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

This Agreement, which shall become effective as of the _____ day of _____, 2001, is entered into by and between ICG Telecom Group, Inc., a Colorado corporation, having an office at 161 Inverness Dr., Englewood, CO 80112 ("CLEC") and Indiana Bell Telephone Company d/b/a Ameritech Indiana, an Indiana corporation with offices at 240 N. Meridian St., Indianapolis, IN 46204 ("SBC-AMERITECH" or "Ameritech" herein) through its authorized agent SBC Telecommunications, Inc.

RECITALS

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

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

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

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

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

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.0 Definition and Construction.

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

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

1.3 Interpretation.

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

(f) Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

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

1.5 Regional Matters.

(a) CLEC has a regional administrative structure in which its central region ("Region") comprises the states of Illinois, Ohio, Indiana, Michigan and Wisconsin. Ameritech Indiana conducts business operations in Indiana, and Ameritech Indiana and certain of its Affiliates are Incumbent Local Exchange Carriers in Indiana, Illinois, Ohio, Michigan, and Wisconsin, respectively. Ameritech Indiana and CLEC currently perform, or cause their Affiliates to perform, administrative and specialized business operations on a centralized basis in the Region.

(b) The Parties shall cooperate in the administration and performance of this Agreement and any other agreements between the Parties and their Affiliates approved under Section 252 of the Act relating to the Parties' provision of Telecommunications Services in the Region (the "**Regional Interconnection Agreements**") so that the following are accomplished:

(1) Whenever this Agreement requires a procedure for deployment of the relevant facilities, services and functions, the Parties shall, to the maximum extent practicable in light of local state differences, use a single Joint Operational Team (as hereinafter defined) to develop operational plans which will satisfy the requirements of all Regional Interconnection Agreements. Except as necessary to accommodate individual state differences or requirements, meetings of the Joint Operational Team shall be held in Chicago, Illinois; and

(2) The Parties agree that they will use their best efforts to maintain single points of contact and operational interfaces for all Regional Interconnection Agreements.

ARTICLE II GENERAL SERVICE RELATED PROVISIONS

2.0 General Service Related Provisions.

2.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Articles III and IV for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide CLEC access to SBC-AMERITECH's unbundled Network Elements pursuant to Article IX, shall be established on or before the corresponding "**Interconnection Activation Date**" shown for each LATA and Wire Center in the trunking plans attached to the Notices of Interconnection and agreed to by the Parties. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in Article III Section 3.10.4. Trunking plans exchanged by the Parties may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs and Wire Centers.

2.2 Bona Fide Request. Any request by CLEC for certain services, including features, capabilities, functionality, Network Elements on an unbundled basis or Combinations that are not otherwise provided by the terms of this Agreement or by order or rule of the Commission at the time of such request shall be made pursuant to the Bona Fide Request process set forth on Schedule 2.2.

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

Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, SBC-AMERITECH Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, (collectively, a "Referenced Instrument"), it will, unless otherwise specified in this Agreement, be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect as of the effective date of this Agreement, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such Referenced Instrument at such time. If either Party makes material changes to the Referenced Instrument after the effective date of this Agreement, those changes shall not apply to the relationship between the Parties unless mutually agreed. If a dispute about interpretation arises, the parties shall submit the matter for resolution pursuant to Section 28.3 of this Agreement.

2.4 Use of Services. Subject to the requirements of this Agreement, the Act, the Commission and the FCC, CLEC may, subject to the payment to SBC-AMERITECH of all

applicable charges, add to, delete from or change a purchased Resale Service or Network Element in the provision of service to its Customer.

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

4.0 Transmission and Routing of Telephone Exchange Service.

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

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

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

4.3.1 Each Party shall provision and maintain their own one (1)-way trunks to deliver calls originating on their own network and routed to the other Party’s network. CLEC will be financially responsible for providing the facilities to the SBC-AMERITECH Tandems that are required to deliver traffic originating on CLEC’s network to SBC-AMERITECH, and shall also pay Ameritech to transport that traffic to the appropriate Ameritech end office. SBC-AMERITECH will be financially responsible for providing the facilities to CLEC Switch Centers that are required to deliver traffic originating on SBC-AMERITECH’s network to CLEC.

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

4.3.3 Notwithstanding anything to the contrary contained in this Article IV, if the traffic volumes between any SBC-AMERITECH End Office and CLEC Switch Center at any time exceeds the CCS busy hour equivalent of one (1) DS1, the Parties shall, within sixty (60) days after such occurrence, 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. These direct trunk groups will be provisioned over two interconnected facilities. CLEC will be responsible for the facility from CLEC’s Switch Center to the SBC-AMERITECH Tandem Switch Center, and SBC-AMERITECH will be responsible for the facility from the SBC-AMERITECH Tandem Switch Center to the applicable End Office.

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

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

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

4.3.7 Each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks for use in a pre-existing Interconnection arrangement, subject to **Section 19.12** of this Agreement.

4.3.8 SBC-AMERITECH deploys in its network Tandems that switch local only traffic, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition SBC-AMERITECH deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.

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

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

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

4.3.10.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process, the intervals used for the provisioning process will be the same as those used for SBC-AMERITECH's Switched Access service.

4.3.11 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request ("ASR"). CLEC will have

administrative control for the purpose of issuing ASR's on two-way trunk groups. In SBC-AMERITECH where one-way trunks are used (as discussed in Section 4.3.1), SBC-AMERITECH will issue ASRs for trunk groups for traffic that originates in SBC-AMERITECH and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.

4.3.12 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request ("TGSR") to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions ("ATIS") organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR.

4.3.13 In a blocking final situation, a TGSR will be issued by either Party when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR. The Party issuing the ASR will note "Service Affecting" on the ASR.

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

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

4.3.14.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

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

4.3.14.4 If SBC-AMERITECH does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, SBC-AMERITECH will contact CLEC to schedule a joint

planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational and after appropriate escalation under Section 28.3.2, SBC-AMERITECH will issue an ASR to resize the Interconnection trunks and facilities.

4.3.15 Projects require the coordination and execution of multiple orders or related activities between and among SBC-AMERITECH and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements. Orders that comprise a Project, i.e., one DS-3 or greater, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

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

4.3.17 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least five (5) business days to be utilized for engineering purposes, although with less statistical confidence.

4.3.18 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover ("NDM") or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

4.3.19 While the Parties agree that it is the responsibility of CLEC to negotiate direct interconnection arrangements with each third party carrier (ILECs or other CLECs) with which it is exchanging substantial transit traffic, SBC-AMERITECH acknowledges that such arrangements may not currently be in place, and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the date on which CLEC has entered into an arrangement with third-party carrier to exchange transit traffic to CLEC, Ameritech will provide CLEC with transit service. If transit traffic volumes exchanged by CLEC and a third-party carrier (in each case, in the aggregate) at any time exceed the CCS busy hour equivalent of one (1) DS-1 (500 CCS) CLEC will, within thirty (30) days, request to enter into agreements with third-party carriers to connect directly.

4.4 Signaling.

4.4.1 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, SBC-AMERITECH will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

4.4.2 Signaling Interconnection may be used for signaling between CLEC switches, between CLEC switches and SBC-AMERITECH switches, and between CLEC switches and those third party networks with which SBC-AMERITECH's SS7 network is interconnected. SBC-AMERITECH's Common Channel Signaling Access Service ("CCSAS") allows interconnected carriers to exchange signaling information over a communications path that is separate from the message path. The transport portion of CCSAS commonly referred to as a signaling link, is provided via dedicated 56 kbps or higher out of band signaling connections between CLEC Signaling Point of Interconnection ("SPOI") at the STP and SBC-AMERITECH's Signaling Transfer Point ("STP"). The network termination point where the connection takes place is called the STP port termination.

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

4.4.4 If CCS/CCIS is unavailable, Multi-Frequency ("MF") wink start signaling shall be used by the Parties. Each Party will outpulse the full ten-digit telephone

number of the called party to the other Party with appropriate call set-up and Automatic Number Identification (“**ANI**”) where available. Each Party shall charge the other Party equal and reciprocal rates for CCS/CCIS or MF signaling at the rates set forth in the **Pricing Schedule**.

4.4.5 Each Party is responsible for requesting Interconnection to the other Party’s CCS/CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party’s signaling network. The Parties shall establish Interconnection at the STP. Implementation of new interconnection arrangements (as opposed to augmentation of existing arrangements) will include testing. Testing of SS7 interconnection shall include completion of all tests described in CCS/CCIS Network Interconnection Testing documents defined by the Internetwork Interoperability Test Plan (“**IITP**”).

4.4.6 When the Parties establish new links subject to the terms and conditions of this Section 4.4, each Party shall provide its own STP port termination(s), each Party is responsible for all facility maintenance and provisioning on its side of the SPOI, and each Party shall charge the other Party for the signaling links as follows:

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

4.4.6.2 Where the SPOI for the signaling link facilities is located at the SBC-AMERITECH Wire Center where the signaling link facilities terminate and CLEC has furnished the interconnection facility, SBC-AMERITECH will pay a monthly charge equal to one half of CLEC provided facility charge according to SBC-AMERITECH’s unbundled rate element for the facility used.

4.4.6.3 Where the SPOI for the signaling link facilities is located at the CLEC Switch Center where the signaling link facilities terminate and SBC-AMERITECH has furnished the interconnection facility. CLEC will pay a monthly charge equal to one half of the SBC-AMERITECH provided facility charge according to SBC-AMERITECH’s unbundled rate element for the facility used.

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

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

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

4.4.9 CLEC's process for billing Signaling, Port and Message Usage is outlined below. For CCS/CCIS network usage dedicated to network Interconnection, CLEC will apply its tariffed monthly recurring and non-recurring rates for Ports and Links used by SBC-AMERITECH as well as a per message CCS/CCIS call set-up charge. CLEC will bill SBC-AMERITECH a per-signaling message charge applied to each inbound call attempt. (See example below). This usage bill will be based on Initial Address Messages ("IAM"). Transaction Capabilities Application Part ("TCAP") messages are not part of CLEC's current service offering. If, in the future, CLEC requires TCAP messages to be exchanged, the Parties will negotiate appropriate rates.

Example:

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

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

4.6 Trunk Design Blocking Criteria. Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season, busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

4.7 Measurement and Billing.

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

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

4.7.3 Where SS7 connections exist, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (“**MOU**”) of calls exchanged with CPN information, based upon a percentage of local usage (“**PLU**”) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be reevaluated every three (3) months. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

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

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

4.8 Reciprocal Compensation.

4.8.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by SBC-AMERITECH or CLEC which a Telephone Exchange Service Customer originates on SBC-AMERITECH’s or CLEC’s network for termination on the other Party’s network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate provided in the Pricing Schedule. Such traffic shall be recorded and transmitted to CLEC in accordance with Article XXVII (Billing) of this Agreement. Both Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the "ISP Compensation Remand Order"). As of the date of the Parties' execution of this Agreement and the Effective Date of this Agreement, the ISP Compensation Remand Order is effective. By executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, the Parties do not waive any of their rights, and expressly reserve all of their rights, under the ISP

Compensation Remand Order, as the same may be modified pursuant to any appeal or review thereof. The parties further agree that SBC-AMERITECH and CLEC have certain rights under the ISP Compensation Remand Order, including but not limited to the right (notwithstanding that the effective date of the ISP Compensation Remand Order precedes the Effective Date of this Agreement) to negotiate an appropriate amendment to this Agreement pursuant to the Change in Law provisions thereof consistent with the terms of the ISP Compensation Remand Order, subject to the reservation of both parties' rights in the event the ISP Compensation Remand Order is reversed or modified on appeal; provided, however, that said appropriate amendment to this Agreement, and any new rates therein, shall be effective on the date on which the party invoking said Change in Law provisions invokes those provisions.

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

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

4.8.4 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.

4.8.5 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (“AMA”) recordings made within each Party’s network. These recordings are the basis for each Party to generate bills to the other Party. The total conversation seconds over each individual Local Interconnection Trunk Group, measured in accordance with Section 4.7.4, will be totaled for the entire monthly bill and then rounded to the next whole minute.

4.8.6 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a report showing the PLU described in Section 4.7.3.

ARTICLE VI
FRAUD CONTROL, NETWORK SECURITY AND LAW ENFORCEMENT

6.0 Fraud Control, Network Security and Law Enforcement.

6.1 Protection of Service and Property.

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

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

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

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

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

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

6.1.7 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as SBC-AMERITECH provides to itself.

6.1.8 Limiting the keys used in SBC-AMERITECH's keying systems for cages which contain or house CLEC equipment or equipment enclosures to SBC-AMERITECH's employees or required safety personnel (in compliance with governing building or fire codes) for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. SBC-AMERITECH will change locks at CLEC's request. The expense will be borne by SBC-AMERITECH where a security breach is known or suspected and the breach is caused by SBC-AMERITECH.

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

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

6.1.11 Providing notification to designated CLEC personnel to report any actual or attempted security breach involving CLEC's equipment or equipment enclosures as soon as reasonably practicable after SBC-AMERITECH has become aware of such actual or attempted security breach.

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

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

6.2 Data and System Protection.

6.2.1 Joint Security Requirements.

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

6.2.1.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, and time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual.

Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

6.2.1.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

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

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

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

6.2.2 Additional Responsibilities of Both Parties.

6.2.2.1 Modem/DSU Maintenance And Use Policy. To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on SBC-AMERITECH's premises, such maintenance will be provided under terms agreed to by the Parties.

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

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

unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

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

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

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

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

6.2.3.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. This summary provides a convenient reference for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC-AMERITECH, respectively, as the providers of the computer, network or information in question.

6.2.3.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Article. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

6.2.4 General Policies.

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

6.2.4.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

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

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

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

6.2.5 User Identification.

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

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

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

6.2.6 User Authentication.

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

6.2.6.2 Passwords must not be stored in script files.

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

6.2.6.4 Passwords must be at least six to eight (6-8) characters in length, not blank or a repeat of the userid; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being

configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

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

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

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

6.2.7 Access and Session Control.

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

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

6.2.8 User Authorization.

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

6.2.9 Software and Data Integrity.

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

6.2.9.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

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

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

6.2.10 Monitoring and Audit.

6.2.10.1 To deter unauthorized access events, a warning or no-trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

[Note: The following italicized language is not in dispute and should appear in italics in the final version of the contract.]

"This is a (SBC-AMERITECH or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

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

6.3 Revenue Protection.

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

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

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

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

6.3.4.1 In the event of fraud associated with an CLEC End User's account, including 1+ IntraLATA toll, ported numbers and Alternatively Billed Service (ABS), the parties agree that liability should be determined based on the facts related to the incident of fraud. SBC-AMERITECH shall not be liable to CLEC for any fraud associated with CLEC's end user's account including 1+ IntraLATA toll, ported numbers and Alternatively Billed Service (ABS), unless such fraud is determined to have been committed by an employee or other person under the control of SBC-AMERITECH. Alternatively Billed Service ("ABS") is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

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

6.3.4.2.1 SBC-AMERITECH will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. SBC-AMERITECH will provide these fraud notification messages ("alerts") to CLEC within two (2) hours of the Sleuth alert being generated. Subsequent to CLEC's investigation of the Sleuth alert, CLEC's Fraud Center will notify SBC-AMERITECH of any action that needs to be taken. SBC-AMERITECH will complete such action as requested by CLEC within two (2) hours of CLEC's request.

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

6.3.4.2.3 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.

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

6.3.4.2.5 ABS-related alerts are provided to CLEC at no additional charge.

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

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

6.4 Law Enforcement Interface.

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

6.4.1.1 As used in this Article, the term ALS Type II shall mean customers connected to the CLEC network through SBC-AMERITECH-owned facilities. ALS Type II customers are located in a building which is connected to an SBC-AMERITECH- Central Office by an SBC-AMERITECH-owned cable using customer's premise equipment connected to that cable. At the SBC-AMERITECH Central Office utilizing collocation arrangements, ALS Type II customer's circuit(s) are connected to an CLEC fiber-optic facility which transports traffic to and from an CLEC Central Office.

