS**, AT&T, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

**WHEREAS**, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The term of the Plan shall be extended for two (2) years ending December 31, 2012.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition 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.
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. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. For Illinois, Indiana, Michigan and Wisconsin, the Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). For Ohio: 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 ninety-first (91<sup>st</sup>) day after filing. However, for all States, the amendment shall be implemented as of the date it is fully executed. For example, if a CLEC signs and returns the Amendment on January 15, 2011, remedies are effective with February 2011 performance data which will be reported in March 2011 with remedies due being payable in April 2011.

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

AMENDMENT-MIDWEST PERFORMANCE MEASUREMENTS-EXTEND TERM/AT&T OHIO

PAGE 2 OF 2

CHOICE ONE COMMUNICATIONS OF OHIO, INC.

VERSION - 09/01/10

091510

Choice One Communications of Ohio, Inc. d/b/a  
One Communications

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

By: [Signature] By: [Signature]

Printed: RAYMOND B. OSTROSKI

Printed: Eddie A. Reed, Jr.

Title: Exec. VP + General Counsel  
(Print or Type)

Title: Director-Interconnection Agreements

Date: 9/23/10

Date: 9-28-10

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
OHIO	9544	3765	3765

ACNA - HOC

# **AT&T Wholesale Amendment**



**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO  
AND  
CHOICE ONE COMMUNICATIONS OF OHIO, INC. D/B/A EARTHLINK BUSINESS**

This Amendment amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T Ohio") (previously referred to as Ameritech Ohio) and Choice One Communications of Ohio, Inc. d/b/a EarthLink Business ("CLEC"). AT&T OHIO and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T Ohio's service territory in the State of Ohio.

**WITNESSETH:**

**WHEREAS**, AT&T Ohio and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), approved on June 28, 2000 (the "Agreement"); and

**WHEREAS**, AT&T Ohio, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

**WHEREAS**, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The term of the Plan shall be extended for two (2) years ending December 31, 2014.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition 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.
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. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. 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 91<sup>st</sup> day after filing. However, for all states, the Amendment shall be implemented as of January 1, 2013 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2013, remedies are effective with February 2013 performance data which will be reported in March 2013 with remedies due being payable in April 2013.



**Choice One Communications of Ohio, Inc. d/b/a EarthLink Business**

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

Signature: SA H Burns

Signature: Patrick Doherty

Name: Steven H. Brownworth  
(Print or Type)

Name: Patrick Doherty  
(Print or Type)

Title: V.P., Network Planning  
(Print or Type)

Title: Director - Regulatory  
(Print or Type)

Date: 12/10/2012

Date: 1-3-13

State	Resale OCN	ULEC OCN	CLEC OCN
Ohio	9544	3765	3765

Description	ACNA Code(s)
ACNA(s)	HOC

# **AT&T Wholesale Amendment**

**AMENDMENT**

**BETWEEN**

**THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO**

**AND**

**CHOICE ONE COMMUNICATIONS OF OHIO INC. d/b/a EARTHLINK  
BUSINESS**



Signature: eSigned - Jeanne Dale

Signature: eSigned - William A. Bockelman

Name: eSigned - Jeanne Dale  
(Print or Type)

Name: eSigned - William A. Bockelman  
(Print or Type)

Title: VP Vendor Relations & Access Regulatory  
(Print or Type)

Title: Director  
(Print or Type)

Date: 18 Nov 2014

Date: 18 Nov 2014

Choice One Communications of Ohio Inc. d/b/a EarthLink Business

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

State	Resale OCN	ULEC OCN	CLEC OCN
OHIO	9544	3765	3765

Description	ACNA Code(s)
ACNA(s)	HOC

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO  
AND  
CHOICE ONE COMMUNICATIONS OF OHIO INC. d/b/a EARTHLINK BUSINESS**

The Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a AT&T OHIO ("AT&T OHIO") and Choice One Communications of Ohio Inc. d/b/a EarthLink Business (f/k/a Choice One Communications of Ohio Inc. d/b/a One Communications), is hereby amended as follows.

**WHEREAS**, AT&T OHIO and Choice One Communications of Ohio Inc. d/b/a One Communications ("Choice One Communications of Ohio Inc.") are the parties to that certain "Interconnection Agreement" approved as of June 28, 2000 (the "Agreement"); and

**WHEREAS**, Choice One Communications of Ohio Inc. has changed its name to "Choice One Communications of Ohio Inc. d/b/a EarthLink Business", and wishes to reflect that name change as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, AT&T OHIO and Choice One Communications of Ohio Inc. d/b/a EarthLink Business hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Choice One Communications of Ohio Inc. d/b/a One Communications" to "Choice One Communications of Ohio Inc. d/b/a EarthLink Business".
2. AT&T OHIO shall reflect that name change from "Choice One Communications of Ohio Inc. d/b/a One Communications" to "Choice One Communications of Ohio Inc. d/b/a EarthLink Business" only for the main billing account (header card) for each of the accounts previously billed to Choice One Communications of Ohio Inc. AT&T OHIO shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T OHIO's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Choice One Communications of Ohio Inc. d/b/a EarthLink Business affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Choice One Communications of Ohio Inc. with AT&T OHIO for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Choice One Communications of Ohio Inc. d/b/a EarthLink Business shall operate with AT&T OHIO under the "Choice One Communications of Ohio Inc. d/b/a EarthLink Business" name for those accounts. Such operation shall include, by way of example only, submitting orders under Choice One Communications of Ohio Inc. d/b/a EarthLink Business, and labeling (including re-labeling) equipment and facilities with Choice One Communications of Ohio Inc. d/b/a EarthLink Business. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-21STATE to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-21STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
4. The Parties agree to replace Section XXX.10 of the Interconnection Agreement with the following language:  
XXX.10 Notices

XXX.10.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

XXX.10.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

XXX.10.1.2 delivered by facsimile provided CLEC and/or AT&T Ohio has provided such information in Section XXX.10.3 below.

XXX.10.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T Ohio has provided such information in Section XXX.10.3 below.

XXX.10.2 Notices will be deemed given as of the earliest of:

XXX.10.2.1 the date of actual receipt;

XXX.10.2.2 the next Business Day when sent via express delivery service;

XXX.10.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

XXX.10.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

XXX.10.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T Ohio.

XXX.10.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	John T. Ambrosi Director, Access Regulatory Management EarthLink
STREET ADDRESS	330 Monroe Avenue
CITY, STATE, ZIP CODE	Rochester, NY 14607
PHONE NUMBER*	(585) 465-5481
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	john.ambrosi@elnk.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

\*Informational only and not to be considered as an official notice vehicle under this Section.

XXX.10.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section XXX.10.4. Unless explicitly stated otherwise, any change to the designated contact name, address, email

address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

- XXX.10.5 AT&T Ohio communicates official information to CARRIERS via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
  6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
  7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
  8. 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 91<sup>st</sup> day after filing.



# **AT&T Wholesale Amendment**

**AMENDMENT**

**BETWEEN**

**THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

**AND**

**CHOICE ONE COMMUNICATIONS OF OHIO D/B/A EARTHLINK  
BUSINESS**



Signature: eSigned - Jeanne Dale

Signature: eSigned - William A. Bockelman

Name: eSigned - Jeanne Dale  
(Print or Type)

Name: eSigned - William A. Bockelman  
(Print or Type)

Title: VP Vendor Relations & Access Regulatory  
(Print or Type)

Title: Director  
(Print or Type)

Date: 23 Dec 2014

Date: 31 Dec 2014

Choice One Communications of Ohio d/b/a  
EarthLink Business

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

State	Resale OCN	ULEC OCN	CLEC OCN
OHIO	9544	3765	3765

Description	ACNA Code(s)
ACNA(s)	HOC

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO  
AND  
CHOICE ONE COMMUNICATIONS OF OHIO D/B/A EARTHLINK BUSINESS**

This Amendment amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a AT&T OHIO ("AT&T OHIO") and Choice One Communications of Ohio d/b/a EarthLink Business ("CLEC"). AT&T OHIO and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T OHIO's service territory in the State(s) of Ohio.

**WITNESSETH:**

**WHEREAS**, AT&T OHIO and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), as executed by the last Party on April 1, 2000 (the "Agreement"); and

**WHEREAS**, AT&T OHIO, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

**WHEREAS**, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The term of the Plan shall be extended for two (2) years ending December 31, 2016.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition 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.
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. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. 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 91<sup>st</sup> day after filing. However, for all states, the Amendment shall be implemented as of January 1, 2015 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2015, remedies are effective with February 2015 performance data which will be reported in March 2015 with remedies due being payable in April 2015.

# **AT&T Wholesale Amendment**

**AMENDMENT**

**BETWEEN**

**THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

**AND**

**CHOICE ONE COMMUNICATIONS OF OHIO INC. D/B/A EARTHLINK  
BUSINESS**



Signature: eSigned - Jeanne Dale

Signature: eSigned - William A. Bockelman

Name: eSigned - Jeanne Dale  
 (Print or Type)

Name: eSigned - William A. Bockelman  
 (Print or Type)

Title: VP Vendor Relations & Access Regulatory  
 (Print or Type)

Title: Director  
 (Print or Type)

Date: 05 Oct 2015

Date: 06 Oct 2015

Choice One Communications of Ohio Inc. d/b/a  
 EarthLink Business

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

State	Resale OCN	ULEC OCN	CLEC OCN
OHIO	9544	3765	3765

Description	ACNA Code(s)
ACNA(s)	HOC

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
CHOICE ONE COMMUNICATIONS OF OHIO INC. D/B/A EARTHLINK BUSINESS  
AND  
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

This amendment (the "Amendment") amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a **AT&T OHIO** ("**AT&T OHIO**") and Choice One Communications of Ohio Inc. d/b/a EarthLink Business ("**CLEC**"). **AT&T OHIO** and **CLEC** are hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WHEREAS**, **AT&T OHIO** and **CLEC** are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved June 28, 2000 and as subsequently amended (the "Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Order"), and modify certain provisions related to Customer Information Services.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, set forth below, and Exhibit A and Exhibit B Pricing Sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
  - 2.1 Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. **Customer Information Services (CIS)**
  - 3.1 With the exception of 3.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
  - 3.2 Add Appendix – Customer Information Services (CIS), attached hereto as Exhibit A, and add the CIS Pricing Appendix Customer Information Services (CIS) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.
  - 3.3 **Add the following provisions to the Attachment or Appendix for Resale**
    - 3.3.1 For Resale service, **AT&T OHIO** will provide Customer Information Services to **CLEC**'s end users where technically feasible and/or available to **AT&T OHIO** retail end users. Dialing, response, and sound quality will be provided in parity to **AT&T OHIO** retail end users.
    - 3.3.2 **CLEC** is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at **CLEC**'s location and its end users' service locations.
    - 3.3.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by **AT&T OHIO** for billing to Resale end user accounts will be returned as unbillable and will not be passed to **CLEC** for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by **AT&T OHIO**.