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

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

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

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

6.4.4.1 Intercept Devices. Should either Party receive a court order authorizing surveillance on the other Party's End User, the Party in receipt shall refer such order to the Party that serves the End User. Should a court order pertain to an CLEC Local customer (trap & trace, pen register or wiretap) or an ALS Type II customer (pen register or wiretap), the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. SBC-AMERITECH shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of court orders pertaining to pen registers or wiretaps. Additionally, SBC-AMERITECH shall provision on its equipment trap & trace orders pertaining to CLEC Local customers. As specified in **Section 6.4.3**, above SBC-AMERITECH may bill the appropriate law enforcement agency for these services under its customary practices. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.4.2 Subpoenas. Should either Party receive a subpoena for subscriber information or billing records concerning the other Party's End User, it shall refer the subpoena back to the issuing authority. The referral shall indicate that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request. Should the subpoena demand AMA records (call dump) for an CLEC Local customer, the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. SBC-AMERITECH shall provide the issuing authority with the requested data. As specified in **Section 6.4.3**, above SBC-AMERITECH may bill the appropriate law enforcement agency for these services under its customary practices.

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

6.4.5 Annoyance Calls. SBC-AMERITECH agrees to work cooperatively and jointly with CLEC in investigating annoyance/harassing calls to the CLEC customer where SBC-AMERITECH's cooperation, services, unbundled network elements

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

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

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

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

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

ARTICLE IX

UNBUNDLED ACCESS – SECTION 251(c)(3)

9.0 Unbundled Access – Section 251(c)(3).

9.1 Introduction Access to Network Elements. This Article IX, Unbundled Access – Section 251(c)(3), sets forth the terms and conditions pursuant to which SBC-AMERITECH agrees to furnish CLEC with access to Network Elements on an unbundled basis (“UNEs”) and the terms to which SBC-AMERITECH agrees to provide Combinations of Network Elements (“UNE Combinations or Combinations”). CLEC 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 SBC-AMERITECH’s network.

9.1.1 SBC-AMERITECH shall provide CLEC access to SBC-AMERITECH’s Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this Article IX and the requirements of the Act. SBC-AMERITECH shall provide CLEC the Network Elements on an unbundled basis and Combinations of unbundled Network Elements, in accordance with its obligations as required by the Act, the applicable FCC rules and other Orders and applicable laws. The specific terms and conditions that apply to the unbundled Network Elements to be provided on an unbundled basis and Combinations are described below and in the Schedules attached hereto. Prices for Unbundled Network Elements and each Combination are set forth in the Pricing Schedule of this Agreement.

9.1.2 SBC-AMERITECH shall price each unbundled Network Element separately, and shall offer each unbundled Network Element individually, and in any technically feasible combination with any other Network Element, service or functionality. In no event shall SBC-AMERITECH require CLEC to purchase any unbundled Network Element in conjunction with any other service or element. Unbundled Network Elements have a variety of uses including local access, exchange access, and other services. The only restriction or other limiting conditions SBC-AMERITECH shall place on Network Elements and Combinations purchased by CLEC under the terms of this Agreement is that the Unbundled Network Elements may not be used exclusively to provide other services, such as exchange access. Notwithstanding anything to the contrary in this Article IX, SBC-AMERITECH shall not be required to provide Network Elements on an unbundled basis beyond those identified in 47 C.F.R. § 51.319 to CLEC if:

- (1) The Commission concludes that:
 - (A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to CLEC on an unbundled basis; and
 - (B) CLEC could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SBC-AMERITECH’s network; or

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

9.1.3 SBC-AMERITECH shall connect CLEC's facilities with SBC-AMERITECH's network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service consistent with the provisions of the Act and the applicable FCC rules.

9.2 Network Elements.

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

9.2.2 SBC-AMERITECH will permit CLEC to interconnect CLEC's facilities or facilities provided by CLEC or to CLEC by SBC-AMERITECH or third parties with each of SBC-AMERITECH's unbundled Network Elements or Combinations at any technically feasible point designated by CLEC. Any request by CLEC to interconnect at a point not previously established: (i) in accordance with the terms of this Agreement (e.g., other than as set forth in the descriptions of unbundled Network Elements and Combinations under the following provisions of this Article IX and Schedules 9.2.1 through 9.2.9), or (ii) under any arrangement SBC-AMERITECH may have with another Telecommunications Carrier, shall be subject to the Bona Fide Request process set forth in Article XIX (General Responsibilities of the Parties) of this Agreement.

9.2.3. At such time that CLEC provides SBC-AMERITECH with an order for particular unbundled Network Elements or Combinations, CLEC, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS-1 and DS-3 interfaces, and any other interface described in the applicable Bell Communications Research ("Bellcore") and any other industry standard technical references. Any such requested network interface shall be provided by SBC-AMERITECH, unless SBC-AMERITECH provides CLEC, within fifteen (15) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Article XIX (General Terms and Conditions) of this Agreement. Unless otherwise specified, any references to DS-1 in this Article IX shall mean, at CLEC's option, either DS-1 AMI or xDSL facility.

9.2.4 CLEC may use one or more Unbundled Network Elements or Combinations to provide to itself, its affiliates and to CLEC Customers any feature, function, capability or service option that such Network Element provided on an unbundled basis or

Combination is technically capable of providing or any feature, function, capability or service option that is described in the Telcordia and other industry standard technical references.

9.2.5 For each Network Element ordered individually, SBC-AMERITECH shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main or Intermediate Distribution Frame) and, if necessary, access to such demarcation point, which CLEC agrees is suitable. However, where SBC-AMERITECH provides a Combination of contiguous SBC-AMERITECH Network Elements to CLEC, SBC-AMERITECH will provide the existing interconnections and no demarcation shall exist between such contiguous SBC-AMERITECH Network Elements. SBC-AMERITECH will provide access to UNEs where technically feasible. Where facilities and equipment are not available, SBC-AMERITECH shall not be required to provide Network Elements on an unbundled basis. However, CLEC may request and, to the extent required by law, SBC-AMERITECH shall agree to provide UNEs, through the Bona Fide Request (“BFR”) process as set forth in Article II of this Agreement.

9.2.6 When an existing service employed by CLEC is replaced with a combination(s) of Network Elements of equivalent functionality (including a combination of Network Elements), SBC-AMERITECH will not physically disconnect or separate in any other fashion equipment and facilities employed to provide the service(s) unless requested by CLEC. Charges for such transitioning of an existing service(s) to a combination of Network Elements are priced at total element long-run incremental cost as set forth in the Pricing Schedule.

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

- 9.2.7.1 Loop;
- 9.2.7.2 Dark Fiber;
- 9.2.7.3 Network Interface Device;
- 9.2.7.4 Subloop;
- 9.2.7.5 Local Switching, including tandem switching and packet switching, as provided in Schedule 9.2.6;

- 9.2.7.6 Interoffice Transmission Facilities, including Dedicated, and Shared Transport;
- 9.2.7.7 Signaling Links and Call-Related Databases;
- 9.2.7.8 Operations Support Systems (“OSS”) (see **Article XXXIII**).
- 9.2.7.9 Operator Services, Directory Assistance and Directory Assistance Data (see **Schedule 9.2.9**).

9.3 Combination of Network Elements.

9.3.1 SBC-AMERITECH shall provide Network Elements to CLEC in a manner that shall allow CLEC to combine such Network Elements (a “Combination”) in order to provide a Telecommunications Service.

9.3.1.1 In addition to the Combinations of Network Elements furnished by SBC-AMERITECH to CLEC hereunder (Section 9.3), SBC-AMERITECH shall permit CLEC to combine any Network Element or Network Elements provided by SBC-AMERITECH with another Network Element or other Network Elements obtained from SBC-AMERITECH or combine with compatible network components provided by CLEC or provided by third parties to CLEC to provide telecommunications services to CLEC, its affiliates and to CLEC Customers. Notwithstanding the foregoing, without additional components furnished by CLEC to itself or through third parties, CLEC shall be permitted to combine Network Elements made available by SBC-AMERITECH with other contiguous SBC-AMERITECH Network Elements.

9.3.2 Except upon the request of CLEC, SBC-AMERITECH shall provide Network Elements separately from each other, and shall not separate Network Elements it normally provides in combination into separate Network Elements.

9.3.2.1 When CLEC orders Network Elements on an unbundled basis or Combinations that are currently interconnected and functional and remain interconnected to the same adjacent Network Elements, such Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality of such Network Elements. There shall be no charge for such interconnection. In addition, SBC-AMERITECH shall allow CLEC to order any Network Element or Combination that is ordinarily combined in SBC-AMERITECH’s network. Charges for the conversion of an existing service to Network Elements (including Combinations), if any, shall be as determined in Cause No. 40611-S1. Once determined, the charges shall be included by the Parties in the **Pricing Schedule**. Until the rates are set in Cause No. 40611-S1, the rates will be as proposed by SBC-AMERITECH subject to a true-up to be effective on the date of this Agreement.

9.3.2.2 Where SBC-AMERITECH retail Customers wish to switch their local service providers and keep the same type of service provided through the same equipment, this method of ordering will accomplish this with no physical changes required in the existing Network Elements. Under these circumstances, it shall not be necessary for CLEC to collocate equipment in SBC-AMERITECH Central Offices to connect the unbundled Network Element. If shared Network Elements are used, SBC-AMERITECH will be responsible for all engineering, provisioning and maintenance of these components to ensure they support the agreed upon grade of service.

9.3.2.3 For the UNE-Platform set forth in Schedule 9.3, SBC-AMERITECH shall establish an unbundled network element infrastructure to support the ordering of local service utilizing SBC-AMERITECH's, loops with NIDs, switching and shared transport. The shared transport portion of the UNE-P shall be offered pursuant to SBC-AMERITECH'S September 15, 2000 tariff filing subject to a "true-up" (effective on the date of effectiveness of this agreement) at the completion of the tariff review process.

9.3.2.4 The "customer service" UNE-P order shall request that SBC-AMERITECH provide a loop with NID, and vertical switching features for a specific CLEC local customer. The order shall include all customer specific custom calling and blocking features, along with directory listing information.

9.3.2.5 Additional details regarding the UNE-P are found in Schedule 9.3, attached hereto.

9.3.3 Upon CLEC's request, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements in any manner, even if those elements are not ordinarily combined in SBC-AMERITECH's network; provided that such combination is: (i) technically feasible, and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to Network Elements on an unbundled basis or to Interconnect with SBC-AMERITECH's network. In addition, upon a request of CLEC that is consistent with the above criteria, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements with elements possessed by CLEC in any technically feasible manner to allow CLEC to provide a Telecommunications Service.

9.3.4 A minimum set of Combinations is (described in Table 1 of this Article IX) that CLEC and SBC-AMERITECH have identified as of the Effective Date of this Agreement and that CLEC can order on a single order as described within Article XXXIII (OSS). When purchasing a Combination, CLEC will have access to all features, functions and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply.

9.3.5 SBC-AMERITECH shall make available to CLEC the following Combinations as described in the table set forth below, at permanent rates to be determined by the Commission in Cause No. 40611-S1. During the interim, before permanent rates are established, the Combinations shall be provided at prices to be determined by subtracting from the sum of the combined UNEs those UNE costs which are avoided by virtue of their purchase as a package:

TABLE 1

Selected Combinations That CLEC Shall be Capable of Ordering on a Single Local ServiceRequest Order

	Service	Combination	Service Description	Options
1	Switched Services (Using <u>SBC</u> - <u>AMERIT</u> <u>ECH</u> UNE switching)	2 wire loop & Port	VG service- POTS with xDSL option	<ul style="list-style-type: none"> • Assured LinkAbility to extract high frequency xDSL data from loop and connect to either SBC-AMERITECH or CLEC provided data transport (using SBC-Ameritech DSLAM) • Ability to extract high frequency xDSL data from loop and connect to either SBC-AMERITECH or CLEC provided data transport (using CLEC provided DSLAM)

	Service	Combination	Service Description	Options
2		2 wire loop & Port + packet transport	ISDN (BRI) - POTS with packet data extract option or ADSL with DSLAM and ATM Transport	<ul style="list-style-type: none"> Ability to connect packet transport to SBC-AMERITECH End Office for transmission of ISDN User to User packet data. This UNE-D platform order would include the DSLAM, Local Switching, and ATM transport and associated ATM Port elements.
3	Switched Services (e.g., loops to CLEC provided switching)	2 wire loop & cross connect	LOOP to COLLO equipment	<ul style="list-style-type: none"> Assured Link Digital link (ISDN/xDSL) Copper Switched Digital link Data Conditioning

	Service	Combination	Service Description	Options
4		4 wire loop & cross connect	LOOP to COLLO equipment	<ul style="list-style-type: none"> • Assured Link • Digital link (ISDN/xDSL) • Copper Switched Digital link • Data Conditioning
5	EEL [5a]	DS-1 Mux + high speed data Transport	<p>MUX (e.g., D-4) connected to high speed data transport facilities to CLEC CO</p> <p>(This is a basic hi-cap to mux at the LEC end office--- the loop facilities would be ordered on a separate combination and that combination would have a CFA to this facility)</p>	<ul style="list-style-type: none"> • The MUX channel plugins would be ordered on the loop to mux combo.
5	EEL [5b]	2/4 wire loop to existing Mux (CLEC to supply Mux CFA)	Analog loop to Mux (CLEC to provide CFA)	<ul style="list-style-type: none"> • Assured Link • Data Conditioning • Channel plugs supporting loop facilities to customer prem.

	Service	Combination	Service Description	Options
6	EEL	2/4 wire loop + Multiplexing + high speed data Transport (CLEC to supply Mux CFA)	The EEL allows CLEC to serve a customer by extending a customer's loop from the end office serving that customer to a different office.	<ul style="list-style-type: none"> • EELs may optionally be ordered in a two part arrangement. See combinations 5a and 5b.
7	Prem to Prem Service	2 wire loop + transport + 2 wire loop (transport optional)	VG service Prem to Prem	<ul style="list-style-type: none"> • Assured Link • Digital link (ISDN/xDSL) • Data Conditioning
8	Prem to Prem Service	4 wire loop + transport + 4 wire loop (transport optional)	VG service Prem to Prem	<ul style="list-style-type: none"> • Assured Link • Digital link (ISDN/xDSL) • Data Conditioning • Bridging
9	Prem to Prem Service	2 wire loop + transport + 4 wire loop (vise versa) (transport optional)	VG service Prem to Prem	<ul style="list-style-type: none"> • Assured Link • Digital link (ISDN/xDSL) • Data Conditioning

	Service	Combination	Service Description	Options
10		4 wire or fiber loop + transport + 4 wire or fiber loop (transport optional)	High speed data transport (e.g., Ocx, or DS-1/3 Service) Prem to Prem	•

9.4 Nondiscriminatory Access to and Provision of Network Elements.

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

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

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

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

9.5 Provisioning of Network Elements.

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

9.5.2 SBC-AMERITECH shall provide CLEC access to the functionalities for SBC-AMERITECH's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements and UNE Combinations that CLEC purchases in accordance with Article XXXIII (OSS). Access to such functionalities for the Operations Support Systems functions shall be as provided in Article XXXIII (OSS).

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

9.5.4 Unless the Parties negotiate another arrangement, when a SBC-AMERITECH provided tariffed or resold service is replaced by CLEC's facility based service using any SBC-AMERITECH provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by SBC-AMERITECH, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC-AMERITECH provided UNEs is converted to a different CLEC's service which also uses any SBC-AMERITECH provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-AMERITECH and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

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

9.7 Pricing of Unbundled Network Elements and Combination. SBC-AMERITECH shall charge CLEC the Commission Approved (TELRIC based) non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified in the Pricing Schedule. If the Commission has not approved a TELRIC rate for a particular Network Element to be provided on an unbundled basis or Combination of Network Elements, SBC-AMERITECH shall establish an interim rate using a methodology consistent with Section 252(d) of

the Act. Once the Commission establishes a final rate for that particular Network Element or combination of Network Elements to replace the interim rate established by SBC-AMERITECH, (or the Commission rejects the same) the Parties shall perform a “true-up”. No other rates shall apply.

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

9.9 Maintenance of Unbundled Network Elements. SBC-AMERITECH shall provide maintenance of Loops and Combinations that include Loops as set forth in Article XXXIII (OSS).

9.10 Standards of Performance. SBC-AMERITECH shall provide to CLEC access to unbundled Network Elements: (i) in accordance with Section 9.4 as determined by this Section 9.10 (including any, Combinations, service levels and intervals that may be requested by CLEC and agreed upon by the Parties pursuant to a Bona Fide Request), and (ii) as required by the Performance Standards set forth in Article XXXII (Performance Standards, Measurements and Penalties). Upon 30 days written notice, SBC-AMERITECH may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC-AMERITECH places on itself for orders from its customers.

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

9.12 Maintenance of Elements.

9.12.1 If trouble occurs with unbundled network elements provided by SBC-AMERITECH, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in SBC-AMERITECH's equipment and/or facilities, CLEC will issue a trouble report to SBC-AMERITECH.

9.12.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and SBC-AMERITECH dispatches personnel to the End User's premises or a SBC-AMERITECH Central Office and trouble was not caused by SBC-AMERITECH's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

9.12.3 CLEC shall pay Time and Material charges when SBC-AMERITECH dispatches personnel and the trouble is in equipment or communications systems provided an

entity by other than SBC-AMERITECH or in detariffed CPE provided by SBC-AMERITECH, unless covered under a separate maintenance agreement.

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

9.12.5 If CLEC issues a trouble report allowing SBC-AMERITECH access to the End User's premises and SBC-AMERITECH personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-AMERITECH personnel are dispatched. Subsequently, if SBC-AMERITECH personnel are allowed access to the premises, these charges will still apply.

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

9.12.7 If CLEC requests or approves a SBC-AMERITECH technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

9.13. RECONFIGURATION.

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

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

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

10.1 Telecommunications Services Available for Resale at Wholesale Rates.

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

- (i) Local Service - Residence, as described in the applicable tariff or catalog, as the case may be;
- (ii) Local Service - Business, as described in the applicable tariff or catalog, as the case may be;
- (iii) Message Toll Service, as described in the applicable tariff or catalog, as the case may be;
- (iv) PBX Trunk, as described in the applicable tariff or catalog, as the case may be;
- (v) ISDN Direct Service, as described in the applicable tariff or catalog, as the case may be;
- (vi) ISDN Prime Services, as described in the applicable tariff or catalog, as the case may be;
- (vii) SBC-AMERITECH Centrex Service, as described in the applicable tariff or catalog, as the case may be;
- (viii) Dedicated Communications Services, as described in the applicable tariff or catalog, as the case may be;
- (ix) Inbound Services, as described in the applicable tariff or catalog, as the case may be;
- (x) Customer Owned Pay Telephone Services, as described in the applicable tariff or catalog, as the case may be;

- (xi) Advanced Intelligent Network, as described in the applicable tariff or catalog, as the case may be;
- (xii) Promotions, as described in the applicable tariff, and or according to federal and/or state commission requirements or catalog, as the case may be;
- (xiii) Optional calling plans, as described in the applicable tariff or catalog, as the case may be, and
- (xiv) Special pricing plans, as described in the applicable tariff or catalog, as the case may be.

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

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

10.3 Limitations on Availability of Resale Services.

The following limitations shall apply to Resale Services:

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

Service, SBC-AMERITECH shall retroactively apply such wholesale rate as a credit to CLEC and will bill such service to CLEC from its retail billing systems.

10.3.2 Any Telecommunication Services which SBC-AMERITECH currently intends to discontinue offering to any retail subscriber (“**Sunsetted Services**”) may be revised or supplemented from time to time to include those additional Telecommunications Services that SBC-AMERITECH may, in its discretion and to the extent permitted by Applicable Law, classify as Sunsetted Services. SBC-AMERITECH agrees to make Sunsetted Services available to CLEC for resale to CLEC's Customers who are subscribers to the Sunsetted Service either from SBC-AMERITECH or CLEC at the time so classified (subject to the provisions of Section 10.3.1 if such Sunsetted Service was previously classified as a Grandfathered Service) until the date such service is discontinued.

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

10.5 Restrictions on Resale Services.

10.5.1 To the extent ordered by the Commission, including the Commission's July 1, 1996 order in Cause No. 39983, CLEC may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from SBC-AMERITECH.

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

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

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

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

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

10.5.6 SBC-AMERITECH may impose additional restrictions on CLEC's sale of Resale Services only as permitted by the Act, Commission and the FCC.

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

10.6.1 SBC-AMERITECH shall, via tariff filings, notify CLEC of any changes in the terms and conditions under which SBC-AMERITECH offers Resale Services, including the introduction of any new features, functions, services or promotions. If a tariff filing provides less than forty-five (45) days' notice, SBC-AMERITECH shall provide not less than forty-five (45) days' advance notice of such introduction. In addition, SBC-AMERITECH shall furnish CLEC with reasonable quantities of publicly available collateral information regarding the Resale Services.

10.7 Operations Support Systems Functions. SBC-AMERITECH shall provide CLEC nondiscriminatory access to SBC-AMERITECH's Operations Support Systems functions as provided in Article XXXIII of this Agreement, (Operational Support Systems).

10.8 Nondiscriminatory Provision of Resale Services.

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

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

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

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

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

10.10 Branding.

10.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, SBC-AMERITECH shall rebrand or unbrand such features of such offered Resale Service as requested by CLEC for CLEC's Customers, unless SBC-AMERITECH places a restriction on such rebranding or unbranding that is approved by the Commission as reasonable and nondiscriminatory, such as proving that SBC-AMERITECH lacks the capability to comply with such rebranding or unbranding request.

10.10.2 SBC-AMERITECH shall make available to CLEC, upon CLEC's request, the ability to route:

- (i) Local Directory Assistance calls dialed by CLEC's Customers directly to CLEC Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls (0+, 0-) dialed by CLEC Customers directly to the CLEC Local Operator Services platform. Such traffic shall be routed over trunk groups between SBC-AMERITECH End Offices and the CLEC 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 provided pursuant to Article XVIII of this Agreement. To the extent technically feasible, all direct routing capabilities described in this Section 10.10.2 shall permit CLEC Customers to dial the same telephone numbers for SBC-AMERITECH Directory Assistance and Local Operator Service that similarly situated SBC-AMERITECH Customers dial for reaching equivalent SBC-AMERITECH services.

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

10.10.4 In those instances where CLEC requires SBC-AMERITECH personnel to interface directly with CLEC Customers, either orally in person or by telephone,

or in writing, such personnel shall identify themselves as SBC-AMERITECH's employees representing CLEC.

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

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

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

10.11 Primary Local Exchange and Interexchange Carrier Selections.

10.11.1 The Parties shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for Customer selection of a primary local exchange carrier. SBC-AMERITECH shall not require a disconnect order from an CLEC Customer, or another LEC, in order to process an CLEC order for Resale Service for an CLEC Customer.

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

- (a) If a Customer denies authorizing a change in his or her primary local exchange carrier selection to a different LEC ("Unauthorized Switching"), SBC-AMERITECH shall switch that Customer back to CLEC in accordance with the terms of Part 22, Section 1 of the SBC-AMERITECH Catalog (the "Resale Catalog"). However, in the case of unauthorized changes of CLEC Customers to SBC-AMERITECH, SBC-AMERITECH shall also have the duties of the "Carrier" as enumerated in such Resale Tariff, but will pay the \$50 compensation, described in the Resale Tariff, to CLEC.
- (b) If SBC-AMERITECH reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other governmental entity, SBC-AMERITECH agrees to report on CLEC unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.
- (c) The Parties agree that in the event the Resale Tariff is withdrawn by SBC-AMERITECH or materially revised, they will promptly meet

and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the negotiations, the dispute resolution procedures set forth in Article XXVIII will be implemented.

10.11.3 When SBC-AMERITECH receives an order for Resale Service from CLEC for CLEC's Customer, and SBC-AMERITECH currently provides resale local exchange telecommunications services to another carrier ("Carrier of Record") for the same Customer, SBC-AMERITECH shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and CLEC to resolve any issues related to that Customer. CLEC agrees to indemnify and hold SBC-AMERITECH harmless against any and all Losses that may result from SBC-AMERITECH acting under this Section 10.11.3.

10.11.4 When notified by CLEC via the Local Service Request ("LSR") that an End User desires to change its presubscribed interexchange carrier ("PIC") selection or local service provider ("LPIC") selection from one carrier to another carrier, SBC-AMERITECH shall provision the PIC/ LPIC change. SBC-AMERITECH will modify its process to conform with industry accepted standards and the requirements of the FCC or the Commission.

10.12 Requirements for Specific Services

10.12.1 CENTREX Requirements. SBC-AMERITECH agrees that CLEC may elect to resell SBC-AMERITECH CENTREX service at any time during the term of this Agreement. The terms under which CLEC will resell CENTREX will be negotiated by the parties at the time CLEC elects to resell CENTREX. Any dispute arising from the parties' negotiation of the terms under which CLEC will resell Centrex will be resolved pursuant to Article XXVIII of this Agreement.

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

10.12.3 Customer Specific Pricing Agreements ("CSPAs"). CLEC may purchase any SBC-AMERITECH Customer-specific service offering for resale to any Customer who would have been eligible to take such offering directly from SBC-AMERITECH. Where CLEC and SBC-AMERITECH are competing at retail for the same Customer, both the retail price and the associated wholesale discount shall be calculated by SBC-AMERITECH without unreasonable delay. SBC-AMERITECH shall take all steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding CLEC's request or other competitively sensitive information.

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

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

Simple Message Desk Interface – Enhanced (“**SMDI-E**”)

Simple Message Desk Interface (“**SMDI**”)

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

Message Waiting Indicator (“**MWI**”) stutter dialtone and message waiting light feature capabilities

Call Forward on Busy (“**CF/B**”)

Call Forward Don't Answer (“**CF/DA**”)

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

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

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

10.13 Functionality Required To Support Resale Service.

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

10.13.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to CLEC's service, SBC-AMERITECH will remove any SBC-AMERITECH-assigned telephone line calling card number (including area code) ("TLN") from the Line Identification Database ("LIDB").

10.13.3 Special Needs Services

10.13.3.1 CLEC will adhere to all applicable state regulation and law in the provision of special needs service to its Resale Services customers. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion.

10.13.3.2 If an existing SBC-AMERITECH customer is certified as eligible for special needs services, the Customer Service Record information that SBC-AMERITECH provides to CLEC when CLEC acquires that customer will include an indicator which identifies the customer's eligibility for special needs services.

10.13.3.3 CLEC is responsible for determining its customers' eligibility for special needs services and for certifying and recertifying eligible customers, subject to applicable state regulation and law, including obtaining and retaining documentary evidence of eligibility.

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

10.13.4 Telephone Assistance Programs

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

10.13.4.2 If an existing SBC-AMERITECH customer is certified as eligible for Telephone Assistance Programs, for example LifeLine or Link-Up services, the Customer Service Record information that SBC-AMERITECH provides to CLEC when CLEC acquires that customer will include an indicator which identifies the customer's eligibility for a Telephone Assistance Program.

10.13.4.3 CLEC is responsible for determining its customers' eligibility for Telephone Assistance Programs, and for certifying and recertifying eligible customers, as required by applicable state regulation and law, including obtaining and retaining documentary evidence of eligibility.

10.13.5 911 Services. SBC-AMERITECH shall provide to CLEC, for CLEC Customers, 911 call routing to the appropriate PSAP. SBC-AMERITECH shall

provide CLEC Customer information to the PSAP. For purposes of this Article X, SBC-AMERITECH shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the CLEC Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 911 services. When requested by SBC-AMERITECH, CLEC shall provide SBC-AMERITECH with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by SBC-AMERITECH for purposes of E911 administration.

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

10.14 Service Functions.

10.14.1 Point of Contact for Resale Purchase Customer.

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

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

- (c) Customer Contact Employee Training. SBC-AMERITECH shall provide training for all its employees who may communicate, either by telephone or face-to-face, with CLEC Customers to assure that the requirements of this Agreement are met. Such training shall utilize training materials provided by CLEC, and shall include compliance with the branding requirements of this Agreement. Furthermore, the same quality standards that SBC-AMERITECH requires of its employees when contacting an SBC-AMERITECH Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with CLEC Customers.

10.14.2 Operations Support Systems Functions.

- (a) Electronic Interface for Pre-Ordering, Ordering, and Provisioning. SBC-AMERITECH shall provide a real time electronic interface (“**EP**”) for transferring and receiving Service Orders and Provisioning data as described in Article XXXIII of this Agreement, (Operational Support Systems).
- (b) Provisioning Support.
 - (i) After receipt and acceptance of a Service Order, SBC-AMERITECH shall provision such Service Order in accordance with the Intervals established in Article XXXII (Performance Measurements).
 - (ii) SBC-AMERITECH shall provide CLEC with service status notices (Firm Order Commitments, Order Completion Notices) within intervals established in Article XXXII (Performance Measurements).
 - (iii) SBC-AMERITECH shall provide provisioning support to CLEC for Resale Services on the same basis SBC-AMERITECH provides that provisioning support to its retail Customers. Provisioning support for Resale Services may be expanded as mutually agreed by the Parties.
 - (iv) SBC-AMERITECH shall provide CLEC with the capability to have CLEC’s Resale Customer orders input to and accepted by SBC-AMERITECH’s Service Order systems outside of normal business hours in parity with the way SBC-AMERITECH’s Customer orders received outside of normal business hours are input and accepted.
- (c) Engineering Support. When requested by CLEC, SBC-AMERITECH shall provide timely engineering support.
- (d) Requests for Service Changes. Where SBC-AMERITECH provides installation, SBC-AMERITECH’s representatives shall inform an CLEC Customer to contact CLEC if such Customer requests a service change at the time of installation.
- (e) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, SBC-AMERITECH may not initiate any disconnect, suspension or termination of an CLEC Customer’s Resale Service, unless directed to do so by CLEC by transmission of a

Service Order or SBC-AMERITECH's receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than CLEC.

- (f) SBC-AMERITECH will provide to CLEC the electronic listing of CLEC Customers who change their local carrier, as specified in the Operations Support Systems Article of this Agreement.

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

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

- (i) Universal Emergency Number service, a telephone exchange communication service which includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 911 calling.
- (ii) Basic 911 service (where available) provides for routing all 911 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls.
- (iii) Enhanced 911 (“**E911**”) service, which provides additional features to Basic 911 service, such as selective routing of 911 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

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

10.16 Responsibilities of CLEC.

10.16.1 CLEC shall be responsible for providing to its Customers and to SBC-AMERITECH a telephone number or numbers that CLEC's Customers can use to contact CLEC in the event of service or repair requests. If CLEC's Customers contact SBC-AMERITECH with regard to such requests, SBC-AMERITECH shall inform such Customers that they should call CLEC and will provide CLEC's contact numbers to such Customers. At CLEC's request, SBC-AMERITECH shall provide a "warm" transfer to CLEC of calls it

receives from CLEC's Customers for service or repair requests at the rates set forth in the **Pricing Schedule**.

10.17 Exchange of Billing Information.

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

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

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

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

10.18 Use of Service.

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

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

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

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

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

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

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

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

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

11.1 Notice of Changes. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. SBC-AMERITECH agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").

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

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

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

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

13.2 Permanent Number Portability (“LRN-PNP”).

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

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

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

13.4 Requirements for LRN-PNP.

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

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

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

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

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

13.4.1.5 FCC First Memorandum Opinion and Order On Reconsideration; FCC 97-74, CC Docket No. 95-116, RM-8535; Adopted: March 6, 1997; Released: March 11, 1997;

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

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

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

13.4.2.1 The “N” carrier is the responsible Party for terminating the call to the End User. The “N-1” carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

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

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

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

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

13.4.4.1 If either party is the "N-1" carrier and the other party is the "N" carrier, and the party does not fulfill its N-1 carrier responsibility, the other party will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.

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

13.5 Ordering.

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

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

13.5.3 The parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes.

13.5.4 SBC-AMERITECH shall provide all provisioning services to CLEC during the same business hours SBC-AMERITECH provisions similar services for its end user customers, but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m. SBC-AMERITECH will provision non-coordinated standalone number portability-only cut-overs on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System ("RSMS") is unavailable due to update or maintenance activity. Where ten-digit triggering is available, CLEC will be able to port numbers at any time, as long as the triggers are set. Provisioning of non-coordinated standalone number portability cut-overs on Sundays is subject to CLEC obtaining industry agreement that all carriers will conduct their Local Service Management Systems ("LSMS") update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cut-overs will be developed via the BFR Process, and will be set forth in the **Pricing Schedule**. CLEC agrees to reimburse SBC-AMERITECH for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cut-overs, as provided in the applicable Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If CLEC submits a Bona Fide Request that SBC-AMERITECH perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, rates for such services will be developed via the BFR Process, and be set forth in the **Pricing Schedule**.