- 3.3.4 **AT&T OHIO** shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to end users or others by **CLEC**. Applicable rates and charges for services provided to **CLEC** under this Attachment will be billed directly to **CLEC** and shall be the responsibility of **CLEC**.
- 3.3.5 Charges billed to **CLEC** for all services provided under this Attachment shall be paid by **CLEC** regardless of **CLEC**'s ability or inability to collect from its end users for such services.
- 3.3.6 If **CLEC** does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), **CLEC** must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of **CLEC** to order the appropriate toll restriction or blocking on lines resold to end users. **CLEC** acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. **CLEC** acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

4. The Parties agree to replace Section XXX.10 from the Agreement with the following language:

**XXX.10 Notices**

XXX.10.1 Notices given by **CLEC** to **AT&T OHIO** under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

XXX.10.1.1 delivered by electronic mail (email).

XXX.10.1.2 delivered by facsimile.

XXX.10.2 Notices given by **AT&T OHIO** to the **CLEC** under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

XXX.10.2.1 delivered by electronic mail (email) provided **CLEC** has provided such information in Section XXX.10.4 below.

XXX.10.2.2 delivered by facsimile provided **CLEC** has provided such information in Section XXX.10.4 below.

XXX.10.3 Notices will be deemed given as of the earliest of:

XXX.10.3.1 the date of actual receipt.

XXX.10.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

XXX.10.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

XXX.10.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	John T. Ambrosi Director, Access Regulatory
STREET ADDRESS	330 Monroe Avenue

CITY, STATE, ZIP CODE	Rochester, NY 14607
PHONE NUMBER*	585.465.5481
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	John.Ambrosi@elink.com
<b>AT&amp;T CONTACT</b>	
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

\*Informational only and not to be considered as an official notice vehicle under this Section.

XXX.10.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section XXX.10. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

XXX.10.6 In addition, CLEC agrees that it is responsible for providing **AT&T OHIO** with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to **AT&T OHIO** to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section XXX.10 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

XXX.10.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

XXX.10.6.2 CLEC may be able to place orders for certain services in **AT&T OHIO** without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

XXX.10.7 **AT&T OHIO** communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

5. The Parties agree to add the following definitions to the General Terms and Conditions in the Interconnection Agreement:

**"AT&T-21STATE"** means the AT&T owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

**"AT&T CALIFORNIA"** means the AT&T owned ILEC doing business in California.

**"AT&T SOUTHEAST REGION 9-STATE"** means the AT&T owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

**"AT&T SOUTHWEST REGION 5-STATE"** means the AT&T owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

**6. Conflict between this Amendment and the Agreement**

- 6.1 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 (including all incorporated or accompanying Appendices, Addenda, and Exhibits to 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 Amendment.
7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
8. 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.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
11. For Ohio: 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 91<sup>st</sup> day after filing.

# ATTACHMENT 06 – CUSTOMER INFORMATION SERVICES

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## 1.0 Introduction

1.1 The following services are provided as Customer Information Services – Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

### 1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches,

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service, or

1.2.1.3 Leased Local Circuit Switching from AT&T-21STATE.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where technically feasible and available, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

### 1.3 INW:

1.3.1 This Attachment also sets forth terms and conditions for INW for Facilities-Based CLECs.

1.3.2 Where technically feasible and available, when an operator dials the appropriate Toll Center Code in addition to the inward code, the AT&T-21STATE INW operator will provide the Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

### 1.4 DAL:

1.4.1 This Attachment sets forth terms and conditions under which CLEC agrees to purchase DAL information from AT&T-21STATE.

1.5 White Pages:

1.5.1 This Attachment sets forth terms and conditions that apply to Facility-Based CLECs for subscriber listing information in white page directories provided by AT&T-21STATE.

2.0 **Definitions**

2.1 “Busy Line Verification (BLV)” means a service in which an End User asks an operator to verify a conversation in progress.

2.2 “Busy Line Verification/Interrupt (BLV/I)” means a service in which an End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

2.3 “Consolidated Reference Rater (CRR)” provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.4 “Facilities-Based CLEC” means a CLEC that provides service through its own switch, a Third Party provider’s switch or via local circuit switching leased from AT&T-21STATE via a stand-alone agreement.

2.5 “General Assistance” means a service in which an operator calls the INW operator seeking assistance in dialing a number. For example, the assistance could be required for attempting to dial a number where a ‘no ring’ condition has been encountered.

2.6 “Services” means Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

2.7 “Toll Center Code” means the three digit access tandem code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain INW.

3.0 **Operator Services (OS) / Directory Services (DA)**

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC’s End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where technically feasible and/or available, CLEC’s End Users shall be answered by AT&T-21STATE’s OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE’s End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE’s OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties’ networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) within which the CLEC’s OS/DA traffic originates.

3.3.2.1 Because CLEC’s switch may serve End Users in more than one LATA, the Parties agree that CLEC’s OS/DA traffic originates from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of CLEC’s switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 shall be deemed the End User’s physical

billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;
  - 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
  - 3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
  - 3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch (es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff.
- 3.3.5 General OS/DA Trunking Requirements:
- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
  - 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
  - 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements:
- 3.3.6.1 OS Trunks:
    - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
  - 3.3.6.2 DA/ DA Call Completion (DACC) Trunks:
    - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
    - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
    - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate



traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

### 3.3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks:

3.3.6.3.1 Where available, when CLEC wishes for AT&T-21STATE to perform Busy Line Verification or Emergency Interrupt for CLEC End Users a segregated one-way BLV trunk group with MF signaling from AT&T-21STATE's OS switch to CLEC's switch serving End Users in that LATA will be required. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

## 3.4 OS Offerings:

### 3.4.1 OS Rate Structure:

3.4.1.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where technically feasible and/or available). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

### 3.4.2 OS Call Processing:

3.4.2.1 AT&T-21STATE will provide OS to CLEC End Users where technically feasible and/or available to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call. AT&T-21STATE will provide the following OS services to CLEC End User:

3.4.2.1.1 General Assistance - The End User dialing 0- or 0+, asks the OS operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls (e.g., handling emergency calls, handling credits, etc.).

3.4.2.1.2 Calling Card - The End User dialing 0- or 0+, provides the OS operator with a Calling Card number for billing purposes, and seeks assistance in completing the call.

3.4.2.1.3 Collect - The End User dialing 0- or 0+, asks the OS operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.

3.4.2.1.4 Third Number Billed - The End User dialing 0- or 0+, asks the OS operator to bill the call to a different number than the calling or called number.

3.4.2.1.5 Person-To-Person- The End User dialing 0- or 0+, asks the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.4.2.1.6 Busy Line Verification (BLV) - A service in which the End User asks an OS operator to verify a conversation in progress.

3.4.2.1.7 Busy Line Interrupt (BLV/I) - A service in which the End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

- 3.5 DA Offerings:
- 3.5.1 DA Rate Structure:
- 3.5.1.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
- 3.5.2 DA Call Processing:
- 3.5.2.1 AT&T-21STATE will provide DA Services to CLEC End Users where technically feasible and available to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User.
- 3.5.2.1.1 Local Directory Assistance - Consists of providing published name and telephone number.
- 3.5.2.1.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
- 3.5.2.1.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.1.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.1.5 Business Category Search (BCS) - A service callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.
- 3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:
- 3.6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself. CLEC may custom brand or brand with silence.
- 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
- 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
- 3.6.2 If CLEC does not wish to custom brand the OS/DA calls, CLEC End Users will hear silence upon connecting with the OS/DA switch by having AT&T-21STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to OS/DA platform with all other OS/DA calls, for which brand loading charges will still apply.
- 3.6.2.1 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
- 3.6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.3 AT&T-21STATE will be responsible for loading the CLEC provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial

recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

- 3.6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.5 Where CRR is technically feasible and/or available, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS operator.
- 3.6.6 Where CRR is available, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.
- 3.6.7 CRR load charges are assessed per loaded set of rates/references, where Consolidated Reference Rater is available, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service:
- 3.6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

#### 4.0 Inward Assistance Operator Services (INW)

##### 4.1 Responsibilities of the Parties:

- 4.1.1 To the extent that CLEC elects to interconnect with AT&T-21STATE's operator assistance switches, the CLEC's responsibilities are described below.
- 4.1.2 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these INW facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff.
- 4.1.3 The CLEC will initiate an ASR for a one-way trunk group from its designated operator assistance switch to the AT&T-21STATE operator assistance switch utilizing MF signaling.

##### 4.2 CLEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by AT&T-21STATE. CLEC or its designated OS providers shall submit an ASR to AT&T-21STATE to establish any new interconnection trunking arrangements.

- 4.2.1 CLEC must provide one (1) Carrier Identification Code (CIC) for its CLEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the CLEC wishes to receive separate billing data for its CLEC and IXC operations.

#### 4.3 Specifics of INW Offering and Pricing:

4.3.1 Toll Center Codes will be used by the CLEC operators for routing and connecting to the AT&T-21STATE operator assistance switches. These codes are specific to the various AT&T-21STATE LATAs where AT&T-21STATE operator assistance switches are located.