13.6 Cut-Over Process.

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

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

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

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

13.8 Operator Services, LIDB/LVAS and Directory Assistance.

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

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

13.9 Porting of DID Block Numbers.

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

13.9.2 SBC-AMERITECH shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

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

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

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

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

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

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

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

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

Accordingly, CLEC and SBC-AMERITECH stipulate and agree that:

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

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

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

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

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

16.1 Structure Availability.

16.1.1 SBC-AMERITECH shall make available, to the extent it may lawfully do so, nondiscriminatory access to any pole, duct, conduit and rights-of-way (individually and collectively, "Structure") along distribution networks owned or controlled by SBC-AMERITECH for placement of CLEC's telecommunications equipment and related facilities ("Attachments"), unless denied by SBC-AMERITECH for Insufficient Capacity (as defined in Section 16.1.2) or for reasons of safety, reliability and generally applicable engineering purposes within the meaning of Section 16.1.2 of this Agreement and 47 CFR Section 1.1403(a).

"Poles, ducts and conduits" include entrance facilities and conduit and riser space; controlled environmental vaults; manholes; telephone equipment closets; remote terminals; cross-connect cabinets, panels or boxes; equipment cabinets, pedestals, or terminals; and any other infrastructure used by SBC-AMERITECH to place telecommunications distribution facilities.

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

The availability of SBC-AMERITECH Structure for CLEC's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 16.18, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which SBC-AMERITECH owns or controls Structure or interests therein. SBC-AMERITECH shall not prevent or delay any third party assignment of right-of-way to CLEC. Upon request, SBC-AMERITECH shall provide to CLEC, for review, any franchise, license, or other agreement SBC-AMERITECH has entered into with a municipality, utility, or other owner or interest holder of a right-of-way.

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

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

16.1.2.1 In the case of pole attachments, SBC-AMERITECH shall, consistent with prudent engineering and design standards and practices and subject to all applicable laws, ordinances, rules and regulations, take reasonable steps to make space available for CLEC's use without replacement of the pole whenever possible.

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

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

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

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

own Attachments, SBC-AMERITECH will construct Structure to accommodate CLEC's Attachments.

16.3.3 The costs of modifying a Structure to accommodate CLEC's request, the requests of another attaching party or the needs of SBC-AMERITECH shall be borne by CLEC, the other requesting party or SBC-AMERITECH, respectively, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of modification proportionately with the party initiating the modification. An attaching party, including SBC-AMERITECH, with a pre-existing Attachment to the Structure to be modified to accommodate CLEC shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including SBC-AMERITECH, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party or SBC-AMERITECH with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party. If an attaching party, including SBC-AMERITECH, makes an Attachment to the facility after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

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

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

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

SBC-AMERITECH with notice before entering any Structure for construction or maintenance purposes.

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

16.6 Access Requests. Any request by CLEC for access to SBC-AMERITECH's Structure shall be in writing and submitted to SBC-AMERITECH's Structure Access Coordinator. SBC-AMERITECH may prescribe a reasonable process for orderly administration of such requests. CLEC's Attachment to SBC-AMERITECH's Structure shall be pursuant to a permit issued by SBC-AMERITECH for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to SBC-AMERITECH's Structure, administration of the process of delivery of access to SBC-AMERITECH's Structure and for all other matters relating to access to SBC-AMERITECH's Structure. CLEC shall provide SBC-AMERITECH with notice before entering any SBC-AMERITECH Structure, pursuant to the provisions of the Appendix to Article XVI.

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

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

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

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

16.11 Cost of Certain Modifications. Notwithstanding Section 16.3, if SBC-AMERITECH is required by a governmental entity, court, Commission or property owner (provided such property owner has authority to require such modifications or CLEC agrees to such modifications) to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. However, if such alteration is required solely due to SBC-AMERITECH's negligence in originally installing the structure, SBC-AMERITECH shall be responsible for CLEC's expenses. If a move of CLEC's Attachment is required by SBC-AMERITECH or another attaching party, SBC-AMERITECH shall notify CLEC of the requested move, and CLEC shall either confirm in writing that it will move the Attachment within thirty (30) days of the date of SBC-AMERITECH's notice of the requested move, or notify SBC-AMERITECH that it desires SBC-AMERITECH to arrange for the move, both options to be at the expense of the party requesting such move. The written notice shall include sufficient engineering information to enable CLEC to move the Attachment or respond to the notice. If CLEC fails to notify SBC-AMERITECH within ten (10) days after the date of SBC-AMERITECH's notice of the requested move of its intention to move the Attachment or to allow SBC-AMERITECH to arrange for the move, CLEC will be deemed to have authorized SBC-AMERITECH to move such Attachment at CLEC's expense.

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

16.13 CLEC Access. CLEC shall provide SBC-AMERITECH with notice before entering any SBC-AMERITECH Structure.

16.14 Occupancy Permit. CLEC occupancy of Structure shall be pursuant to a permit issued by SBC-AMERITECH for each requested Attachment. Any such permit shall terminate: (a) if CLEC's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if CLEC has not placed and put into service its Attachments within one hundred and eighty (180) days from the date SBC-AMERITECH has notified CLEC that such Structure is available for CLEC's Attachments, (c) if CLEC ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if CLEC fails to comply with a material term or condition of this Article XVI and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from SBC-AMERITECH or, (e) if SBC-AMERITECH ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments. If SBC-AMERITECH ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments, SBC-AMERITECH shall: (i) provide CLEC

notice within ten (10) Business Days after SBC-AMERITECH has knowledge of such fact, and (ii) not require CLEC to remove its Attachments from such Structure prior to SBC-AMERITECH's removal of its own attachments. SBC-AMERITECH will provide CLEC with at least sixty (60) days' written notice prior to (x) terminating a permit or service to an CLEC Attachment or removal thereof for a breach of the provisions of this **Article XVI**, (y) any increase in the rates for Attachments to SBC-AMERITECH's Structure permitted by the terms of this Agreement, or (z) any modification to SBC-AMERITECH's Structure to which CLEC has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If CLEC surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments from the Structure within one hundred and eighty (180) days after the event requiring CLEC to so surrender such permit, SBC-AMERITECH shall remove CLEC's Attachments at CLEC's expense. If SBC-AMERITECH discovers that CLEC has placed an Attachment on SBC-AMERITECH's Structure without a valid permit, SBC-AMERITECH shall notify CLEC in writing of the existence of such unauthorized Attachment and CLEC shall pay to SBC-AMERITECH within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to five (5) times the annual attachment fee for an authorized Attachment.

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

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

If CLEC fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, SBC-AMERITECH shall have the right to remove such unauthorized Attachment from SBC-AMERITECH's Structure at CLEC's expense.

16.15 Inspections. SBC-AMERITECH may make periodic inspections of any part of the Attachments of CLEC located on SBC-AMERITECH Structures. Where reasonably practicable to do so, SBC-AMERITECH shall provide prior written notice to CLEC of such inspections.

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

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

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

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

16.19 Interconnection.

16.19.1 Upon request by CLEC, SBC-AMERITECH will permit the interconnection of ducts or conduits owned by CLEC in SBC-AMERITECH manholes.

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

16.19.3 CLEC shall be responsible for the costs of any Make-Ready Work required to accommodate any interconnection pursuant to Section 16.19.

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

16.21 Structure Access Coordinator. Requests for access to SBC-AMERITECH Structure shall be made through SBC-AMERITECH's Structure Access Coordinator, who shall be CLEC's single point of contact for all matters relating to CLEC's access to SBC-AMERITECH's Structure. The Structure Access Coordinator shall be responsible for processing requests for access to SBC-AMERITECH's Structure, administration of the process of delivery of access to SBC-AMERITECH's Structure and for all other matters relating to access to SBC-AMERITECH's Structure pursuant to guidelines as provided in the **Appendix to Article XVI**. In the event of a conflict between the provisions of **Article XVI** and those of the **Appendix to Article XVI**, the provisions of **Article XVI** shall prevail.

16.22 State Regulation. The terms and conditions in this Article XVI shall be modified through negotiation between the Parties to comply with the regulations of the state in which SBC-AMERITECH owns or controls Structure to which CLEC seeks access if such state meets the requirements of Section 224(c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224(c) of the Act and the applicable FCC rules pertaining hereto. The terms and conditions of this Article XVI shall also be modified by negotiation between the Parties to comply with any applicable requirements regarding the application of state law set forth in applicable Commission rules, regulations and orders. Until the terms and conditions of this Article XVI are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provision herein inconsistent therewith.

16.23 Abandonments, Sales or Dispositions. SBC-AMERITECH shall notify CLEC of the proposed abandonment, sale, or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, SBC-AMERITECH shall condition the sale or other disposition subject to the rights granted to CLEC.

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

STRUCTURES

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STRUCTURES

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

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

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

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

Plan-for-Plan Descriptions

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

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

Owners:	CLEC Gerry Agnew - Ameritech
Objective:	Develop format for reporting performance standards to measure Ameritech's performance in executing CLEC's structure requests as agreed to in the <i>Interconnection Agreement</i> . This plan addresses the format of the performance standards reports as well as the development of the appropriate penalties, pursuant to Article 16.6 of the <i>Interconnection Agreement</i> .
Issues:	Time Frame and appropriateness of penalties for each standard
Dependencies:	Scope, Related Orders, Intervals
Constraints:	
Time Frame:	2/28/98

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Overview

Plan-for-Plan 7-2. Comparable Treatment

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

Issue-in-Dispute Description

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

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

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Overview

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7.1 Role of the Ameritech Structure Access Coordinator

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

- (a) provide single point of contact for structure access
- (b) coordinate the queuing requests of attaching parties for access to Ameritech Structure
- (c) answer questions of CLEC pertaining to obtaining access to Structure
- (d) coordinate the following processes for CLEC:
 - (i) access to maps, records and additional information regarding Structure (hereafter referred to as "Structure Records")
 - (ii) field survey to determine availability of Structure
 - (iii) Make Ready Work (which, in some cases, may include Modification Work)
 - (iv) CLEC construction activities
- (e) interpret Ameritech methods and procedures
- (f) receive and process CLEC's application for access to Structure
- (g) negotiate scope and delivery of Field Survey due dates
- (h) negotiate scope and delivery of Make Ready Work due dates
- (i) provide notification of and corrective action to eliminate disputes between attaching parties
- (j) provide CLEC with written documentation of the determinations of Structure availability
- (k) issue occupancy permits to CLEC

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7.1 Role of the Ameritech Structure Access Coordinator

7.2 Role of CLEC

CLEC shall:

- (a) Request access to Ameritech Structure Records from the ASAC.
 - (i) Issue Billing Authorization - Billing Authorization equates to or accompanies a Structure Access Request. For purposes of these Guidelines, Billing Authorization shall be defined as CLEC's paying any required deposit and CLEC's written authorization (on the forms identified in this section) permitting Ameritech to bill CLEC for work identified on these forms. There will be a true up of costs. The true-up process for any structure-related billing items is described in Section 7.14 in this *Implementation Plan*.
- (b) Make written request for access to Ameritech Structure through ASAC-prescribed forms. (See Section 7.20 - Exhibits for Forms.)
- (c) Provide stick map or route map showing locations of the Ameritech Structure requested for access.
- (d) Provide detailed descriptions of the requested location of all proposed attachments to Ameritech Rights of Way.
- (e) Authorize the ASAC to schedule a Field Survey.
 - (i) Issue Billing Authority , as defined herein, for Ameritech to perform Field Survey by CLEC submitting appropriate A-1 form.
 - (ii) Provide innerduct identification tags.
- (f) Approve Ameritech to perform Make Ready Work (in some cases, may include Modification Work).
 - (i) Issue Billing Authorization for Ameritech to perform Make Ready Work.
 - (ii) Provide innerduct identification tags.
- (g) Receive Occupancy Permit from ASAC as provided in Sections 7.6.21, 7.7.20, and 7.8.6 of this *Implementation Plan*.
- (h) Schedule attachment installation (cable placement) with ASAC
- (i) Complete attachment installation within one hundred and eighty (180) days from date Occupancy Permit is received from Ameritech.
- (j) Be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate CLEC's attachments at the location of the Structure CLEC uses.

7.3 Information Request

CLEC may request access to Ameritech Structure Records in one of two ways:

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

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

7.3.1 Type of Information to be Supplied

Ameritech will provide to CLEC information (with respect to all Structure that Ameritech owns or controls) currently available on Ameritech's Structure Records, which includes (to the extent available) the following:

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

7.3.2 Exception Involving Confidential Information

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

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

7.3.3 Viewing Room

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

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7.3 Information Request

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

7.3.4 Copies of Structure Records

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

7.3.5 Limitations of Structure Records Review

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

7.4 Capacity Reservation

7.4.1 Capacity Reservation

No party, including Ameritech, will be allowed to reserve space in or on Ameritech's Structure for future needs. Notwithstanding the foregoing, CLEC may provide Ameritech with a two (2) year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

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7.4 Capacity Reservation

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7.5 Priority Queue

(First in Time - First in Right)

7.5.1 Determination of Priority

The priority for right of access to existing capacity in Ameritech's Structure will be determined by the actual time that CLEC's written Structure Access Request, in accordance with paragraphs 7.6.6, 7.7.4, and 7.8.1 below, is received by the ASAC. Structure Access Requests for all parties including Ameritech will be treated in a non-discriminatory manner.

7.5.2 Maintaining Position in Queue

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

7.6 Access to Ducts and Conduit

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

7.6.1 Information Access - Ducts and Conduit

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

7.6.2 Determination of Space Availability

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

7.6.3 Presumption of Request for Innerduct Occupancy

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

7.6.4 Available Capacity

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

7.6.5 Universal Maintenance Spare

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

7.6.6 Structure Access Request - Ducts and Conduit

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

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7.6 Access to Ducts and Conduit

- (ii) Associated maps and/or written descriptions for each request (which shall include the number, type and size of facility CLEC plans to install and if available all the locations at which CLEC proposes to interconnect its ducts with Ameritech manholes and all manhole locations where an entrance or exit to Ameritech's conduit structure will be required).
- (b) The ASAC will enter CLEC's request for access to Ameritech Structure into the Priority Queue. (See Priority Queue Process defined in Section 7.5.)

7.6.7 Field Survey by Ameritech - Ducts and Conduit

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

7.6.8 Field Survey assisted by CLEC - Ducts and Conduit

If, after receipt of the Structure Access Request, Ameritech determines it will be unable to complete Field Survey work in accordance with standard intervals as defined in 7.6.13, Ameritech may suggest or CLEC may request that CLEC be allowed to have CLEC or CLEC's contractor perform certain work associated with the Field Survey. The following apply:

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

7.6.9 Field Survey Definition

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

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

7.6.10 Innerduct Identification Tags

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

- (a) CLEC's name and
- (b) a space for the date of the Field Survey.

7.6.11 Preferred Entrances and Exits

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

7.6.12 Limitations of Field Survey

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

7.6.13 Ducts and Conduit Field Survey Intervals

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

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

7.6.14 Denial of Access

Based on the information from Structure Records and the completed Field Survey, the ASAC will determine if the requested access to Ameritech's Structure can be provided to CLEC.

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

7 STRUCTURES

7.6 Access to Ducts and Conduit

- (d) If a denial is proposed to be made for any reason, Ameritech will offer to meet with CLEC and explore reasonable alternatives to accommodate the proposed attachment.. The ASAC will schedule the meeting to take place within ten (10) business days of receipt of CLEC's written request for a meeting.