4.3.2 AT&T-21STATE OS will require a Toll Center Code for the CLEC OS assistance switch. This code will be the routing code used for connecting the AT&T-21STATE operator to the CLEC operator on an inward basis.

4.3.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the LERG.

4.3.4 AT&T-21STATE pricing for INW shall be based on the rates specified in the Pricing Sheet.

4.4 If the CLEC terminates INW or OS/DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination.

4.5 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

#### 5.0 Directory Assistance Listings (DAL)

##### 5.1 Responsibilities of the Parties:

5.1.1 Where technically feasible and available, AT&T-21STATE will provide DAL information referred to as Directory Assistance Listing (DAL) in AT&T SOUTHWEST REGION 5-STATE, Directory Assistance Listing Information Service (DALIS) in AT&T CALIFORNIA, Dialing Parity Directory Listings (DPDL) in AT&T MIDWEST REGION 5-STATE, Directory Assistance List License (DALL) in AT&T NEVADA and Directory Assistance Database Services (DADS) in AT&T SOUTHEAST REGION 9-STATE (hereinafter collectively referred to as DAL).

5.1.2 AT&T-21STATE owns and maintains the database containing DAL information (name, address and published telephone number, or an indication of "non-published status") of telephone service subscribers.

5.1.3 AT&T-21STATE uses the DAL information in its database to provide directory assistance (DA) service to End Users who call AT&T-21STATE's DA to obtain such information.

5.1.4 Inasmuch as AT&T-21STATE provides DA service under contract for ILECs and CLECs, AT&T-21STATE's database also contains DAL information of other ILEC and CLEC telephone service subscribers.

5.1.5 CLEC, or its agent, who choose to provide DA service to CLEC's End Users located in the CLEC's service area may load its database with DAL contained in AT&T-21STATE's DA database.

5.1.6 AT&T-21STATE agrees to license requested DAL information contained in its database, under the following terms and conditions:

5.1.6.1 AT&T-21STATE shall provide DAL information in a mutually acceptable format.

5.1.6.2 AT&T-21STATE shall provide DAL information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T-21STATE will provide to CLEC the initial load of DAL information in a mutually agreed upon timeframe.

## 5.2 Product Specific Service Delivery Provisions:

### 5.2.1 Use of DAL Information:

5.2.1.1 CLEC may use the DAL information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of DAL.

5.2.1.2 In the event a telephone service subscriber has a “non-published” listing, a “non-published” classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information when available. The information provided for non-published telephone service subscribers can only be used for two (2) purposes. First, the non-published status may be added to the listing in CLEC’s database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published telephone service subscribers may be used for verification of the non-published status of the listing. If a caller provides the address for a requested listing, CLEC may verify the non-published status of the requested listing by matching the caller-provided address with the address in CLEC’s database. CLEC however, may not provide the address information of a requested listing of a non-published telephone service subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the End User that the requested listing is non-published.

## 5.3 Other:

### 5.3.1 Pricing:

5.3.1.1 The prices at which AT&T-21STATE agrees to provide CLEC with DAL are provided for in the Pricing Sheet.

### 5.3.2 Breach of Contract:

5.3.2.1 In the event a Party is found to have materially breached the DAL provision of this Attachment, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching Party’s DAL license, without terminating its own rights hereunder, upon fourteen (14) calendar days Notice, until the other Party’s breach is remedied. Further should CLEC breach the DAL provisions of this Attachment, it shall immediately cease use of AT&T-21STATE’s DAL information.

### 5.3.3 Term of DAL Service:

5.3.3.1 After twelve (12) consecutive months of service, either Party may terminate the DAL services provided under this Attachment, without termination liability, upon one hundred-twenty (120) calendar days’ written Notice to the other Party.

5.3.3.2 If the CLEC terminates this service prior to the first twelve (12) consecutive months of the contract term, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus the monthly or estimated charges for the remainder of the first twelve (12) months of the contract term, plus costs incurred by AT&T-21STATE associated with the provision of the DAL database.

### 5.3.4 Ordering:

5.3.4.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by AT&T-21STATE.

## 6.0 White Pages

### 6.1 General Provisions:

6.1.1 AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to white pages directory listings, as described herein.

6.1.2 AT&T-21STATE will meet state requirements through itself or a contracted vendor to publish alphabetical white pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in AT&T-21STATE's ILEC Territory in the appropriate white pages directories.

### 6.2 Responsibilities of the Parties:

6.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white pages directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and AT&T-21STATE practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

6.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

6.2.1.2 Listing Information Confidentiality:

6.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.

6.2.1.3 Unlisted/Non-Published End Users:

6.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Sheet.

6.2.1.4 Additional, Designer and Other Listings:

6.2.1.4.1 Where a CLEC End User requires foreign, enhanced, designer or other listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks.

6.2.2 CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

6.2.3 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanical or manual feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of

the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

#### 6.2.4 Distribution of Directories:

6.2.4.1 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's subscribers during the annual delivery of newly published directories.

6.2.4.2 AT&T-21STATE has no obligation to provide any additional white page directories above the directories provided to CLEC End Users as specified in Section 6.2.5.1 above.

6.2.4.3 CLEC subscribers may receive for additional directories in the same manner and format as they are made available to AT&T-21STATE's subscribers.

6.2.5 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

#### 6.2.6 Use of Subscriber Listing Information:

6.2.6.1 AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services.

6.2.6.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

6.2.7 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.

6.2.8 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.

#### 6.2.9 Breach of Contract:

6.2.9.1 If either Party is found to have materially breached the white pages directory terms of this Attachment, the non-breaching Party may terminate the white pages directory terms of this

Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

**7.0 General Conditions:**

- 7.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, this Attachment in its entirety or any Service(s) or features of Service(s) offerings that are provided under this Attachment on ninety (90) days' written notice.



PRICING SHEETS  
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$ 1,800.00		Per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN				NA	NA	\$ 1,500.00	per state, per OCN
6	OH	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR CALL PROCESSING	Operator Assisted Call Processing - All Types (including Busy Line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]), per work second	XPU	OPEN		\$ 0.03	NA		per work second
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - per listing for initial load				NA	\$ 0.040		per listing
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - per listing for subsequent updates				\$ 0.060			per listing
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding, per trunk group					\$800.00		

# AT&T Wholesale Amendment

**AMENDMENT****BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, 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 AND AT&T WHOLESAL, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

**AND**

**BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS, BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS III, BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS IV, CHOICE ONE COMMUNICATIONS OF OHIO, INC. D/B/A EARTHLINK BUSINESS, DELTACOM, LLC D/B/A EARTHLINK BUSINESS, DELTACOM, LLC D/B/A EARTHLINK BUSINESS III, DELTACOM, LLC D/B/A EARTHLINK BUSINESS IV, EARTHLINK BUSINESS, LLC, US XCHANGE OF ILLINOIS, L.L.C. D/B/A EARTHLINK BUSINESS I, US XCHANGE OF INDIANA, L.L.C. D/B/A EARTHLINK BUSINESS, US XCHANGE OF MICHIGAN, L.L.C. D/B/A EARTHLINK BUSINESS I AND US XCHANGE OF WISCONSIN, L.L.C. D/B/A EARTHLINK BUSINESS**



eSigned - Jeanne Dale c/o EarthLink Business, LLC

Signature: \_\_\_\_\_

Signature: eSigned - William A. Bockelman

eSigned - Jeanne Dale c/o EarthLink Business, LLC

Name: \_\_\_\_\_  
 (Print or Type)

Name: eSigned - William A. Bockelman  
 (Print or Type)

Title: VP Vendor Relations & Access Regulatory  
 (Print or Type)

Title: Director  
 (Print or Type)

Date: 07 Apr 2016

Date: 07 Apr 2016

Business Telecom, LLC d/b/a EarthLink Business, Business Telecom, LLC d/b/a EarthLink Business III, Business Telecom, LLC d/b/a EarthLink Business IV, Choice One Communications of Ohio Inc. d/b/a EarthLink Business, DeltaCom, LLC d/b/a EarthLink Business, DeltaCom, LLC d/b/a EarthLink Business III, DeltaCom, LLC d/b/a EarthLink Business IV, EarthLink Business, LLC, US XChange of Illinois, L.L.C. d/b/a EarthLink Business I, US XChange of Indiana, L.L.C. d/b/a EarthLink Business, US XChange of Michigan, L.L.C. d/b/a EarthLink Business I, US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, 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 and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7796,2932,7727	7795,7727	7795,4615,3424
ARKANSAS	2932	---	1364
CALIFORNIA	2932	---	2832
FLORIDA	7796,2932,7727	7795,4616, 7727	7795,3415,2830,4616
GEORGIA	7796,2932, 7727	7795,4617, 7727	7795,3593,2830,4617
ILLINOIS	2932,8761	8760	3416,8760
INDIANA	2932,8365	8366	3426,8366
KANSAS	2932	---	2885
KENTUCKY	7796,7727,2932	7795	7795,3418
LOUISIANA	7796,2932, 7727	7795, 7727	7795,3414,2830,4618
MICHIGAN	2932,4149	8685	3855,8685
MISSISSIPPI	7796, 7727,2932	7795, 7727	7795,3771,4619
MISSOURI	2932	---	3423

NEVADA	2932	---	3419
NORTH CAROLINA	7796, 7727, 2932	7795, 7727	7795, 636F, 4620
OHIO	9544, 2932	3765	3765, 3858
OKLAHOMA	2932	---	3422
SOUTH CAROLINA	7796, 2932, 7727	7795, 7727	7795, 3605, 4621
TENNESSEE	7796, 2932, 7727	7795, 7727	7795, 3993, 4622
TEXAS	2932	---	2887
WISCONSIN	2932, 7980	7979	2932, 7979

Description	ACNA Code(s)
ACNA(s)	BTM, HOC, DLT, NGE, UXW

**AMENDMENT TO THE AGREEMENT  
BETWEEN**

**BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS, BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS III, BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS IV, CHOICE ONE COMMUNICATIONS OF OHIO, INC. D/B/A EARTHLINK BUSINESS, DELTACOM, LLC D/B/A EARTHLINK BUSINESS, DELTACOM, LLC D/B/A EARTHLINK BUSINESS III, DELTACOM, LLC D/B/A EARTHLINK BUSINESS IV, EARTHLINK BUSINESS, LLC, US XCHANGE OF ILLINOIS, L.L.C. D/B/A EARTHLINK BUSINESS I, US XCHANGE OF INDIANA, L.L.C. D/B/A EARTHLINK BUSINESS, US XCHANGE OF MICHIGAN, L.L.C. D/B/A EARTHLINK BUSINESS I AND US XCHANGE OF WISCONSIN, L.L.C. D/B/A EARTHLINK BUSINESS**

**AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, 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 AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CARRIER as shown in the attached Exhibit A. AT&T and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WHEREAS**, AT&T and CARRIER are Parties to the Agreements as shown in the attached Exhibit A; and

**WHEREAS**, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC" on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("the Order"), the Parties desire to amend the Agreement to implement the terms of the Order.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The recitals are hereby incorporated in their entirety into this Amendment.
  - 1.1 The Parties hereby implement the intercarrier compensation rate schedules attached hereto as Exhibit B for the termination of all Section 251(b)(5) Traffic exchanged between the parties in the applicable state(s). The rates included in Exhibit B hereby supersede the existing rate elements included in the underlying Agreement for purposes of reciprocal compensation.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. 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.