7.6.15 Cost Estimate - Ducts and Conduit

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

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

7.6.16 Return of Billing Authorization

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

7.6.17 Definition of Ameritech Make Ready Work

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

Routine Make Ready Work

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

Non-routine Make Ready Work

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

The following applies:

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

7.6.18 Force Majeure

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

7.6.19 Limitation on Ameritech Obligations

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

7.6.20 Duct and Conduit Make Ready Intervals

Routine Make Ready Work

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

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

Non-Routine Make Ready Work

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

All Make Ready Work

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

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

7 STRUCTURES

7.6 Access to Ducts and Conduit

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

* (JAM) or other Ameritech mechanized interval scheduling system

7.6.21 Occupancy Permit

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

7.7 Access to Poles

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

7.7.1 Information Access - Poles

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

7.7.2 Definition of Available Pole Capacity

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

7.7.3 Limitations of Records

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

7.7.4 Structure Access Request (Poles)

- (a) To request access to poles, CLEC shall submit:
 - (i) Forms P1 & P2 (poles)
 - (ii) The associated maps and written description for each request. CLEC shall include the number of, type, size location of the attachments it proposes to install on the Form P2.
- (b) The ASAC will enter CLEC’s request into the Priority Queue. (See the process defined in Section 7.5 herein.)
- (c) CLEC may choose to perform the field survey, CLEC may request Ameritech to perform the field survey, or joint agreements between Ameritech and power companies may require Ameritech and CLEC to participate in a joint field survey.

7.7.5 Field Survey - Definition/Limitation

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

The field survey includes (where available):

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

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

7.7.6 Field Survey by Ameritech - Poles

- (a) Where power company practices under applicable joint use or joint ownership agreements require Ameritech to perform the Field Survey, Ameritech will notify CLEC of such requirement within five (5) business days of CLEC's Structure Access request.
- (b) Ameritech will provide to CLEC the estimated cost for performing the Field Survey
- (c) CLEC will provide Billing Authorization (Form A1) for Ameritech to proceed with the Field Survey
- (d) Ameritech will complete the Field Survey in accordance with intervals as detailed in 7.7.8
- (e) CLEC, the Electric Company and all other parties with attachments may supply a representative.
- (f) Ameritech or a qualified contractor will inspect each pole to determine available capacity for an additional attachment.
- (g) Ameritech will notify CLEC within twenty four (24) hours prior to beginning the Field Survey if CLEC is to provide a representative

7.7.7 Field Survey Without Ameritech

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

7.7.8 Pole Field Survey Intervals

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

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

7.7.9 Denial of Access

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

7.7.10 Cost Estimate (Poles)

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

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

7.7.11 Return of Billing Authorization

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

7.7.12 Definition of Ameritech Make Ready Work

Ameritech Make Ready Work:

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

The following applies:

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

7.7.13 Force Majeure

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

7.7.14 Limitation on Ameritech Obligations (Poles)

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

7.7.15 Successful Completion of Make Ready Work

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

7.7.16 Pole Make Ready Work Intervals

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

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

7.7.17 Locations of Attachments

Possible locations for Attachments are:

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

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

7.7.18 Selection of Pole Attachment Location

CLEC will recommend a location and Ameritech will select upon consideration of that recommendation the location of the poles for CLEC's attachments. The selection will be based on safety, reliability or general engineering principles and will be applied in a nondiscriminatory fashion.

7.7.19 Construction Guidelines

Once a pole attachment location is chosen for construction, it should be maintained throughout the area of construction if at all possible. Exceptions will be subject to review by the ASAC and denied only for safety, reliability or engineering principles.

7.7.20 Occupancy Permit

- (a) Within five (5) business days after notification of successful completion of all Ameritech Make Ready Work associated with the structure request (including Make Ready Work by other attaching parties), Ameritech will issue an Occupancy Permit (Form P1) to CLEC.
- (b) In accordance with Section 16.15 of the Interconnection Agreement, the Occupancy Permit shall expire if CLEC has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has issued the Occupancy Permit to CLEC. Pole rental rates will apply during the one hundred and eighty (180) day period.

7.8 Access to Rights of Way

“Ameritech Rights of Way” are rights of way owned or controlled by Ameritech as defined in the applicable Interconnection Agreement.

7.8.1 Structure Access Request (ROW)

- (a) To request access to Ameritech Rights of Way (ROW), CLEC will submit to the ASAC:
 - (i) an R1 form (attached hereto in Section 7-20, Exhibits)
 - (ii) a detailed drawing and description of the proposed ROW that is requested to be occupied
 - (iii) a print detailing the proposed location and nature of CLEC’s attachments (buried cables, terminals, equipment nodes sites, controlled environmental vaults, etc.).
 - (iv) a deposit as calculated on the R1 form.
- (b) The ASAC will enter CLEC’s request into the Priority Queue. [See the Priority Queue process defined in Section 7.5 herein.]
- (c) If CLEC requests access to Ameritech ROW where Ameritech has no existing ROW, Ameritech shall not be required to acquire new ROW.

7.8.2 Records Review

Within ten (10) business days of the Structure Access Request to access ROW, Ameritech will perform an internal Ameritech ROW records review. The ROW records review will not determine space availability. Space availability for ROW can only be determined by performing a Field Survey.

7.8.3 Field Survey

- (a) the ASAC shall notify CLEC.
- (b) If needed, CLEC may perform a Field Survey or request the ASAC to arrange for Field Survey to be scheduled within seven (7) business days of receiving the Billing Authorization from CLEC.
- (c) If CLEC performs the Field Survey, CLEC will arrange for the location of all existing subsurface facilities in the requested Ameritech ROW.
- (d) During the Field Survey, any necessary Make Ready Work will be identified
- (e) CLEC will select the location within the rights-of-way for its attachment or the occupancy of the right-of-way subject to approval by the ASAC. Approval will be denied only for safety, reliability or general engineering principles

7.8.4 Denial of Access

Ameritech will determine if access to ROW can be provided to CLEC and provide notification as detailed in Section 7.6.13.

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7.8 Access to Rights of Way

7.8.5 Make Ready Work

- (a) If it is determined from the Field Survey that CLEC may have access to Ameritech ROW, the ASAC will provide an estimate cost for the Make Ready Work to CLEC to form A1.
- (b) CLEC shall return the Billing Authorization (Form A1) to the ASAC within forty-five (45) days of receiving the Ameritech estimated cost proposed Make Ready Work. If CLEC has not returned the Billing Authorization to the ASAC within the forty-five (45) days, CLEC's request shall be considered expired and CLEC will lose its position in the Priority Queue if there are other attaching parties in the Priority Queue. (See Process for Priority Queue defined in Section 7.5 herein.)
- (c) Ameritech shall provide CLEC a due date by which the ROW Make Ready Work shall be completed within seven (7) business days of receiving the CLEC Billing Authorization

7.8.6 Occupancy Permit

- (a) Within five (5) business days after successful completion of all Make Ready Work, Ameritech will issue an Occupancy Permit (Form R1) to CLEC.
- (b) In accordance with Section 16.15 of the Interconnection Agreement, the Occupancy Permit shall expire if CLEC has not placed and put into service its Attachments within one hundred eighty (180) days from the date CLEC has received the Occupancy Permit from Ameritech.

7.9 CLEC Installation and Maintenance Standards

7.9.1 General

CLEC workers or contractors may have occasion to work in, on or near Ameritech Structure in various circumstances:

- (a) When installing or maintaining CLEC facilities
- (b) Performing Field Survey work per sections 7.6.8, 7.7.7, or 7.8.3
- (c) Performing Make Ready work per sections 7.6.16, 7.7.12 or 7.8.5

In all cases :

- (a) Ameritech must have a designated representative on the job whenever CLEC or its contractors are working in ducts and conduit
- (b) When CLEC is going to perform installation, Field Survey, Make Ready, or routine maintenance work, Ameritech must be notified 5 business days in advance of CLEC's start date to provide a representative.
- (c) CLEC is responsible for all actions of CLEC workers or contractors
- (d) CLEC workers or contractors must be fully trained and it is CLEC's responsibility to insure they follow all applicable safety rules and construction standards as listed below.
- (e) CLEC will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by CLEC and its contractors and agents. "Hazardous Substances" includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.
- (f) When CLEC is allowed to perform Field Survey or Make Ready work, CLEC may subcontract the work with contractors approved by Ameritech. Approval of such subcontractors by Ameritech shall be based on the same criteria it uses in approving contractors for its own purposes.
- (g) The Ameritech representative shall have full authority, but not responsibility, to stop any work operations that do not conform to the applicable rules and standards
- (h) CLEC shall be responsible to obtain any and all work or construction permits necessary to perform work they will perform

7.9.2 Safety

While working on or in Ameritech Structure, all CLEC employees, agents, contractors and representatives must abide by the rules and regulations of the Occupational Safety and Health Act (OSHA) and any governing authority having jurisdiction over the subject matter. CLEC shall be responsible to insure its workers abide by all safety rules, and the Ameritech Representative assigned to the job shall have authority, but not the responsibility, to enforce all safety rules.

The following list, which is not all inclusive, highlights some specifics:

- (a) All workers must wear appropriate attire whenever doing work in or near Ameritech manholes to include safety vests, hard hats, etc.
- (b) All manholes must undergo air monitoring and proper ventilation before and during manhole entries
- (c) Manhole guards must be present at all times while the manhole is open

7 STRUCTURES

7.9 CLEC Installation and Maintenance Standards

- (d) No smoking is allowed within the vicinity of an open manhole
- (e) No open torches are allowed inside or near a manhole
- (f) All governmental rules and regulations for traffic control are to be followed
- (g) Water must be pumped in a manner to minimize its effect on traffic. Always pump to the nearest drain, and salt should be placed where water touches pavement during freezing temperatures

7.9.3 Protection of Existing Cable Facilities

Whenever working in or near Ameritech Structure, all workers are to take all necessary precautions to prevent any damage to any existing cable facilities that are already attached to the Structure. Some common precautions to take are:

- (a) Workers shall not step/stand on any communications facilities
- (b) Workers shall carry their own ladder (12 to 16) feet is often appropriate for instances where none is available in the manhole
- (c) CLEC will work only on Structure assigned to CLEC.
- (d) When any innerduct is opened, it should not be assumed the innerduct is vacant. It must be opened carefully in such a manner to insure any potential cable inside is not damaged in the process.
- (e) Should workers encounter air leaks, missing / broken ladders, or other inappropriate manhole situations, these items shall be communicated to the Ameritech Representative immediately.
- (f) If damage to another party's facilities should occur, the owner of the facility and the Ameritech representative are to be immediately notified and all possible arrangements made to allow the facility to be repaired as soon as possible. The party causing the damage will be responsible for all costs to repair the facility.

7.9.4 Installation Standards

CLEC's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the:

National Electrical Code (NEC)

National Electrical Safety Code (NESC),

Bellcore - Blue Book , Manual of Construction Procedures, (SR-1421, Dec.,1996, Iss. 2)

(call Bellcore Customer Service - (800)521-2673 to order Blue Book)

7.10 CLEC Attachment Placement - Conduit

7.10.1 Occupancy Permit Requirement

CLEC may occupy Ameritech conduit, ducts, innerducts only after obtaining an approved Conduit Occupancy Permit (Form C1) from the ASAC.

7.10.2 Placement of Attachment Due Date

After all Make Ready and Work has been completed and CLEC has received an occupancy permit for each attachment, CLEC has one hundred and eighty (180) days to complete placement of its attachments in the conduit/innerduct. If placement is not completed within one hundred and eighty (180) days the Permit will expire. Conduit rental rates will apply during the one hundred and eighty (180) day period.

7.10.3 Ameritech Job Site Representation

An Ameritech representative must be on the job site when CLEC is placing or removing its attachments, in Ameritech's conduit structure. Ameritech must be given a five (5) business day notice in order to provide a representative (at CLEC's expense) on site by CLEC's construction start date. All reasonable and actual charges will be billed to CLEC. Ameritech will provide a rate sheet to CLEC upon CLEC's request.

7.10.4 Additional Requirement for CLEC

CLEC must maintain its attachments in accordance with Section 7.9 CLEC Installation and Maintenance Standards of this document.

7.10.5 Assignment Location

The Ameritech representative will specify in a "first come-first served" nondiscriminatory manner, the assignment location of the conduit/innerduct to be occupied by CLEC.

7.10.6 Modification

Any modification, other than routine maintenance, of CLEC's attachments will require a new Occupancy Permit.

7 STRUCTURES

7.10 CLEC Attachment Placement - Conduit

7.11 CLEC Attachment Placement - Poles

CLEC shall obtain an approved Occupancy Permit (Form P1) from the ASAC before placing its attachments on Ameritech poles.

7.11.1 Placement of Attachment Due Date

After all Make Ready Work has been completed and CLEC has received the Occupancy permit in CLEC has one hundred and eighty (180) days to complete placement of its attachments on the poles. If placement is not made within one hundred and eighty (180) days the Permit will expire. Pole rental rates will apply during the one hundred and eighty (180) days period.

7.11.2 Additional Requirement for CLEC

CLEC:

- (a) may place only those attachments approved in the Occupancy Permit.
- (b) must maintain its attachments in accordance with Section 7.9 CLEC Installation and Maintenance Standards of this document.

7.11.3 Attachment Location

The ASAC with input of CLEC, will assign in a nondiscriminatory fashion , the attachment location on the pole .

7.11.4 Modifications

Any modification of the attachment, other than routine maintenance, of the attachment will require a new Occupancy Permit.

7.11.5 Service Wire, Splice and Terminal Mounting

CLEC's service wires, splices, and terminals must be strand-mounted. Service wire attachments do no require an Occupancy Permit.

Ameritech will consider a request from CLEC to mount terminals on Ameritech poles in a non-discriminatory manner with other attaching parties.

7 STRUCTURES

7.11 CLEC Attachment Placement - Poles

7.12 Maintenance

7.12.1 Maintenance of Conduit

(a) CLEC will be allowed to enter an Ameritech Structure with an Ameritech representative present, after providing forty-eight (48) hours written notification to Ameritech, for scheduling purposes (facsimiles are acceptable), which includes:

- (i) manholes to be entered and locations of each manhole
- (ii) nature of the proposed work
- (iii) and time required for proposed work

(b) All reasonable and actual charges for the Ameritech representative will be billed to CLEC. Ameritech will provide a rate sheet to CLEC upon CLEC's request.

7.12.2 Poles

CLEC may place (after obtaining an occupancy permit), remove and maintain its pole attachments without the Ameritech Representative present, however, CLEC must notify the ASAC prior to entering any structure.

7.12.3 Disaster Recovery - Structures (Fiber, Conduit, Manholes, Pole Attachments, etc.)

For more detailed information on Disaster Recovery see Section 2, General, of this document.

For additional information on Structures, the following is included:

The way in which cable and fiber facility restoration activity is prioritized has been by the utilization of the TSP (Telecommunication Service Priority) system. This system was put in place by the 1988 Presidential Executive Order establishing the TSP system. The TSP system is in effect and used for restoration, and will be used in all cases where it applies. TSP services will not pre-empt any Telecommunication Carriers circuits and services required to maintain, monitor, or control, the public switched network (PSN), its facilities, or other vital assets such as order wires, monitoring and control channels. These circuits and services are the only ones which receive higher priority treatment than TSP. Ameritech will in good faith accommodate all involved TC's personnel in simultaneous restorations of out of service circuits. Many activities to restore critical services will occur simultaneously. However, if simultaneous restoration cannot be accommodated the following priority/ranking sequence for access to facilities requiring restoration will be followed:

The TSP system uses the following 10 priorities:

- 1st** Restoration of official services which are vital to the ability of the Telecommunication Carrier to respond to the emergency.
- 2nd** Restoration of essential NSEP services identified with a TSP restoration code of 1.
- 3rd** Restoration of emergency NSEP services identified with a TSP restoration code of "E".
- 4th** Restoration of essential NSEP services identified with a TSP restoration code of 2, 3, ,4, and 5; in order.
- 5th** Services without TSP which are considered to be essential, including federal, state, and local government circuits, police, fire, hospital.
- 6th** Interoffice services for communities which are isolated.
- 7th** Services for customers highly dependent on telecommunication.
- 8th** Other Business services.

9th Residential services.

10th Unassigned Circuits.

The restoration process that will be followed once Ameritech or CLEC or another TC is that the first group to arrive on site should use the following damage site assessment sequence for all cases:

- (a) Assess the extent of damage.
- (b) Determine required work groups.
- (c) Determine tools and materials.
- (d) Ascertain damaging party information, as indicated on Ameritech's form 1140, including photographs if possible.
- (e) Document any other pertinent information.
- (f) Ameritech form 1140 must be submitted to the Ameritech Claims Organization within 48 hours of occurrence.
- (g) Protect the Public as appropriate.