- 4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 5. The Parties agree to replace Section N from the Agreement with the following language:

**N. Notices**

N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.1.1 delivered by electronic mail (email).

N.1.2 delivered by facsimile.

N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.

N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.

N.3 Notices will be deemed given as of the earliest of:

N.3.1 the date of actual receipt.

N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	John T. Ambrosi Director, Access Regulatory Management
STREET ADDRESS	330 Monroe Avenue
CITY, STATE, ZIP CODE	Rochester, NY 14607
PHONE NUMBER*	585.465.5481
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	John.Ambrosi@elink.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

\*Informational only and not to be considered as an official notice vehicle under this Section.

N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address,

and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

- N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
- N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
- N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
  7. 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 (including all incorporated or accompanying Appendices, Addenda, and Exhibits to 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 Amendment.
  8. 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.
  9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
  10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
  11. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
  12. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: 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 91<sup>st</sup> day after filing. For California: Pursuant to



Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

**Exhibit A**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	11/1/11
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	EarthLink Business, LLC	Interconnection	1/9/07
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	12/1/11
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	EarthLink Business, LLC	Interconnection	6/12/10
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	11/21/11
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	EarthLink Business, LLC	Interconnection	3/21/15
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Business Telecom, LLC d/b/a EarthLink Business IV DeltaCom, LLC d/b/a EarthLink Business III	Interconnection	10/20/11

<b>AT&amp;T ILEC ("AT&amp;T")</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	EarthLink Business, LLC	Interconnection	1/11/07
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Business Telecom, LLC d/b/a EarthLink Business III DeltaCom, LLC d/b/a EarthLink Business IV	Interconnection	1/26/12
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	EarthLink Business, LLC	Interconnection	<b>3/16/07</b>
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Business Telecom, LLC d/b/a EarthLink Business III DeltaCom, LLC d/b/a EarthLink Business	Interconnection	1/11/12
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	EarthLink Business, LLC	Interconnection	2/14/07
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	1/20/12
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	EarthLink Business, LLC	Interconnection	3/8/07
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	10/26/12

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	EarthLink Business, LLC	Interconnection	4/2/07
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Business Telecom, LLC d/b/a EarthLink Business III DeltaCom, LLC d/b/a EarthLink Business	Interconnection	11/7/11
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	EarthLink Business, LLC	Interconnection	2/26/07
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	EarthLink Business, LLC	Interconnection	8/9/00
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	US XChange of Illinois, L.L.C. d/b/a EarthLink Business I	Interconnection	11/5/97
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	EarthLink Business, LLC	Interconnection	7/6/00
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	US XChange of Indiana, L.L.C. d/b/a EarthLink Business	Interconnection	4/25/01
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	EarthLink Business, LLC	Interconnection	10/6/00
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	US XChange of Michigan, L.L.C. d/b/a EarthLink Business I	Interconnection	4/26/11
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	EarthLink Business, LLC	Interconnection	5/29/00

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
The Ohio Bell Telephone Company d/b/a AT&T OHIO	EarthLink Business, LLC	Interconnection	5/3/01
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Choice One Communications of Ohio Inc. d/b/a EarthLink Business	Interconnection	6/28/00
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	EarthLink Business, LLC	Interconnection	6/8/00
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	EarthLink Business, LLC	Interconnection	4/3/06
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	EarthLink Business, LLC	Interconnection	10/26/05
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	EarthLink Business, LLC	Interconnection	10/24/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	EarthLink Business, LLC	Interconnection	1/29/07
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	EarthLink Business, LLC	Interconnection	9/27/05
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	EarthLink Business, LLC	Interconnection	5/3/00
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business	Interconnection	10/24/97

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU		ZZUR2		\$0.00			MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00			MOU

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	L1T++	GOC00		\$0.00			MOU



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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG14		\$0.00			MOU



Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound and 251(b)(5) Traffic as per FCC 01-131		GOC00		\$0.00			MOU

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			Per Mile, Per MOU



Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.000000	NA	NA	MOU

Pricing Sheet  
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

# AT&T Wholesale Amendment

**AMENDMENT****BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, 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 AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

**AND**

**BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS; BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS III; BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS IV; CHOICE ONE COMMUNICATIONS OF OHIO INC. D/B/A EARTHLINK BUSINESS; DELTACOM, LLC D/B/A EARTHLINK BUSINESS; DELTACOM, LLC D/B/A EARTHLINK BUSINESS III; DELTACOM, LLC D/B/A EARTHLINK BUSINESS IV; EARTHLINK BUSINESS, LLC; US XCHANGE OF ILLINOIS, L.L.C. D/B/A EARTHLINK BUSINESS I; US XCHANGE OF INDIANA, L.L.C. D/B/A EARTHLINK BUSINESS; US XCHANGE OF MICHIGAN, L.L.C. D/B/A EARTHLINK BUSINESS I; US XCHANGE OF WISCONSIN, L.L.C. D/B/A EARTHLINK BUSINESS**

eSigned - Jeanne Dale c/o EarthLink Business, LLC

Signature: \_\_\_\_\_

eSigned - Jeanne Dale c/o EarthLink Business, LLC

Name: \_\_\_\_\_  
 (Print or Type)

Title: VP Vendor Relations & Access Regulatory  
 (Print or Type)

Date: 14 Jun 2016

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman  
 (Print or Type)

Title: Director  
 (Print or Type)

Date: 14 Jun 2016

Business Telecom, LLC d/b/a EarthLink Business;  
 Business Telecom, LLC d/b/a EarthLink Business  
 III; Business Telecom, LLC d/b/a EarthLink  
 Business IV; Choice One Communications of Ohio  
 Inc. d/b/a EarthLink Business; DeltaCom, LLC d/b/a  
 EarthLink Business; DeltaCom, LLC d/b/a  
 EarthLink Business III; DeltaCom, LLC d/b/a  
 EarthLink Business IV; Earthlink Business, LLC; US  
 XChange of Illinois, L.L.C. d/b/a  
 EarthLink Business I; US XChange of Indiana,  
 L.L.C. d/b/a EarthLink Business; US XChange  
 of Michigan, L.L.C. d/b/a EarthLink Business I;  
 US XChange of Wisconsin, L.L.C. d/b/a EarthLink  
 Business

BellSouth Telecommunications, LLC d/b/a AT&T  
 ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T  
 KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,  
 AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA  
 and AT&T TENNESSEE, 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  
 and AT&T Wholesale, The Ohio Bell Telephone  
 Company d/b/a AT&T OHIO, Pacific Bell Telephone  
 Company d/b/a AT&T CALIFORNIA, Southwestern Bell  
 Telephone Company d/b/a AT&T ARKANSAS, AT&T  
 KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and  
 AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T  
 WISCONSIN by AT&T Services, Inc., its authorized  
 agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	2932,7727,7796	7727,7795	3424,4615,7795
ARKANSAS	2932	---	1364
CALIFORNIA	2932	---	2832
FLORIDA	2932,7727,7796	4616,7727,7795	2830,3415,4616,7795
GEORGIA	2932,7727,7796	4617,7727,7795	2830,3593,4617,7795
ILLINOIS	2932,8761	8760	3416,8760
INDIANA	2932,8365	8366	3426,8366
KANSAS	2932	---	2885
KENTUCKY	2932,7727,7796	7795	3418,7795
LOUISIANA	2932,7727,7796	7727,7795	2830,3414,4618,7795
MICHIGAN	2932,4149	8685	3855,8685
MISSISSIPPI	2932,7727,7796	7727,7795	3771,4619,7795
MISSOURI	2932	---	3423
NEVADA	2932	---	3419

NORTH CAROLINA	2932,7727,7796	7727,7795	4620,636F,7795
OHIO	2932,9544	3765	3765,3858
OKLAHOMA	2932	---	3422
SOUTH CAROLINA	2932,7727,7796	7727,7795	3605,4621,7795
TENNESSEE	2932,7727,7796	7727,7795	3993,4622,7795
TEXAS	2932	---	2887
WISCONSIN	2932,7980	7979	2932,7979

Description	ACNA Code(s)
ACNA(s)	NGE,DLT,BTM,UXW,HOC

**AMENDMENT TO THE AGREEMENT  
BETWEEN**

**BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS, BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS III, BUSINESS TELECOM, LLC D/B/A EARTHLINK BUSINESS IV, CHOICE ONE COMMUNICATIONS OF OHIO, INC. D/B/A EARTHLINK BUSINESS, DELTACOM, LLC D/B/A EARTHLINK BUSINESS, DELTACOM, LLC D/B/A EARTHLINK BUSINESS III, DELTACOM, LLC D/B/A EARTHLINK BUSINESS IV, EARTHLINK BUSINESS, LLC, US XCHANGE OF ILLINOIS, L.L.C. D/B/A EARTHLINK BUSINESS I, US XCHANGE OF INDIANA, L.L.C. D/B/A EARTHLINK BUSINESS, US XCHANGE OF MICHIGAN, L.L.C. D/B/A EARTHLINK BUSINESS I AND US XCHANGE OF WISCONSIN, L.L.C. D/B/A EARTHLINK BUSINESS**

**AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, 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 AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CARRIER as shown in the attached Exhibit A. AT&T and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WHEREAS**, AT&T and CARRIER are Parties to the Agreements as shown in the attached Exhibit A; and

**WHEREAS**, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c)* from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

**WHEREAS**, the Parties desire to add rates and provisions related to Transit Traffic Services, modify certain provisions related to Termination of Agreement After Initial Term Expiration and to modify certain provisions related to Customer Information Services.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A – Listing of Agreements, Exhibit B - AT&T Transit Traffic Service Attachment, Exhibit C – Customer Information Services, and Exhibit D - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Forbearance**
  - 2.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
3. **Transit Traffic Services**
  - 3.1. Add Attachment – Transit Traffic Service, attached hereto, as Exhibit B and rates reflected in the Pricing Sheet(s), attached hereto as Exhibit D to the Agreement. The rates and provisions of Exhibit B and D shall apply to Transit Traffic Service provided in the State(s) of Alabama, Arkansas, California, Florida, Georgia,



Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

- 3.2. Delete the rates, terms and conditions related to the provisioning of transit traffic for the AT&T and Business Telecom, LLC d/b/a Earthlink Business, Business Telecom, LLC d/b/a Earthlink Business III, Deltacom, LLC d/b/a Earthlink Business, and Deltacom, LLC d/b/a Earthlink Business IV Agreements for the States of Alabama, Florida, Georgia, Louisiana, Mississippi, South Carolina and Tennessee.

#### 4. Termination of Agreement After Initial Term Expiration

- 4.1. For the AT&T and Business Telecom, LLC d/b/a Earthlink Business, Business Telecom, LLC d/b/a Earthlink Business III, Business Telecom, LLC d/b/a Earthlink Business IV, Deltacom, LLC d/b/a Earthlink Business, Deltacom, LLC d/b/a Earthlink Business III and Deltacom, LLC d/b/a Earthlink Business IV and Earthlink Business, LLC Agreements for the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee the Parties agree to replace Sections 2.2 through 2.5 of the General Terms and Conditions with the following:

##### 2.2 Termination for Nonperformance or Breach:

2.2.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.

2.2.2 If, at any time during the term of this Agreement, AT&T-21STATE is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T-21STATE may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices Section hereof.

##### 2.3 Termination of Agreement after initial term expiration:

2.3.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing "Notice of Termination" to AT&T-21STATE at any time after the initial term of this Agreement. After termination the Parties' liability for termination of this Agreement shall be limited to obligations under the Survival Section of this General Terms and Conditions.

2.3.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.

2.3.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration" or Notice of Termination (if served after Expiration), CLEC shall have ten (10) calendar days to provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s).

If CLEC wishes to pursue a successor agreement with AT&T-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.

- 2.3.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-21STATE shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-21STATE's obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration without AT&T-21STATE's consent, AT&T-21STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE's then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website.
- 2.3.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 2.3.4 above, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides "Notice of Termination" as provided for in Section 2.3.
- 2.3.6 AT&T-21STATE may reject a request under Section 252 for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.

- 4.2. For the AT&T and EarthLink Business, LLC Agreements for the states of Arkansas, Kansas and Oklahoma the Parties agree to replace Sections 4.2 through 4.12 for Kansas, 4.2 through 4.13 for Oklahoma and Sections 4.2 through 4.14 for Arkansas of the General Terms and Conditions with the following:
- 4.2 The Agreement shall have a term ("Term") of three (3) years and 90 days commencing on the Effective Date.
- 4.3 Termination for Nonperformance or Breach:
- 4.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.
- 4.3.2 If, at any time during the term of this Agreement, AT&T-21STATE is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T-21STATE may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices Section hereof.

- 4.4 Termination of Agreement after initial term expiration:
- 4.4.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing “Notice of Termination” to AT&T-21STATE at any time after the initial term of this Agreement. After termination the Parties’ liability for termination of this Agreement shall be limited to obligations under the Survival Section of this General Terms and Conditions.
- 4.4.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.
- 4.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves “Notice of Expiration” or Notice of Termination (if served after Expiration), CLEC shall have ten (10) calendar days to provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC’s Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
- 4.4.4 If the Parties are in “Active Negotiations” (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-21STATE shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-21STATE’s obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration without AT&T-21STATE’s consent, AT&T-21STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE’s then current standard interconnection agreement (“Generic”) as found on AT&T’s CLEC Online website.
- 4.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 2.3.4 above, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides “Notice of Termination” as provided for in Section 2.3.
- 4.4.6 AT&T-21STATE may reject a request under Section 252 for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.
- 4.3. For the AT&T and EarthLink Business, LLC Agreements for the states of California, Illinois, Indiana, Michigan and Missouri the Parties agree to replace Sections 5.2 through 5.10 for Illinois, Indiana, Michigan and Nevada; Sections 5.2 through 5.11.6 for California and Sections 5.2 through 5.11 for Missouri of the General Terms and Conditions with the following:

- 5.2 Section 5.2 as follows:
- 5.2.1 For Illinois, Indiana, Michigan, Nevada, Ohio and Wisconsin:
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on May 30, 2001 (the “Term”).
- 5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 14, 2008 until January 14, 2011 (the “Extended Expiration Date”).
- 5.2.2 For California:
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on May 30, 2003 (the “Term”).
- 5.2.3 For Missouri:
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on November 01, 2006
- 5.3 Termination for Nonperformance or Breach:
- 5.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.
- 5.3.2 If, at any time during the term of this Agreement, AT&T-21STATE is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T-21STATE may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices Section hereof.
- 5.4 Termination of Agreement after initial term expiration:
- 5.4.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing “Notice of Termination” to AT&T-21STATE at any time after the initial term of this Agreement. After termination the Parties’ liability for termination of this Agreement shall be limited to obligations under the Survival Section of this General Terms and Conditions.
- 5.4.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.
- 5.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves “Notice of Expiration” or Notice of Termination (if served after Expiration), CLEC shall have ten (10) calendar days to

provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.

- 5.4.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-21STATE shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-21STATE's obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration without AT&T-21STATE's consent, AT&T-21STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE's then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website.
  - 5.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 5.3.4 above, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides "Notice of Termination" as provided for in Section 5.3.
  - 5.4.6 AT&T-21STATE may reject a request under Section 252 for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.
- 4.4. For the AT&T and EarthLink Business, LLC Agreements for the state of Texas the Parties agree to replace Sections 7.2 through 7.11 of the General Terms and Conditions with the following:
- 7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and will remain in effect for five (5) years after the Effective Date.
  - 7.3 Termination for Nonperformance or Breach:
    - 7.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.
    - 7.3.2 If, at any time during the term of this Agreement, AT&T-21STATE is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T-21STATE may, at its discretion, terminate this Agreement,

without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices Section hereof.

- 7.4 Termination of Agreement after initial term expiration:
- 7.4.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing “Notice of Termination” to AT&T-21STATE at any time after the initial term of this Agreement. After termination the Parties’ liability for termination of this Agreement shall be limited to obligations under the Survival Section of this General Terms and Conditions.
- 7.4.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.
- 7.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves “Notice of Expiration” or Notice of Termination (if served after Expiration), CLEC shall have ten (10) calendar days to provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC’s Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
- 7.4.4 If the Parties are in “Active Negotiations” (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-21STATE shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-21STATE’s obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration without AT&T-21STATE’s consent, AT&T-21STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE’s then current standard interconnection agreement (“Generic”) as found on AT&T’s CLEC Online website.
- 7.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 7.3.4 above, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides “Notice of Termination” as provided for in Section 7.3.
- 7.4.6 AT&T-21STATE may reject a request under Section 252 for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.

- 4.5. For the AT&T and US XChange of Michigan, L.L.C. d/b/a EarthLink Business I for the state of Michigan Agreement Sections 8.4.3 and 8.4.5 of the General Terms and Conditions of the Agreement are hereby amended and restated as follows:
- 8.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves “Notice of Expiration” or Notice of Termination (if served after Expiration), CLEC shall have ten (10) calendar days to provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC’s Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
- 8.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 8.4.4 above, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides “Notice of Termination” as provided for in Section 8.4.
- 4.6. For the AT&T and US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business for the state of Wisconsin Agreement the Parties agree to replace Sections 21.1 through 21.4.2 of the General Terms and Conditions with the following:
- 21.1 Term.** The initial term of this Agreement shall be three (3) years (the “**Initial Term**”) which shall commence on the Effective Date.
- 21.1.1 Notwithstanding anything to the contrary in this Section 21.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing April 16, 2007 until April 16, 2010 (the “**Extended Expiration Date**”).
- 21.2 Termination for Nonperformance or Breach:**
- 21.2.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.
- 21.2.2 If, at any time during the term of this Agreement, AT&T-21STATE is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T-21STATE may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices Section hereof.
- 21.3 Termination of Agreement after initial term expiration:**
- 21.3.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing “Notice of Termination” to AT&T-21STATE at any time after the initial term of this Agreement. After termination the

Parties' liability for termination of this Agreement shall be limited to obligations under the Survival Section of this General Terms and Conditions.

- 21.3.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.
- 21.3.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration" or Notice of Termination (if served after Expiration), CLEC shall have ten (10) calendar days to provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
- 21.3.4 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-21STATE shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-21STATE's obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration without AT&T-21STATE's consent, AT&T-21STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE's then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website.
- 21.3.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 21.3.4 above, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides "Notice of Termination" as provided for in Section 21.3.
- 21.3.6 AT&T-21STATE may reject a request under Section 252 for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.