Once the above facts are gathered, repairs on the cable should begin. Critical situations may require restorations to start prior to all details being gathered.

The method of restoration will be determined by the most practical way to restore all of the involved cables. Generally, in a conduit system, for example, the fibers or cable at the bottom of the group will be restored first. This is a common practice. However, the technicians on site during the assessment phase will be in the best position to determine the MOP (method of procedures) to be followed for restoration.

In all cases, equal access will be provided to Ameritech, CLEC and any other TCs whose cables are involved in any restoration activity.

Any parties causing damage will be responsible for all restoration costs. Restoration will be completed according to the TSP priorities, if appropriate.

7.13 Unauthorized Attachments

7.13.1 Unauthorized Attachments

If any of CLEC's communications facilities shall be found attached to Ameritech's poles or in Ameritech's ducts or conduits for which no Occupancy Permit was issued, Ameritech will provide notice to CLEC in writing and CLEC must correct such noncompliance within ninety (90) days of receipt of such notice.

7.13.2 Determination of Applicable Charges

See Issues in Dispute, 7-1 - Structure Modification, as it relates to Unauthorized Attachments

7.13.3 No Ratification or Waiver

No act or failure to act by Ameritech with regard to said unauthorized use shall be deemed as a ratification or the permitting of the unauthorized use; and if any permit should be subsequently issued, said permit shall not operate retroactively or constitute a waiver by Ameritech of any of its rights or privileges under this Agreement or otherwise; provided, however, that CLEC shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.

7 STRUCTURES

7.13 Unauthorized Attachments

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7.14 Fees

7.14.1 Cost Recovery

CLEC will reimburse Ameritech for all costs associated with Information Access, Field Survey, Make Ready and Inspection work. Charges will be billed either on an actual cost basis or a fixed charge basis as agreed upon by Ameritech and CLEC.

7.14.2 Ameritech Cost Estimate

Ameritech personnel will estimate the cost to perform any Ameritech Structure Records preparation work, Field Survey, and/or Make Ready Work required to process CLEC's access request. These estimates shall include the engineering time, construction time, contractor cost, material cost and overheads and loadings. CLEC must submit a Billing Authorization prior to the ASAC initiation of any map preparation, Engineering Field Survey or Make Ready Work.

7.14.3 Attachment Rental Fees

In addition to the above, CLEC shall pay any applicable attachment rental fees per the Interconnection Agreement.

7.14.4 Structure Bill True-Up

- (a) If billing is a fixed charge, any extras to the original estimate due to requests from CLEC or unforeseen circumstances will be approved by CLEC before they are added to the bill.
- (b) If billing is initiated on an actual cost basis, a deposit will normally be required. Therefore, if the deposit exceeds the actual charges, CLEC will be refunded the difference at job completion. If the actual charges exceed the deposit, CLEC will be billed the difference.
- (c) If there are questions on any bills, CLEC will send written questions to the ASAC. The ASAC will coordinate with the Ameritech departments involved to provide answers to CLEC to resolve the issues.

7 STRUCTURES

7.14 Fees

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7.15 Modifications Which Add Capacity to Structure

Part of the Make Ready pursuant to a Structure Access Request, may include modifications to Ameritech's Structure which add capacity to the Structure. All terms surrounding Modification work apply equally to all attaching parties including Ameritech. Refer to Issue in Dispute 7-1, Modifications Cost Recovery.

7.15.1 Notification of a Modifications

If a Structure Access Request results in Ameritech making modifications that add capacity to Ameritech Structure, pursuant to the applicable Interconnection Agreement:

- (a) Ameritech shall notify all parties who are currently attached to the structure.
- (b) These parties will have sixty (60) days to indicate if they wish to participate in the modification.

7 STRUCTURES

7.15 Modifications Which Add Capacity to Structure

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7.16 Limitations on Structure Access Requests

The availability of Ameritech's Structure per CLEC's attachments is subject to Articles 16.1 and 16.3 of the *Interconnection Agreement*.

7.16.1 Timing of Requests

Requests received after 12:00 p.m. noon, Eastern time will be considered received the following business day for purposes of the Queue Priority.

7.16.2 Limitations of Estimated Intervals

The standard estimated intervals contained herein are based on normal Ameritech work loads and do *not* apply to acts of governmental agencies, strikes and labor action, or Force Majeure as defined in the Interconnection Agreement in Section 30.5.

7.16.3 Limitation of Scope

There will be no limits on engineering requests per office. Intervals will be adjusted due the changes in requests or delays caused by CLEC.

7 STRUCTURES

7.16 Limitations on Structure Access Requests

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7.17 Additional Structure Planning

7.17.1 Meeting to Review Growth Forecast

At the reasonable request of CLEC, the ASAC will meet with CLEC to review a two (2) year forecast of growth requirements for attachments to Ameritech Structure.

7 STRUCTURES

7.17 Additional Structure Planning

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7.18 Points of Contact

All questions and concerns regarding Structure should be directed to the following contacts:

Table 7-1. CLEC/Ameritech Contact List

CLEC	Ameritech
General Counsel 161 Inverness Englewood, CO 80112 phone (303) 414-8345 fax (303) 414-5817	Sam Hall Ameritech Structure Leasing Coordinator 23500 Northwestern Highway Room E230 Southfield, MI 48075 phone (248) 424-0116 fax (248) 424-0111 [All states]
General Counsel 161 Inverness Englewood, CO 80112 phone (303) 414-8345 fax (303) 414-5817	ASAC Manager Galen Hawkens 23500 Northwestern Highway Room E230 Southfield, MI 48075 phone: (248) 424-1370 fax: (248) 424-0111
General Counsel 161 Inverness Englewood, CO 80112 phone (303) 414-8345 fax (303) 414-5817	Gerry Agnew Manager - Structure Access/ROW N17 W24300 Riverwood Drive Floor 3 Waukesha, WI 53188 phone (414) 523-7016 fax (414) 523-7016 pager: (414) 557-5366
Maintenance Supervisors CLEC	

7 STRUCTURES

7.18 Points of Contact

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7.19 Performance Standards

See Plan-for-Plan 7-1, "Performance Standards" and Plan-for-Plan 7-2, "Comparable Treatment" in the overview at the beginning of this section.

7 STRUCTURES

7.19 Performance Standards

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7.20 Exhibits

Responsibility

Forms used by Ameritech Structure Access Center as a means to communicate between Ameritech and CLEC, will be developed and maintained by Ameritech.

Table 7-2. Ameritech Structure Access Forms

The following is a current list of forms to be used.	
RC-1	Information Access Request - Structure Records
C-1	Structure Access Request - Ducts and Conduit
C-1 Actual	Structure Access Request - Poles
C-2	Conduit Data Sheet
C-2-1	Conduit Data Sheet (Continuation of C-2)
P-1	Structure Access Request - Poles
P-1 Actual	Structure Access Request - Poles
P-2	Pole Data Sheet
P-2-1	Pole Data Sheet - (Continuation of P-2)
A-1	Estimate for Make Ready Work/Billing Authorization
A-1 Actual	Estimate for Make Ready Work/Billing Authorization
R-1	Structure Access Request - Rights-of-Way
R-2	Rights-of-Way Data Sheet
R-2-1	Rights-of-Way Data Sheet - (Continuation of R-2)
RC-1	Information Access Request - Structure Records
N-1	Notice of Proposed Modification to Structure
N-2	Notice of Proposed Attachment to Structure
N-3	Notice of Vested Interest in Structure
Forms will be added or modified as required.	

7 STRUCTURES

7.20 Exhibits

CONFIDENTIAL

ARTICLE XVII

INTERCEPT/REFERRAL ANNOUNCEMENT

17.0 Intercept/Referral Announcement.

17.1 Intercept Announcement. When a Customer changes its service provider from SBC-AMERITECH to CLEC, from CLEC to SBC-AMERITECH, or from CLEC to a CLEC and does not retain its original telephone number, the Party formerly providing the switching functionality for the Customer's abandoned line shall provide an intercept announcement ("Intercept Announcement") on the abandoned telephone number which provides details on the Customer's change in number. When a customer changes local service from SBC-AMERITECH to CLEC and an Intercept Announcement is needed, CLEC may, at its discretion, order the Intercept Announcement from SBC-AMERITECH on behalf of the Customer. When a customer leaves CLEC where CLEC was providing service to the customer through unbundled local switching from SBC-AMERITECH, SBC-AMERITECH may not preclude CLEC from ordering the Intercept Announcement on behalf of the Customer and shall accept the request for an Intercept Announcement directly from CLEC.

Intercept Announcements shall be provided reciprocally, free of charge to both the other Party and the Customer, for the period specified in 170 IAC 7-1.1-11(I)(3)(a) and (b). However, if either Party provides Intercept 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.

SBC-AMERITECH will provide an Intercept Announcement pursuant to this section whenever a Customer switches local service from a CLEC to CLEC, and SBC-AMERITECH was providing the switching functionality on the line abandoned by the former CLEC Customer. SBC-AMERITECH will provide CLEC's Customers with the same Intercept Announcement options that SBC-AMERITECH offers to its own retail customers.

ARTICLE XVIII **JOINT OPERATIONAL TEAMS**

18.0 Joint Operational Teams.

18.1 Joint Operational Teams. Upon the request of either Party hereto, the Parties shall promptly form joint operational teams as needed to develop the procedures, guidelines, specifications and standards necessary for the provision of services under this Agreement and for the specific implementation of each Party's obligations hereunder. Once a joint operational team is established, each Party's representatives to the team will work in good faith to resolve identified implementation issues as quickly as possible. Agreements reached by such operational teams shall be documented, unless otherwise mutually agreed upon by the Parties.

The Parties agree that any necessary operational process included in the companies' former Implementation Plan that is not addressed in this Agreement may, upon mutual agreement of the Parties, be defined and documented by an inter-company joint operational team, pursuant to the procedure established by this **Article XVIII.**

ARTICLE XIX

GENERAL RESPONSIBILITIES OF THE PARTIES

19.0 General Responsibilities of the Parties.

19.1 Interconnection Activation Dates. Each of SBC-AMERITECH and CLEC shall use its best efforts to comply with the Interconnection Activation Dates established pursuant to Sections 3.10.4 and 3.11.

19.2 Compliance with Applicable Law and Certification. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees (collectively, “**Applicable Law**”) that relate to its obligations under this Agreement.

19.2.1 Each Party agrees to obtain all necessary state certification prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement.

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

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

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

19.4.1 CLEC shall in no event be liable to SBC-AMERITECH for any costs whatsoever resulting from the presence or release of any **Hazardous Substances** that CLEC did not introduce to the affected work location. SBC-Ameritech shall indemnify, defend (at CLEC’s request) and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys’ fees) that arise out of or result

from: (i) any **Hazardous Substances** that SBC-AMERITECH, its contractors or agents introduce to the work locations, or (ii) the presence or release of any **Hazardous Substances** for which SBC-AMERITECH is responsible under Applicable Law.

19.4.2 SBC-AMERITECH shall in no event be liable to CLEC for any costs whatsoever resulting from the presence or release of any **Hazardous Substances** that SBC-AMERITECH did not introduce to the affected work location. CLEC shall indemnify, defend (at SBC-AMERITECH's request) and hold harmless SBC-AMERITECH, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from: (i) any **Hazardous Substances** that CLEC, its contractors or agents introduce to the work locations, or (ii) the presence or release of any **Hazardous Substances** for which CLEC is responsible under Applicable Law.

19.5 Forecasting Requirements.

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

19.5.2 Forecasting Responsibilities

19.5.2.1 CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities. SBC-AMERITECH shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. Subsequent forecasts shall be exchanged on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC-AMERITECH General Trunk Forecast. This forecast from both parties should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

19.5.2.2 The semi-annual forecasts shall include:

19.5.2.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

19.5.2.2.2 A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders equal to or greater than one (1) DS3 or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

19.5.2.2.3 The Parties shall meet to discuss the mutual forecasts provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

19.5.2.3 SBC-AMERITECH shall be responsible for forecasting and servicing the one way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to SBC-AMERITECH, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

19.5.2.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

19.5.2.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

19.6 Certain Network Facilities. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Section 19.5. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

19.7 Network Harm. Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that materially interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, materially impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to

either Party's equipment or malfunction of either Party's billing equipment. Upon such occurrence either Party may discontinue or refuse service, but only to the extent necessary to respond to such emergency.

19.8 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

19.8.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

19.8.2 Commercial General Liability insurance with minimum limits of: \$5,000,000 General Aggregate limit; \$2,500,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$2,500,000 each occurrence sub-limit for Personal Injury and Advertising; \$5,000,000 Products/Completed Operations Aggregate limit, with a \$2,500,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,500,000 are also required if this Agreement involves collocation. Each Party must be named as an Additional Insured on the other Party's Commercial General Liability policy, but only with respect to liability arising from the respective parties' operations for which they have assumed responsibility herein.

19.8.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. Each policy shall contain a waiver of subrogation with respect to property damage, only, in favor of the other Party.

19.8.4 Each Party shall require subcontractors providing services under this Agreement to maintain reasonable types and amounts of insurance coverage. Each Party shall inform the other Party of those requirements upon request. If either Party believes the other Party's required amounts are commercially inadequate, either Party may submit the dispute to Dispute Resolution under Section 28.3 of this Agreement.

19.8.5 Except as respects either Party's captive insurance company, the Parties agree that companies affording the insurance coverages required under Article XIX shall have a rating of A- or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Both at the time of execution of this Agreement and prior to the expiration of any insurance policy required herein, each Party shall provide to the other Party a certificate of insurance evidencing such insurance coverage. To the extent that one Party is afforded coverage under an insurance policy of the other Party, the other Party's insurance

policy shall be primary and non-contributory. Each party agrees to provide the other with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein. At any time that a Party relies on such Party's captive insurance company to provide any of the coverages required hereunder, such captive insurance company shall have a minimum net worth of \$15 million. In the case of such captive insurance company, the requirement of this Section 19.8.5 to provide a certificate of insurance shall be complied with by providing the other Party with a copy of the most recent audited balance sheet of such captive insurance company.

19.8.6 Each Party agrees to provide the other Party with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

19.8.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

19.8.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

19.8.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

19.8.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

19.8.8 For all locations other than those governed by 3D agreements between SBC-AMERITECH and CLEC, SBC-AMERITECH shall maintain All Risk Property Insurance with limits covering the full replacement value of the building and contents, other than the contents belonging to CLEC, on either an agreed amount or 100% coinsurance basis. This policy shall include a waiver of subrogation in favor of CLEC. SBC-AMERITECH shall have the right to self-insure this obligation, and agrees to waive any rights of recovery from CLEC.

19.9 Labor Relations. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever

such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

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

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

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

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

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

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

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

19.17 OCNs. To the extent it has not been previously provided to SBC-AMERITECH, on the date of CLEC's signature of this Agreement, CLEC shall provide SBC-AMERITECH with CLEC's national OCN for Resale Services and its Michigan state-specific OCN for facilities-based services (Interconnection and/or Unbundled Network Elements).

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

19.19 Change of Name. In the event that either Party makes any corporate name change that would require a change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities that would require a change in OCN/ACEN, such Party will use best efforts to submit written notice to the other Party no later than thirty (30) days before such Party's change is fully implemented.

19.20 Deposits.

19.20.1 The deposit requirements set forth in this section apply to SBC-AMERITECH's providing the Resale Services and Network Elements (exclusive of interconnection facilities) furnished under this Agreement. SBC-AMERITECH may, in order to safeguard its interests, require that CLEC, if it has a proven history of late payments or has not established a minimum of twelve consecutive months good credit history with SBC-AMERITECH, make a reasonable deposit to be held by SBC-AMERITECH as a guarantee of the payment of charges. For purposes of this provision, a Party shall not be deemed to have "a proven history of late payments" or "not established credit" based in whole or in part on the failure to pay amounts which such Party has properly disputed in good faith in accordance with all applicable provisions of Sections 28.2 and 28.3.

19.20.2 If CLEC is required in accordance with this Section 19.20 to make a deposit payment and SBC-AMERITECH furnishes to CLEC both Resale Services and Network Elements under this Agreement, CLEC shall make two separate deposits where applicable, each calculated separately as set forth below.