#### 21.4.1 Intentionally Left Blank

21.4.1 Intentionally Left Blank

21.4.2 Intentionally Left Blank

- 4.7. For the AT&T and Choice One Communications, Inc. Agreement for the state of Ohio the Parties agree to replace Sections XXI.1 through XXI.3 of the General Terms and Conditions and for the AT&T and US XChange of Illinois, L.L.C. d/b/a EarthLink Business I for the state of Illinois and the AT&T and US XChange of Indiana, L.L.C. d/b/a EarthLink Business for the state of Indiana Agreements the Parties agree to replace Sections XXI.1 through XXI.4 of the General Terms and Conditions with the following:



- XXI.1 Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until May 13, 2001 (the “Initial Term”).
- XXI.1.1 Notwithstanding anything to the contrary in this Section XXI.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing April 16, 2007 until April 16, 2010 (the “Extended Expiration Date”).
- XXI.2 Termination for Nonperformance or Breach:**
- XXI.2.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.
- XXI.2.2 If, at any time during the term of this Agreement, AT&T-21STATE is unable to contact CLEC pursuant to the Notices provision hereof or any other contact information provided by CLEC under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T-21STATE may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to CLEC pursuant to the Notices Section hereof.
- XXI.3 Termination of Agreement after initial term expiration:**
- XXI.3.1 Where CLEC has no End Users or is no longer purchasing any services under this Agreement, CLEC may terminate the Agreement by providing “Notice of Termination” to AT&T-21STATE at any time after the initial term of this Agreement. After termination the Parties’ liability for termination of this Agreement shall be limited to obligations under the Survival Section of this General Terms and Conditions.
- XXI.3.2 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and either Party seeks to terminate this Agreement, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users are transitioned to a new LEC prior to the expiration or termination date of this Agreement.
- XXI.3.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves “Notice of Expiration” or Notice of Termination (if served after Expiration), CLEC shall have ten (10) calendar days to provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC’s Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
- XXI.3.4 If the Parties are in “Active Negotiations” (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-21STATE shall continue to

offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-21STATE's obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration without AT&T-21STATE's consent, AT&T-21STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-21STATE's then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website.

XXI.3.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section XXI.3.4 above, the Agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides "Notice of Termination" as provided for in Section XXI.3.

XXI.3.6 AT&T-21STATE may reject a request under Section 252 for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.

## 5. Customer Information Services (CIS)

5.1. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit C; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit D, to the Agreement.

6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
7. 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 (including all incorporated or accompanying Appendices, Addenda, and Exhibits to 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 Amendment.
8. 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.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
11. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
12. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval

by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: 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 91<sup>st</sup> day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

**Exhibit A**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Business Telecom, LLC d/b/a EarthLink Business	Interconnection	11/1/11
	DeltaCom, LLC d/b/a EarthLink Business		11/3/15
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	EarthLink Business, LLC	Interconnection	1/9/07
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA d/b/a AT&T Southeast	Business Telecom, LLC d/b/a EarthLink Business	Interconnection	12/1/11
	DeltaCom, LLC d/b/a EarthLink Business		1/22/16
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA d/b/a AT&T Southeast	EarthLink Business, LLC	Interconnection	6/12/10
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Business Telecom, LLC d/b/a EarthLink Business	Interconnection	11/21/11
	DeltaCom, LLC d/b/a EarthLink Business		1/13/16
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	EarthLink Business, LLC	Interconnection	3/21/15
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY and AT&T Southeast	Business Telecom, LLC d/b/a EarthLink Business IV	Interconnection	10/20/11
	DeltaCom, LLC d/b/a EarthLink Business III		1/19/16

	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY and AT&T Southeast	EarthLink Business, LLC	Interconnection	1/11/07
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Business Telecom, LLC d/b/a EarthLink Business III DeltaCom, LLC d/b/a EarthLink Business IV	Interconnection	1/26/12 12/15/15
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	EarthLink Business, LLC	Interconnection	3/16/07
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Business Telecom, LLC d/b/a EarthLink Business III DeltaCom, LLC d/b/a EarthLink Business	Interconnection	1/11/12 12/3/15
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	EarthLink Business, LLC	Interconnection	2/14/07
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	1/20/12 1/12/16
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	EarthLink Business, LLC	Interconnection	3/8/07
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Business Telecom, LLC d/b/a EarthLink Business DeltaCom, LLC d/b/a EarthLink Business	Interconnection	10/26/12 11/4/15

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	EarthLink Business, LLC	Interconnection	4/2/07
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Business Telecom, LLC d/b/a EarthLink Business III DeltaCom, LLC d/b/a EarthLink Business	Interconnection	11/7/11 1/16/16
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	EarthLink Business, LLC	Interconnection	2/26/07
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS d/b/a AT&T Wholesale	EarthLink Business, LLC	Interconnection	8/9/00
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS d/b/a AT&T Wholesale	US XChange of Illinois, L.L.C. d/b/a EarthLink Business	Interconnection	11/5/97
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	EarthLink Business, LLC	Interconnection	7/6/00
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	US XChange of Indiana, L.L.C. d/b/a EarthLink Business	Interconnection	4/25/01
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	EarthLink Business, LLC	Interconnection	10/6/00
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	US XChange of Michigan, L.L.C. d/b/a EarthLink Business	Interconnection	4/26/11
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	EarthLink Business, LLC	Interconnection	5/29/00

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
The Ohio Bell Telephone Company d/b/a AT&T OHIO	EarthLink Business, LLC	Interconnection	5/3/01
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Choice One Communications of Ohio Inc. d/b/a EarthLink Business	Interconnection	6/28/00
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	EarthLink Business, LLC	Interconnection	6/8/00
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	EarthLink Business, LLC	Interconnection	4/3/06
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	EarthLink Business, LLC	Interconnection	10/26/05
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	EarthLink Business, LLC	Interconnection	10/24/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	EarthLink Business, LLC	Interconnection	1/29/07
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	EarthLink Business, LLC	Interconnection	9/27/05
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	EarthLink Business, LLC	Interconnection	5/3/00
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	US XChange of Wisconsin, L.L.C. d/b/a EarthLink Business	Interconnection	10/24/97

# AT&T TRANSIT SERVICE PROVIDER TRANSIT TRAFFIC SERVICE EXHIBIT B



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## 1.0 Introduction

1.1 This Exhibit A sets forth the rates, terms and conditions for Transit Traffic Service when AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS acts as a Transit Service Provider (“AT&T-TSP”) for CLEC. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T-TSP’s End Users. Transit Traffic Service allows CLEC to exchange CLEC originated traffic with a Third Party Terminating Carrier, to which CLEC is not directly interconnected, and it allows CLEC to receive traffic originated by a Third Party Originating Carrier. AT&T-TSP offers Transit Traffic Services to interconnected CLECs or to interconnected Out of Exchange Local Exchange Carriers.

## 2.0 Definitions

The following definitions are only for the purpose of Transit Traffic Service as set forth in this Exhibit A. If a definition herein conflicts with any definition in the General Terms and Conditions of the Agreement or any other attachment or appendix of the Agreement, then the definition herein governs for the sole purpose of this Exhibit A. To the extent that defined terms in the Agreement are used in this Exhibit A, but for which no definition appears herein, then the definition in the Agreement controls.

2.1 “AT&T Transit Service Provider” or “AT&T-TSP” means as applicable, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS as those entities provide Transit Traffic Services to CLEC and Third Parties.

2.2 “Local” means physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or “General”) Exchange Tariff on file with the applicable state Commission or regulatory agency; or physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

2.3 “Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).

2.4 “Third Party Originating Carrier” means a Telecommunications Carrier that originates Transit Traffic that transits AT&T-TSP’s network and is delivered to CLEC.

2.5 “Third Party Terminating Carrier” means a Telecommunications Carrier to which traffic is terminated when CLEC originates traffic that is sent through AT&T-TSP’s network using AT&T-TSP’s Transit Traffic Service.

2.6 “Transit Traffic” means traffic originating on CLEC’s network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier’s network or traffic from a Third Party Originating Carrier’s network and delivered to CLEC. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-TSP is not considered Transit Traffic for the purposes of this Exhibit. Additionally Transit Traffic does not include traffic to/from IXCs.

2.7 “Transit Traffic MOUs” means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by AT&T-TSP.

2.8 “Transit Traffic Service” is an optional switching and intermediate transport service provided by AT&T-TSP for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC is directly interconnected with an AT&T-TSP’s Tandem.

## 3.0 Responsibilities of the Parties

3.1 AT&T-TSP will provide CLEC with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA, or outside of that LATA to the extent a LATA boundary waiver exists.

3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC’s network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T-TSP End User.

## 4.0 CLEC Originated Traffic

4.1 CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for

Transit Traffic that CLEC originates. AT&T-TSP will directly bill CLEC for CLEC-originated Transit Traffic. AT&T-TSP will not act as a billing intermediary, i.e., clearinghouse, between CLEC and Third Party Terminating Carriers, nor will AT&T-TSP pay any termination charges to the Third Party Terminating Carriers on behalf of CLEC.

- 4.2 If CLEC originates Transit Traffic destined to a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T-TSP against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-TSP for such Transit Traffic. Furthermore, If CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, and a regulatory agency or court orders AT&T-TSP to pay such Third Party Terminating Carrier for the Transit Traffic AT&T-TSP has delivered to the Third Party Terminating Carrier, then CLEC will indemnify AT&T-TSP for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that AT&T-TSP may incur to collect any of the foregoing charges, interest or costs from CLEC.
- 4.3 CLEC shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&T-TSP's network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then CLEC agrees to cooperate to investigate and take corrective action. If CLEC is sending CPN to AT&T-TSP, but AT&T-TSP is not receiving proper CPN information, then CLEC will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from CLEC, then AT&T-TSP cannot forward any CPN to the Third Party Terminating Carrier, and CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from CLEC's failure to include CPN with Transit Traffic that AT&T-TSP delivers to a Third Party Terminating Carrier on behalf of CLEC.
- 4.4 CLEC, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

## 5.0 CLEC Terminated Traffic

- 5.1 CLEC shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service for calls terminated to CLEC.
- 5.2 Where AT&T-TSP is providing Transit Traffic Service to CLEC, AT&T-TSP will pass the CPN received from the Third Party Originating Carrier to CLEC. If AT&T-TSP does not receive CPN from the Third Party Originating Carrier, then AT&T-TSP cannot forward CPN to CLEC; therefore, CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from or related to the lack of CPN in this situation. If AT&T-TSP or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC agrees to cooperate with AT&T-TSP and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or CLEC is not properly receiving the information, then CLEC will work cooperatively with AT&T-TSP and the Third Party Originating Carrier to correct the problem.
- 5.3 CLEC agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T-TSP is not obligated to pay CLEC for such Transit Traffic, and AT&T-TSP is not to be deemed or considered as the default originator of such Transit Traffic.