19.20.3 Unless CLEC is not required to make a deposit payment as described in Section 19.20.1 above, CLEC shall remit an initial cash deposit within thirty (30) days after written request by SBC-AMERITECH. This cash deposit will be held by SBC-AMERITECH as a guarantee of payment of charges billed to CLEC. If CLEC is not required to make a deposit payment as set forth in Section 19.20.1 above, SBC-AMERITECH shall not require an initial deposit requirement; provided, however, that the terms and conditions set forth in Section 19.20.1 and Sections 19.20.4 through Section 19.20.10 of this Agreement shall continue to apply for the term of this Agreement and any extension(s) hereof. In determining whether CLEC has established the minimum twelve (12) months good credit history, CLEC's payment record for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

19.20.4 So long as CLEC maintains timely compliance with its payment obligations, SBC-AMERITECH will not increase any deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, SBC-AMERITECH reserves the right to require additional deposit(s) determined in accordance with Section 19.20.5 and Section 19.20.6 through Section 19.20.10 of this Agreement.

19.20.5 If during the first six (6) months of operations under this Agreement, CLEC has been sent by SBC-AMERITECH one valid delinquency notification letter (a letter notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date), as defined in Article XXVII, where at least a portion of the charges addressed by the delinquency notification letter are not the subject of a dispute under Article XXVIII, the deposit amount for the service(s) subject to such delinquency notification letter shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two month period exceeds the deposit amount held.

19.20.6 Throughout the term of this Agreement and any extension(s) thereof, any time CLEC has been sent two (2) delinquency notification letters (letters notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date) by SBC-AMERITECH within the immediately preceding twelve (12) months, where at least a portion of the charges addressed by each delinquency notification letter are not the subject of a dispute under Article XXVIII, the deposit amount for the service subject to such delinquency notification letters shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two month period exceeds the deposit amount held.

19.20.7 Whenever CLEC's deposit is re-evaluated as specified in Section 19.20.5 or Section 19.20.6, above, such deposit shall be calculated in an amount equal to the average billing to CLEC for Resale service and/or unbundled elements, as applicable, for a two month period. With respect to CLEC, the most recent three (3) months billing on all of CLEC's BANs or CBAS numbers, as applicable, for resale services or network elements shall be used to calculate CLEC's monthly average, which monthly average shall be multiplied by two (2) to arrive at the amount of deposit permitted by Sections 19.20.5 and 19.20.6.

19.20.8 Whenever a deposit is re-evaluated as specified in Section 19.20.5 and Section 19.20.6, above, CLEC shall remit the additional deposit amount to SBC-AMERITECH within thirty (30) calendar days of receipt of written notification SBC-AMERITECH requiring such deposit.

19.20.9 The deposit requirements of this Section 19.20 may be satisfied in whole or in part with an irrevocable bank letter of credit reasonably acceptable to SBC-AMERITECH. No interest shall be paid by SBC-AMERITECH for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.

19.20.10 The fact that SBC-AMERITECH holds a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

19.20.11 Any cash deposit held by SBC-AMERITECH shall be credited to CLEC's account during the month following the expiration of twelve (12)

months after the cash deposit was remitted, so long as CLEC has not been sent more than one delinquency notification letter (as defined in Section 19.20.5) during the most recent twelve (12) months, in which case such cash deposit will be credited during the first rolling twelve (12) month period in which CLEC has been sent less than two delinquency notifications. For the purposes of this Section 19.20.11, interest will be applied from the date paid and calculated as defined in Sections 27.13.1 and 27.13.2 to CRIS and non-CRIS billed charges, as applicable, above, and shall be credited to CLEC's account on an annual basis.

19.20.12 Any cash deposit shall be held by SBC-AMERITECH as a guarantee of payment of charges billed to CLEC, provided, however, SBC-AMERITECH may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:

19.20.12.1 when SBC-AMERITECH sends CLEC the second valid delinquency notification under this Agreement during the most recent twelve (12) months (provided that a delinquency notification shall be deemed valid if no dispute has been filed under Article XXVIII as to any amount covered by the delinquency notice); or

19.20.12.2 when SBC-AMERITECH suspends CLEC's ability to process orders in accordance with Section 27.14; or

19.20.12.3 when CLEC files for protection under the bankruptcy laws; or

19.20.12.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or

19.20.12.5 when this Agreement expires or terminates (provided, upon expiration or termination of this Agreement, any deposit monies not applied under this Agreement against charges payable by CLEC shall be refunded to CLEC by SBC-AMERITECH);

19.20.12.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, SBC-AMERITECH shall credit any cash deposit to CLEC's account so long as SBC-AMERITECH has not sent to CLEC more than one delinquency notification letter under this Agreement during the most recent twelve (12) months; or

19.20.12.7 upon mutual agreement of the Parties.

19.20.13 Assuming that the previous payment and credit history of a Party (a "**Requesting Party**") justifies doing so, upon request the other Party (the "**Acknowledging Party**") will issue a written acknowledgement that the Requesting Party

satisfies the condition that the Requesting Party does not have a proven history of late payments and that it has established a minimum of twelve consecutive months good credit history with the Acknowledging Party. Such an acknowledgement, whenever given, shall not be barred by Article XXXIV, (“Entire Agreement”), below, and shall be enforceable pursuant to its own terms. Such an acknowledgement shall not be required in order for a Party to meet the conditions necessary to avoid imposition of a deposit requirement under this Agreement, assuming it otherwise meets the conditions.

19.21 Expenses. Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses related to the matters covered by this Agreement.

ARTICLE XX

PROPRIETARY INFORMATION

20.0 Proprietary Information.

20.1 Definition of Proprietary Information.

20.1.1 **“Proprietary Information”** means:

- (a) all proprietary or confidential information of a Party (a “**Disclosing Party**”) including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, employee records, financial reports, market data, 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, graphic, electromagnetic, or other tangible form is marked “Confidential” or “Proprietary” or by other similar notice or if oral or visual, is identified as “Confidential” or “Proprietary” at the time of disclosure; or communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) days following such disclosure; and
- (b) any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subsection (a) above, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as “**Derivative Information**”).

20.0.1 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. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) days after the information is disclosed. The Receiving Party shall, from that time forward, treat such information as Proprietary Information.

20.0.2 Notwithstanding the requirements of this **Article XX**, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed "**Proprietary Information**."

20.2 Disclosure and Use.

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

- (a) all Proprietary Information communicated, whether before, on or after the Effective Date, to it or any of its contractors, consultants or agents ("**Representatives**") in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided that such Receiving Party or Representative shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- (b) it will not, and it will not permit any of its employees, Affiliates or Representatives to disclose such Proprietary Information to any third person;
- (c) it will disclose Proprietary Information only to those of its employees, Affiliates and Representatives who have a need for it in connection with the use or provision of services required to fulfill this Agreement; and
- (d) it will, and will cause each of its agents, employees, Affiliates and Representatives to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

20.0.1 A Receiving Party may disclose Proprietary Information of a Disclosing Party to its Representatives who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any Representative, such Party shall notify such Representative of such person's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be responsible for any breach of this Agreement by any of its

Representatives and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its Representatives from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to a Representative of the Receiving Party without the prior written authorization of the Receiving Party.

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

20.0.3 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 an agent, employee representative or Affiliate of the 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 no reasonable basis on which to inquire as to whether or not such information was subject to a confidentiality agreement at the time such information was acquired; or
- (e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with Section 20.3.

20.3 Government Disclosure.

20.3.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure: (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as

soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed, and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

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

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

20.3.4 Notwithstanding any of the foregoing, a Receiving Party shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to the Receiving Party's activities under the Act. The Receiving Party need not provide prior written notice of such disclosure to the Disclosing Party if the Receiving Party has obtained an appropriate order for protective relief from regulatory agencies permitted by law to issue an order for protective relief, or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

20.4 Ownership.

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

20.4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the 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 (including any applicable Transition Period).

20.4.3 The Receiving Party may at any time either return to the Disclosing Party or destroy Proprietary Information.

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

20.4.5 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

20.4.6 Each Party has the right to refuse to accept any Proprietary Information under this Agreement, and nothing herein shall obligate either Party to disclose to the other Party any particular information.

ARTICLE XXI **TERM AND TERMINATION**

21.0 Term and Termination.

21.1 Effective Date, Term, and Termination.

21.1.1 Unless this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252 of the Act, then the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. If this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252, then the Effective Date shall be the date upon which the Commission approves the Agreement under the Act, or absent such commission approval the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

21.1.2 The expiration date shall be September 19, 2004 (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement shall automatically remain in full force and effect, unless a Party delivers written notice, at least two hundred and seventy (270) days prior to the expiration of the Initial Term, to the other Party of its election not to renew this Agreement.

21.1.3 In the event that neither Party delivers written notice at least two hundred and seventy (270) days prior to the expiration date of the Initial Term of its election not to renew this Agreement, the Agreement will remain in full force and effect until it is replaced with a successor agreement, terminated or expires, pursuant to subsequent notice provided by either Party. Such subsequent notice to renegotiate or terminate the Agreement may be given by either Party at any time after the expiration of the Initial Term provided, however, that the effective date of the termination, expiration, or replacement of the existing Agreement with a successor agreement pursuant to this subsequent notice shall be no sooner than two hundred and seventy (270) days after the receipt of the notice, unless a different date is mutually agreed upon by the Parties. If negotiations for a successor agreement are not complete within such two hundred and seventy (270) day period, then the rates, terms and conditions of this Agreement shall continue in full force and effect in accordance with Section 21.1.5, below.

21.1.4 If either Party serves notice pursuant to Sections 21.1.2 or 21.1.3, CLEC shall have thirty (30) days to provide SBC-AMERITECH with written confirmation of whether CLEC wishes to pursue a successor agreement with SBC-AMERITECH or terminate its agreement. If CLEC wishes to pursue a successor Agreement with SBC-AMERITECH, CLEC shall attach to its written confirmation, a written request to commence negotiations with SBC-AMERITECH under Sections 251/252 of the Act.

Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

21.1.5 The rates, terms and conditions of this Agreement shall continue in full force and effect until, in accordance with the terms of this Article, a successor agreement is reached. If CLEC elects not to pursue a successor agreement with SBC-AMERITECH, the rates, terms and conditions of this Agreement shall continue in full force and effect until this Agreement expires or is terminated, provided, however, that both Parties will cooperate in the provision of Transitional Support as required by Section 21.3.

21.1.6 If at any time during the Section 252(a)(1) negotiation process, CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with SBC-AMERITECH. If CLEC does not include in its notice of withdrawal either a request to establish a successor agreement under Section 252(i) of the Act or an affirmative statement that CLEC does not wish to pursue a successor agreement with SBC-AMERITECH, then its Agreement with SBC-AMERITECH will expire at the end of the Initial Term if the Section 252(a)(1) request is made during the Initial Term. If the Section 252(a)(1) request is made after the Initial Term, then the Agreement with SBC-AMERITECH will continue in full force and effect for a period of one hundred and twenty (120) days after the date CLEC provides the notice of withdrawal of its Section 252(a)(1) request, unless CLEC provides SBC-AMERITECH with notice of a Section 252(i) adoption in the interim.

21.1.7 If CLEC does not affirmatively confirm within thirty (30) days of a notice given by either Party pursuant to Sections 21.1.2 or 21.1.3 of this Article that it wishes to pursue a successor agreement with SBC-AMERITECH, then its Agreement with SBC-AMERITECH will expire either: (i) at the end of the Initial Term, or (ii) if the Initial Term has ended, after a period of one hundred and twenty (120) days from the date thirty (30) days after such notice is given.

21.1.8 CLEC may terminate any service(s), Interconnection or Network Element(s) provided under this Agreement upon thirty (30) days prior written notice to SBC-AMERITECH, unless a different notice period or different conditions are specified in this Agreement for termination of such service(s), Interconnection, or Network Element(s), in which event such specific period and conditions shall apply.

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

21.3 Transitional Support.

21.3.1 In the event of the expiration or termination of this Agreement for any reason, or in the event of a withdrawal of a Section 252(a)(1) request under Section 21.1.6, each Party agrees to maintain the level and quality of services still being provided by it as of the date of termination or expiration of this Agreement (“Transition Date”), and to cooperate reasonably in an orderly and efficient transition to a successor provider.

21.3.2 Each Party agrees to furnish services during a period of up to one-hundred and eighty (180) days (or such longer period as may be agreed upon by the Parties) after the Transition Date (“Transition Period”) on terms and conditions and at charges that are the same as those in effect upon the Transition Date. During the Transition Period, SBC-AMERITECH and CLEC will cooperate in good faith to effect an orderly transition of service under this Agreement. SBC-AMERITECH and CLEC agree to exercise their respective reasonable efforts to avoid or minimize service disruptions or degradation in services during such transition.

21.4 Payment Upon Expiration or Termination.

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

ARTICLE XXIII **CANCELLATION CHARGES**

23.0 Cancellation Charges.

23.1 Cancellation Charges. Except as otherwise provided in this Agreement, 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

24.0 Severability.

24.1 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. 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

25.0 Indemnification.

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

- (a) any Loss to a third person arising out of the negligent acts or omissions, or willful misconduct (“**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 Indemnified Party’s use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits (“**Claims**”), claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party’s own communication.

The foregoing includes any Losses arising from disclosure, by the Indemnifying Party, in violation of Applicable Law, of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Network Elements provided on an unbundled basis, functions, facilities, products or services provided under this Agreement or disclosure otherwise committed by the Indemnifying Party or at the Indemnifying Party’s direction;

- (c) any and all penalties imposed upon the Indemnifying Party’s failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (“**CALEA**”) and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any

equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and

- (d) any Loss arising from such Indemnifying Party's failure to comply with Applicable Law.

25.2 A Party (for purposes of this **Section 25.2** the “**Reimbursing Party**”) shall reimburse the other Party (for purposes of this **Section 25.2** the “**Reimbursed Party**”) for property damage to the Reimbursed Party’s facilities to the extent such damage is caused by the acts or omissions of the Reimbursing Party, its agents, contractors or employees.

25.3 Intellectual Property Liability and Indemnification. The parties’ indemnification obligations with respect to intellectual property are contained in **Article XXX, Section 30.12.**

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

26.0 Limitation of Liability.

26.1 Limited Responsibility. Each 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.

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

26.3 Limitation of Damages. Except for payments required under Article XXXII Performance Measurements, and except for indemnity obligations under Article XXV, each 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 Combination 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.

26.4 Limitations in Tariffs. Each 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 that such other Party included in its own tariffs at the time of such Loss.

26.5 Consequential Damages. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including 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. For purposes of this Section 26.5, amounts due and owing to CLEC, if any, pursuant to the Article related to Performance Standards, Measurements and Penalties and the appendices referenced in that Article, shall not be considered to be Consequential Damages.

26.6 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**

27.0 Billing.

27.1 Introduction.

27.1.1 This **Article XXVII** sets forth the terms and conditions on which the Parties shall bill all charges the Parties incur as a result of purchasing Network Elements, Resold Services or Interconnection functions, facilities, products and services, as set forth in this Agreement.

27.1.2 Charges for the relevant services billed under this **Article XXVII** are set forth herein, in the **Pricing Schedule** and in applicable tariffs or contracts referenced in this Agreement.

27.2 Billing Information and Charges.

27.2.1 SBC-AMERITECH will bill in accordance with this Agreement those charges CLEC incurs under this Article; e.g., charges for Resale services, Network Elements, Ancillary Services, and Interconnection. Each bill's charges will be formatted in accordance with CABS for charges for Network Elements ordered by CLEC and for Interconnection charges, or in accordance with Customer Records Information System (“CRIS”) format for Resale services. If there are no industry-standard billing formats for the billing of another service provided under this Agreement, the billing format for such service will be determined by mutual agreement of the Parties. SBC-AMERITECH shall provide information on the invoices for each Billing Account Number (“BAN”) sufficient to enable CLEC to identify for the Resale services or Network Elements being billed, the type of service ordered by CLEC and the usage to which the billed charges apply. Each CRIS bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to CLEC. Each CABS bill will include a Customer Service Record (“CSR”) and will set forth: (a) the quantity and description of each Network Element provided to CLEC, or (b) the usage and applicable rates billed for Interconnection.