## 6.0 Transit Traffic Routing/Trunk Groups

- 6.1 When CLEC has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through AT&T-TSP, CLEC shall trunk to AT&T-TSP Tandems in such LATA pursuant to terms in the network interconnection/network trunking attachment or appendix to this Agreement. In the event CLEC has no switch in a LATA in which it desires to send Transit Traffic through AT&T-TSP, CLEC shall establish one or more POIs within such LATA and trunk from each POI to AT&T-TSP's Tandems in such LATA.
- 6.2 CLEC shall route Transit Traffic to the AT&T-TSP Tandem from which the Third Party Terminating Carrier switch subtends.
- 6.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem by CLEC shall be considered misrouted. Transit

Traffic routed by CLEC through AT&T-TSP's End Office shall be considered misrouted. Upon written notification from AT&T-TSP of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.

6.4 In AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS, the same facilities and trunking (ordering, provisioning, servicing, etc.) used to route Section 251(b)(5) Traffic will be used by AT&T-TSP to route Transit Traffic.

6.5 In AT&T KENTUCKY and/or AT&T NORTH CAROLINA, the same facilities and trunking (ordering, provisioning, servicing, etc.) used for transit trunk groups will be utilized for the routing of Transit Traffic.

## 7.0 Direct Trunking Requirements.

7.1 When Transit Traffic originated by CLEC requires twenty-four (24) or more trunks, upon sixty (60) days written notice from AT&T-TSP, CLEC shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier. Once a Trunk Group has been established, CLEC agrees to cease routing Transit Traffic through the AT&T-TSP Tandem to the Third Party Terminating Carrier (described above), unless AT&T-TSP and CLEC mutually agree otherwise.

## 8.0 Transit Traffic Rate Application

8.1 AT&T CALIFORNIA, AT&T INDIANA, and/or, AT&T OHIO only,

8.1.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T CALIFORNIA, AT&T INDIANA, and/or AT&T OHIO, Transit Traffic MOUs include Local and IntraLATA toll minutes of use. CLEC agrees to compensate AT&T CALIFORNIA, AT&T INDIANA and/or AT&T OHIO as a transit service provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.

8.2 AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS only

8.2.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS, Transit Traffic MOUs include Local minutes of use only. CLEC agrees to compensate AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS as a Transit Service Provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.

8.3 AT&T MISSOURI only

8.3.1 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for AT&T MISSOURI.

8.4 AT&T KENTUCKY and/or AT&T NORTH CAROLINA only

8.4.1 Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with AT&T KENTUCKY and/or AT&T NORTH CAROLINA shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.4.2 CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T KENTUCKY and/or AT&T NORTH CAROLINA as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

**ATTACHMENT 06 – OPERATOR SERVICES AND  
DIRECTORY ASSISTANCE  
(f/k/a CUSTOMER INFORMATION SERVICES)**

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## 1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

## 2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

### **3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)**

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

3.3.5 General OS/DA Trunking Requirements:



- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
  - 3.3.6.1 Operator Service Trunks:
    - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
  - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
    - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
    - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
    - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
  - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
  - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
  - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
  - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

- 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
- 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
  - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
  - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
  - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
  - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
- 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

## 4.0 LISTINGS

### 4.1 General Provisions:

- 4.1.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings, as described herein.
- 4.1.2 AT&T-21STATE will meet state requirements to make available listings through itself or a contracted vendor to provide listings for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement.

### 4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
- 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 4.2.1.2 Listing Information Confidentiality:
- 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 4.2.1.3 Unlisted/Non-Published End Users:
- 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

#### 4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

#### 4.2.3 Distribution of Directories:

4.2.3.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's subscribers.

4.2.4 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

#### 4.2.5 Use of Subscriber Listing Information:

4.2.5.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services.

4.2.5.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber

list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

- 4.2.6 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.
- 4.2.7 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.8 Breach of Contract:
- 4.2.8.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.9 General Conditions for Listings:
- 4.2.9.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
- 4.2.9.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

## **5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)**

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
- 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

## **6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES**

- 6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	AL	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	AL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	AL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Initial Load, per listing					0.04		listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Update, per listing				0.04			listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Monthly Recurring Fee				150.00			
6	AL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	AL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Recording of DA Custom Branded Announcement					3,000.00	3,000.00	
6	AL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,700.00	per Switch per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Recording of Custom Branded OA Announcement					7,000.00	7,000.00	
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00	per shelf/NAV per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
TRANSIT	AL	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$ 0.65	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per OCN, per switch
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	AR	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				NA	\$ 0.0585	NA	per listing
6	AR	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				\$ 0.0585	NA	NA	per listing
6	AR	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Non-Pub				\$ 2.10	NA	NA	per listing
6	AR	DIRECTORY LISTING PRODUCT	Emergency Message Service					NA	NA	
6	AR	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	AR	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	AR	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	per completed automated call
6	AR	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.030	NA	NA	per work second
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state per OCN
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.50%	NA	NA	
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.50%	NA	NA	

PRICING SHEETS  
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Rate, per call				\$ 0.40			call
6	CA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				\$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				\$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call				\$ 0.65			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Rate per call				\$ 0.15			call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Call Completion LATA Wide - Per MOU				\$ 0.00436			MOU
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding and Reference/Rate Look Up, per OS/DA Call				\$ 0.03			OS/DA call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding and Reference/Rate Look Up, per OS/DA Call				\$ 0.03			OS/DA call
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	OCN
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				\$ 0.15			call
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing - Call Completion LATA Wide - Per MOU				\$ 0.00436			MOU
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types, per work second				\$ 0.03			work second
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types - Call Completion LATA Wide - Per MOU				\$ 0.00436			MOU
6	CA	DIRECTORY ASSISTANCE SERVICES	Trunk Installation per trunk	OPS++	TPP6X		NA	\$ 500.00	\$ 184.00	trunk
6	CA	DIRECTORY ASSISTANCE SERVICES	Trunk Installation per trunk	OPS++	TPP9X		NA	\$ 500.00	\$ 184.00	trunk
6	CA	DIRECTORY ASSISTANCE SERVICES	DAL					NA	NA	



PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	FL	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	FL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	FL	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			call attempt
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	FL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	FL	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Recording of DA Custom Branded Announcement					3,000.00	3,000.00	
6	FL	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Recording of Custom Branded OA Announcement					7,000.00	7,000.00	
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00	per shelf/NAV per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
TRANSIT	FL	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	GA	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	GA	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	GA	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance, (NDA), Charge Per Call, where available				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, (RDA), Charge Per Call, where available				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	Business Category Search, (BCS), Charge Per Call, where available				0.31			call
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state OCN						1,500.00	per state per OCN
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	GA	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	GA	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
TRANSIT	GA	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$0.40	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$0.15	NA		per call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$0.03	NA		per OS/DA call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	\$800.00	NA	
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$5,000.00		per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA		\$1,500.00	per OCN
6	IL	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$0.15	NA		per call
6	IL	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$0.03	NA		per work second
6	IL	DIRECTORY ASSISTANCE SERVICES	DA Listing - per listing for initial load				NA	\$0.04	NA	per listing
6	IL	DIRECTORY ASSISTANCE SERVICES	DA Listing - per listing for subsequent updates				\$0.06		NA	per listing
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Directory Assistance				21.46%	NA		discount
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Operator Assistance Services				21.46%	NA		discount
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale National Directory Assistance (NDA), per call				\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Reverse Directory Assistance (RDA), per call				\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Business Category Search (BCS) / where applicable, per call				\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Directory Assistance Call Completion (DACC), per call				\$0.15	NA		per call
6	IL	BRANDING - DIRECTORY ASSISTANCE	Resale Directory Assistance Branding - Other - Initial/Subsequent Load, per switch, per OCN				NA	\$1,800.00		per switch, per OCN
6	IL	BRANDING - DIRECTORY ASSISTANCE	Resale Directory Assistance Brand and Reference/Rate Look Up, per call				\$0.03	NA		per OS/DA call
6	IL	DIRECTORY ASSISTANCE CUSTOMER BRANDING ANNOUNCEMENT	Resale Directory Assistance Rate Reference - Initial Load, per state, per OCN				NA	\$5,000.00		per OCN
6	IL	DIRECTORY ASSISTANCE CUSTOMER BRANDING ANNOUNCEMENT	Resale Directory Assistance Rate Reference - Subsequent Load, per state, per OCN				NA		\$1,500.00	per OCN
6	IL	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
6	IL	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing
TRANSIT	IL	TRANSIT TRAFFIC SERVICE	Tandem Switching	OHU	USG23		\$0.004836	NA	NA	per minute of use
TRANSIT	IL	TRANSIT TRAFFIC SERVICE	Tandem Termination	OHU	USG20		\$0.000189	NA	NA	per minute of use
TRANSIT	IL	TRANSIT TRAFFIC SERVICE	Tandem Facility - per mile	OHU	USG21		\$0.000009	NA	NA	per minute of use

PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Brand and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA	NA	per OS/DA call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding per Trunk Group				NA	\$800.00		
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per state, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	IN	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	
6	IN	DA LISTINGS	- per listing for initial load				NA	\$ 0.040	NA	per listing
6	IN	DA LISTINGS	- per listing for subsequent updates				\$ 0.060		NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	Ancillary Message Billing Compensation (Per Message)				\$0.03			

PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)		ZZUO5		\$ 0.65	NA	NA	
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) - Credit		ZZUO6		\$ 0.65	NA	NA	
6	KS	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS)		ZZUOB		\$ 0.65	NA	NA	
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA)		ZZUO8		\$ 0.65	NA	NA	
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) - Credit		ZZUO9		\$ 0.65	NA	NA	
6	KS	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	KS	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	KS	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	KS	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		\$ 0.030	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	KS	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				\$ 0.0585	NA	NA	per listing
6	KS	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				\$ 0.0585	NA	NA	per listing
6	KS	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service				\$ 2.60	NA	NA	per listing
6	KS	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	Per completed automated call
6	KS	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.03	NA	NA	per work second
6	KS	OPERATOR SERVICES - BRANDING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	KS	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		\$ 0.030	NA	NA	per call
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN

PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	KY	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	KY	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	KY	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	KY	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance, (NDA), Charge Per Call, where available				0.31			call
6	KY	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, (RDA), Charge Per Call, where available				0.31			call
6	KY	DIRECTORY ASSISTANCE SERVICES	Business Category Search, (BCS), Charge Per Call, where available				0.31			call
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	KY	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	KY	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	KY	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	LA	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	LA	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	LA	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	LA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance, (NDA), Charge Per Call, where available				0.31			call
6	LA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, (RDA), Charge Per Call, where available				0.31			call
6	LA	DIRECTORY ASSISTANCE SERVICES	Business Category Search, (BCS), Charge Per Call, where available				0.31			call
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	LA	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	LA	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
TRANSIT	LA	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

PRICING SHEETS  
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) where applicable, per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Directory Assistance Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Directory Assistance branding and Reference/Rate Look Up, per call	XPU	OPEN		\$ 0.03		NA	per OS/DA call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding, per trunk group					\$800.00	\$800.00	
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN					\$ 5,000.00		per state, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN					NA	\$ 1,500.00	per state, per OCN
6	MI	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	MI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	MI	DIRECTORY ASSISTANCE SERVICES	- per listing for initial load					\$ 0.040	NA	per listing
6	MI	DIRECTORY ASSISTANCE SERVICES	- per listing for subsequent updates				\$ 0.060	NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing
TRANSIT	MI	TRANSIT TRAFFIC SERVICE	Tandem Switching	OHU	USG23		\$0.004985	NA	NA	per minute of use
TRANSIT	MI	TRANSIT TRAFFIC SERVICE	Tandem Termination	OHU	USG20		\$0.000156	NA	NA	per minute of use
TRANSIT	MI	TRANSIT TRAFFIC SERVICE	Tandem Facility - per mile	OHU	USG21		\$0.000036	NA	NA	per mile, per minute of use



PRICING SHEETS  
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call		ZZUO5		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call		ZZUOB		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call		ZZUO8		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	MO	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				\$0.0585	NA	NA	per listing
6	MO	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				\$0.0585	NA	NA	per listing
6	MO	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service				\$2.10	NA	NA	per listing
6	MO	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	MO	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	Per state, per OCN
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	Per state, per OCN

PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	MS	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	MS	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	MS	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	MS	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	MS	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	MS	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
TRANSIT	MS	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	NC	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	NC	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	NC	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	NC	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	NC	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	NC	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	NV	DIRECTORY ASSISTANCE	Directory Assistance, per call				\$0.40	NA		call
6	NV	DIRECTORY ASSISTANCE	National Directory Assistance (NDA), per call				\$0.65	NA		call
6	NV	DIRECTORY ASSISTANCE	Reverse Directory Assistance (RDA), per call				\$0.65	NA		call
6	NV	DIRECTORY ASSISTANCE	Business Category Search (BCS), per call				\$0.65	NA		call
6	NV	DIRECTORY ASSISTANCE	Express Call Completion / Directory Assistance Call Completion, per call				0.15	NA		call
6	NV	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listing Services - per listing for Initial load					\$ 0.086615		per listing
6	NV	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listing Services - per listing for subsequent updates				\$ 0.086615	NA		per listing
6	NV	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listing Services - Lata-Wide Call Completion - Rate per MOU for each completed ECCS call				\$ 0.0120	NA		MOU
6	NV	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	switch, per OCN
6	NV	BRANDING - DIRECTORY ASSISTANCE	Brand and Reference/Rate Look Up, per DA call				\$0.03	NA		per call
6	NV	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		state, per OCN
6	NV	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00		state, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	switch, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Brand and Reference/Rate Look Up, per OS/DA call				\$0.03	NA		per call
6	NV	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		state, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00		state, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				0.15	NA		call
6	NV	OPERATOR CALL PROCESSING	Operator Assisted Call processing - All Types, per work second				\$0.03	NA		work second
TRANSIT	NV	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use	L1T++			\$0.008980	NA	NA	per minute of use

PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$ 1,800.00		Per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN				NA	NA	\$ 1,500.00	per state, per OCN
6	OH	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR CALL PROCESSING	Operator Assisted Call Processing - All Types, per work second	XPU	OPEN		\$ 0.03	NA		per work second
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - per listing for initial load				NA	\$ 0.040		per listing
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - per listing for subsequent updates				\$ 0.060			per listing
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding, per trunk group					\$800.00		

PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call		ZZUO5		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call		ZZUO8		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Based Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Initial Load, per listing				\$0.0585	NA	NA	per listing
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Update, per listing				\$0.0585	NA	NA	per listing
6	OK	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Non-Pub							
6	OK	DIRECTORY LISTING PRODUCT	Emergency Message Service				\$2.10	NA	NA	per listing
6	OK	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	OK	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	OK	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	completed automated call
6	OK	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.030	NA	NA	per call
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Based Rate Reference - Initial Load, per state per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN

PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	SC	DIRECTORY DELIVERY	Each subscriber will receive one (1) copy per primary End User listing of AT&T White Pages directory in the same manner and at the same time that they are delivered to AT&T's subscribers during the annual delivery of newly published directories.							primary End User listing
6	SC	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	SC	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	SC	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	SC	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Recording of DA Custom Branded Announcement					3,000.00	3,000.00	
6	SC	BRANDING - DIRECTORY ASSISTANCE	Wholesale CLEC - Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,700.00	per Switch per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Recording of Custom Branded OA Announcement					7,000.00	7,000.00	
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00	per shelf/NAV per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
TRANSIT	SC	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU

PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT] (USOC=CBADA)	AMT	SOMAN			13.32	1.40	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement (USOC=CBADA)	AMT	SOMAN			20.35	10.54	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT]	AMT	CBADA			7.03	7.03	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Facility Based CLEC - Loading of Custom Branded Announcement per Switch per OCN (USOC=CBADC)	AMT	SOMAN			20.35	10.54	per Switch per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			call
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt				0.10			Call Attempt
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement [DISCONNECT] (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Recording of Custom Branded OA Announcement [DISCONNECT]	AMT	CBAOS			7.03	7.03	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per state per OCN	AMT	CBAOL			500.00	500.00	per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Facility based CLEC - Loading of Custom Branded OA Announcement per state per OCN (USOC=CBAOL)	AMT	SOMAN			19.99	19.99	per state per OCN
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	TN	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
TRANSIT	TN	TRANSIT TRAFFIC SERVICE	Local Intermediary Charge, composite, per MOU				\$0.0030			MOU



PRICING SHEETS  
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				\$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				\$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Non-Pub Emergency Service				\$2.10	NA	NA	
6	TX	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / if applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC)	XPU	OPEN		\$ 0.15	NA	NA	
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load per switch per OCN					\$ 1,800.00		
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding Per call	XPU	OPEN		\$ 0.03			per call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	\$ 800.00	NA	
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per switch, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00		per switch, per OCN
6	WI	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	WI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	WI	OPERATOR CALL PROCESSING	Branding-Other-Initial/Subsequent Load per call	XPU	OPEN		\$ 0.03			
6	WI	OPERATOR CALL PROCESSING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group					\$ 800.00		
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load					\$ 5,000.00		
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load					\$ 1,500.00		
6	WI	DIRECTORY ASSISTANCE SERVICES	DA Listings - per listing for initial load					\$ 0.040	NA	per listing
6	WI	DIRECTORY ASSISTANCE SERVICES	DA Listings - per listing for subsequent updates				\$ 0.060		NA	per listing
TRANSIT	WI	TRANSIT TRAFFIC SERVICE	Tandem Switching	OHU	USG23		\$0.004406	NA	NA	per minute of use
TRANSIT	WI	TRANSIT TRAFFIC SERVICE	Tandem Termination	OHU	USG20		\$0.000070	NA	NA	per minute of use
TRANSIT	WI	TRANSIT TRAFFIC SERVICE	Tandem Facility - per mile	OHU	USG21		\$0.000061	NA	NA	per mile, per minute of use

# AT&T Wholesale Amendment

**AMENDMENT**

**BETWEEN**

**THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

**AND**

**CHOICE ONE COMMUNICATIONS OF OHIO INC. D/B/A EARTHLINK  
BUSINESS**



Signature: eSigned - John T. Ambrosi

Signature: eSigned - William Bockelman

Name: eSigned - John T. Ambrosi  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: Director, Access Regulatory Management  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 23 Feb 2017

Date: 23 Feb 2017

Choice One Communications of Ohio Inc. d/b/a  
EarthLink Business

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

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
CHOICE ONE COMMUNICATIONS OF OHIO INC. D/B/A EARTHLINK BUSINESS  
AND  
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between The Ohio Bell Telephone Company d/b/a AT&T OHIO ("AT&T OHIO") and Choice One Communications of Ohio Inc. d/b/a EarthLink Business ("CLEC"). AT&T OHIO and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T OHIO and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), and as subsequently amended (the "Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to modify existing procedures for Percent Local Usage Factors between the Parties; and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **PERCENT LOCAL USAGE FACTORS**
  - 2.1. Each Party will provide to the other, an annual report with Percent Local Usage (PLU) calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
  - 2.2. PLU factors will be calculated during the 2nd quarter of the current year based on the amount of actual volume delivered during the 1st quarter of the same year.
  - 2.3. The frequency of PLU updates is hereby adjusted from quarterly to annually.
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. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
6. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date"). For Ohio: 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 91<sup>st</sup> day after filing ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date"). For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date").