27.2.1.1 SBC-AMERITECH agrees to accept, process and pay all bill invoices submitted by CLEC that are not CABS-compliant until such time as CLEC completes the conversion of the paper bill process in use as of April 1, 2000 to a CABS compliant process. CLEC shall use its reasonable best efforts to complete this conversion by January 1, 2001.

27.2.2 SBC-AMERITECH will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC pursuant to this Agreement. Each bill provided by SBC-AMERITECH to CLEC will include: (1) all non-

usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in Section 27.2.3 below, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in Section 27.2.3, below, and (5) any known unbilled adjustments, providing they shall not exceed the periods set forth in Section 27.2.3, below, and (6) any Customer Service Record (“CSR”) for all recurring flat-rated charges.

27.2.2.1 SBC-AMERITECH shall bill CLEC for each Unbundled Network Element, Resold Service or Interconnection facilities, products or services supplied by SBC-AMERITECH to CLEC pursuant to this Agreement at the rates prescribed by this Agreement. SBC-AMERITECH will bill CLEC based on the actual charges incurred; provided, however, for those usage-based charges where actual charge information is not determinable by SBC-AMERITECH, the Parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based charges shall be in actual conversation seconds, or fraction thereof, measured in one tenth (1/10) of one second increments. For purposes of billing charges, total conversation seconds, or fractions thereof, per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute.

27.2.2.2 CLEC may request that certain categories of charges be included in separate bills, for which CLEC will designate different billing addresses.

27.2.2.3 Except as otherwise specified in this Agreement, each Party shall be responsible for: (a) all costs and expenses it incurs in complying with its obligations under this Agreement, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure that it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

27.2.2.4 Each Party shall provide the other Party, at no additional charge, a contact person to address billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Article XXVII.

27.2.2.5 SBC-AMERITECH shall recognize CLEC as the customer of record for all Resold Service and will send all notices, bills and other pertinent information directly to CLEC, unless CLEC specifically requests otherwise. The bill will include sufficient data to enable CLEC to reconcile the billed charges with the recorded call information furnished in accordance with the requirements of Section 27.10 of this Agreement.

27.2.3 A Party may send bills to the other Party containing amounts found to be unbilled or underbilled (“Backbill(s)”), as follows:

27.2.3.1 Except as provided in Section 27.2.3.5 below, for erroneous failure to bill or underbilling of any charges incurred by a Party under this Agreement, the billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to one hundred and twenty (120) days prior to the Backbill date. For the purposes of this Section 27.2.3, charges shall be deemed incurred for: (i) services charged on a usage-sensitive basis, upon the recording of such usage, and (ii) all other services, upon the first day of the billing cycle in which the billed Party used such service; or

27.2.3.2 For failure to bill or underbilling where data exchange with third party carriers is required, the billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to one hundred and twenty (120) days prior to the Backbill date; or

27.2.3.3 Where a billing Party is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, the billing Party may submit to the billed Party, up to one hundred and twenty (120) days after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or tariff (each such date hereinafter referred to as a “Governmental Requirement Date”), a Backbill for charges incurred by the billed Party as a result of, and since the applicable Governmental Requirement Date; or

27.2.3.4 Except as provided in Section 27.2.3.5 below, neither Party will be liable for charges contained in Backbills that are sent outside the time periods defined in Section 27.2.3.1 through Section 27.2.3.3.

27.2.3.5 A billing Party may send Backbills outside of the time periods defined in Section 27.2.3.1 through Section 27.2.3.3, but otherwise subject to the limitations in this Agreement applicable to billing disputes, for charges incurred by the billed Party where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of the billed Party, and the billed Party shall be liable for such Backbilled charges. Where such failure to bill or underbilling is caused in part by the billed Party and in part by the billing Party, the Parties may agree upon other time periods for Backbilling.

27.2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems, including those arising from the Official Bill, that may arise during the implementation and performance of the terms and conditions of this Article.

27.2.4.1 Official Bill is the bill sent by the billing Party in a mechanized format and paper bills are “official” only when the established billing for a service is not in a mechanized format.

27.2.5 For CABS-billed services, SBC-AMERITECH will assign to CLEC a separate Billing Account Number (“**BAN**”) per each type of service (e.g., connectivity) per LATA.

27.2.6 For Resale services, SBC-AMERITECH will assign to CLEC a separate BAN per Regional Accounting Office (“**RAO**”) for consumer or residential and a separate BAN per RAO for business.

27.3 Issuance of Bills.

27.3.1 The Parties will issue all bills in accordance with the terms and conditions set forth in this Section. Each Party will establish monthly billing dates (Bill Date) for each BAN, which Bill Date will be the same day month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. As applicable to CABS, each Party will provide one invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Article), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

27.3.2 All bills that are in CABS format, shall contain billing data and information in accordance with CABS Version 31.0 or such later versions of CABS as are published by Telcordia Technologies, Inc., or its successor. To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.

27.3.3 If either Party requests an additional copy(ies) of a bill, the requesting Party will pay the other Party a reasonable fee per additional copy(ies), unless such copy(ies) was requested due to errors, omission or corrections, or the failure of the original transmission to comply with the specifications set forth in this Article.

27.3.4 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. The Parties will provide one another reasonable (within three (3) business days) notice if a billing transmission is received that does not meet the specifications in this Article. Such transmission will be corrected and resubmitted to the billed Party, at the billing Party’s sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty

(20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Article.

27.4 Electronic Transmissions.

27.4.1 At CLEC's request, SBC-AMERITECH will transmit billing information and data via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. CLEC data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SBC-AMERITECH has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. When electronic transmission is established by mutual agreement, SBC-AMERITECH must provide CLEC/Alpharetta its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. CLEC's Connect:Direct Node ID is "NDMATT4" and VTAM APPL ID is "NDMATT4" and must be included in SBC-AMERITECH's Connect:Direct software. CLEC will supply to SBC-AMERITECH its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

27.4.2 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	SBC-AMERITECH Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	thru 31 (Bill Period) (optional) Or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

27.5 Tape Or Paper Transmissions.

27.5.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect:Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by CLEC and SBC-AMERITECH). Billing information and data contained on magnetic tapes or paper for payment will be sent to the Parties at the locations below, unless other locations are designated by the respective Party. The Parties acknowledge that all tapes transmitted to the other Party via US Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

	TO CLEC	TO SBC-AMERITECH
Tape Transmissions via U.S. Mail:	ICG Telecom Group, Inc. 161 Inverness Dr. Englewood, CO 80112 Attn: General Counsel	<u>TO BE PROVIDED</u>
Tape Transmissions via Overnight Delivery:	ICG Telecom Group, Inc. 161 Inverness Dr. Englewood, CO 80112 Attn: General Counsel	<u>TO BE PROVIDED</u>
Paper Transmissions via U.S. Mail:	ICG Telecom Group, Inc. 161 Inverness Dr. Englewood, CO 80112 Attn: General Counsel	<u>TO BE PROVIDED</u>
Paper Transmissions via Overnight Delivery:	ICG Telecom Group, Inc. 161 Inverness Dr. Englewood, CO 80112 Attn: General Counsel	<u>TO BE PROVIDED</u>

27.5.2 Each Party will adhere to tape packaging practices that will prevent data damage.

27.5.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be one hundred percent (100%) tested at twenty percent (20%) or better "clipping" level with full width certification and permanent error free at final inspection. CLEC reserves the right to destroy a tape that has been determined to have unrecoverable errors. CLEC also reserves the right to replace a tape with one of equal or better quality.

27.5.4 For CABS, billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS	SECAB
Record Length	225 bytes (fixed length)	250 bytes (fixed length)
Blocking factor	84 records per block	84 records per block
Block size	18,900 bytes per block	18,900 bytes per block
Labels	Standard IBM Operating System	Standard IBM Operating System

27.5.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. LEC's name, address, and contact shall appear on the flat side of the cartridge or reel.

27.5.6 Billing tape labels will conform to the following OBF standards, as the same may change from time to time. Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

27.6 Testing Requirements.

27.6.1 At least ninety (90) days prior to either Party sending a mechanized CABS bill for the first time via electronic transmission, or tape; or at least thirty (30) days prior to either Party changing mechanized formats; or at least ninety (90) days prior to either Party changing transmission mediums (e.g., from paper to mechanized), the billing Party will send bill data in the mechanized format according to this Article, for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Article. SBC-AMERITECH shall also provide to CLEC's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30302, the LEC's originating or state level company code so that it may be added to CLEC's internal tables at least thirty (30) calendar days prior to testing or a change in the LEC's originating or state level company code. CLEC will notify SBC-AMERITECH within the time period agreed to by the Parties if billing transmission testing fails to meet CABS/BOS specifications. SBC-AMERITECH shall make the necessary corrections within the time period agreed to with CLEC to ensure that billing transmissions testing meet CABS/BOS specifications. SBC-AMERITECH shall not send CLEC a mechanized CABS bill for Network Elements (except for testing) until such bills meet CABS/BOS specifications.

27.6.2 After receipt of the test data the Party receiving the data will notify the Party sending the data if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, the Party sending the data will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to either Party sending a mechanized production bill for the first time via electronic transmission. Thereafter, the billing Party may begin sending the billed Party mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

27.6.3 For Resale services, during the testing period, SBC-AMERITECH shall transmit to CLEC Connectivity Billing data and information via paper transmission. Test tapes shall be sent to CLEC at the following location:

Test Tapes:	ICG Telecom Group, Inc. 161 Inverness Dr. Englewood, CO 80112 Attention: General Counsel
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27.7 Additional Requirements.

27.7.1 If SBC-AMERITECH transmits data in a mechanized format, SBC-AMERITECH will comply with the following specifications which are not contained in

CABS or EDI/BOS guidelines but which are necessary for CLEC to process billing information and data:

- (a) The BAN will not contain embedded spaces or low values.
- (b) The Bill Date will not contain spaces or non-numeric values.
- (c) Each bill must contain at least one detail record.
- (d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
- (e) The invoice number must not have embedded spaces or low values.

27.8 Bill Accuracy Certification.

27.8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, SBC-AMERITECH will be responsible and accountable for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, SBC-AMERITECH agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by CLEC under this Agreement. Accordingly, at CLEC's option on a connectivity by connectivity basis, CLEC and SBC-AMERITECH agree for the purposes of this Agreement to jointly develop a process and methodology for bill certification.

27.9 Meetpoint Billing – Facilities Based.

27.9.1 CLEC and SBC-AMERITECH will establish and maintain meet-point billing (“**MPB**”) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF’s MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (“**NECA**”) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.

27.9.2 CLEC and SBC-AMERITECH will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.

27.9.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, and carrier identification code (“**CIC**”) of the Interexchange Carriers (“**IXCs**”) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis, in the format and via the medium that the Parties agree. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.

27.9.4 SBC-AMERITECH and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in this Article. SBC-AMERITECH and CLEC will coordinate and exchange the billing account reference (“**BAR**”) and billing account cross reference (“**BACR**”) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

27.9.5 Each Party will provide access usage records (“**AURs**”) to the other Party within ten (10) business days of the recording. The initial billing company will provide the summary usage records (“**SURs**”) to the subsequent billing company within ten (10) business days of sending initial billing company bills to the IXC. Neither Party will compensate the other for this record exchange. The details of record exchange are set forth in Section 27.10 of this Article XXVII.

27.9.5.1 The subsequent billing company will provide the initial billing company with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred. The subsequent billing company will send such data to the location specified by the initial billing company.

27.9.5.2 The initial billing company will provide the subsequent billing company with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly. The initial billing company will send such data to the location specified by the subsequent billing company.

27.9.6 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

27.10 Recording. The Parties shall record call information in accordance with this subsection. To the extent technically feasible, the Parties shall record all available call detail information associated with calls originated or terminated to the other Party.

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

27.10.1.1 SBC-AMERITECH will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SBC-AMERITECH.

27.10.1.2 Assembly and editing will be performed on all IXC transported messages recorded by SBC-AMERITECH, during the billing period established by SBC-AMERITECH and selected by CLEC. Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SBC-AMERITECH and provided to CLEC.

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

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

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

27.10.3 SBC-AMERITECH will provide CLEC valid lists and ongoing updates of all carrier identification codes (“CIC”) and associated billing information for each SBC-AMERITECH tandem to insure accurate billing in accordance with guidelines adopted by and contained in the Ordering and Billing Forum’s MECAB and MECOD documents.

27.10.4 Each EMR record transmitted by one Party to the other Party will contain a CIC.

27.10.4.1 If SBC-AMERITECH does not have a CIC for a local exchange carrier, CLEC or IXC for whom SBC-AMERITECH must transmit to CLEC Connectivity Billing records or information pursuant to this Article XXVII, SBC-AMERITECH will assist such carrier in obtaining a CIC expeditiously. Until such carrier obtains a CIC, SBC-AMERITECH will use SBC-AMERITECH’s CIC on records for billing and payment submitted to CLEC with respect to such carrier. SBC-AMERITECH will obtain reimbursement for the respective charges from the appropriate carrier.

27.10.4.2 If CLEC does not have a CIC for a local exchange carrier, CLEC or IXC for whom CLEC must transmit to SBC-AMERITECH Connectivity Billing records or information pursuant to this Article XXVII, CLEC will assist such carrier in obtaining a CIC expeditiously. Until such carrier obtains a CIC,

CLEC will use CLEC's CIC on records for billing and payment submitted to SBC-AMERITECH with respect to such carrier. CLEC will obtain reimbursement for the respective charges from the appropriate carrier.

27.10.5 Each Party shall provide the other Party, at no additional charge, a contact person for resolving any data exchange problems.

27.10.6 If, despite timely notification by one Party, the other Party fails to provide message detail due to loss, as a direct result of the other having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, the Party failing to provide data ("non-providing Party") will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the non-providing Party's liability to the other Party shall be limited to one of the following two alternatives, from which the other Party may choose:

- 1) the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail; or
- 2) a direct reimbursement for such amount of estimated net lost revenue.

27.11 Mutual Compensation.

27.11.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement in the **Pricing Schedule** and in accordance with Section 27.11.5, below.

27.11.2 In SBC-AMERITECH, billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry processes for mutual compensation, as described in Section 27.3.2, preceding.

27.11.3 Where a procedure has not already been set forth in this Article, the Parties will work cooperatively to establish, not later than thirty (30) days after the Effective Date of the Agreement, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.

27.11.4 When CLEC is a local switch network element customer of SBC-AMERITECH, SBC-AMERITECH will calculate a third party switch originated mutual compensation statewide average revenue per access line which will be multiplied

by CLEC's switch port count to arrive at CLEC's compensation for terminating traffic originated from a third party. SBC-AMERITECH will calculate each month's statewide average revenue/access line using that month's mutual compensation summary data and apply to each CLEC switch port in service to arrive at that month's compensation.

27.11.5 When CLEC is a local switch network element customer of SBC-AMERITECH, provision of records by SBC-AMERITECH for mutual compensation will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000, or as otherwise agreed to by the Parties.

27.12 Payment of Charges.

27.12.1 Subject to the terms of this Agreement, including but not limited to Section 28.2 and Section 28.3, CLEC and SBC-AMERITECH will pay each other all rates and charges due and owing under this Agreement within thirty (30) calendar days from the Bill Date of an invoice or within twenty (20) calendar days from the date on which an invoice is received, whichever is later (the "Bill Due Date"); provided, the paying Party shall notify the billing Party in writing before the earlier of the two dates if it intends to avail itself of the "20 days from receipt" option. If the Bill Due Date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the Bill Due Date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.

27.12.2 Each Party shall make all Payments in U.S. Dollars to the other Party via electronic funds credit transfers through the Automated Clearing House Association ("ACH") network to the financial institution designated by the Party receiving the payment. At least thirty (30) days prior to the first transmission of billing data and information for payment, SBC-AMERITECH will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. CLEC and SBC-AMERITECH shall abide by the National Automated Clearing House Association ("NACHA") Rules and Regulations. Each ACH credit transfer shall be received by the billing Party no later than the applicable Bill Due Date of each bill or interest will apply as provided in Section 27.13 below. The Party receiving payment shall not be liable for any delays in receipt of funds or errors in entries caused by the paying Party or third parties, including the paying Party's financial institution. The paying Party is responsible for its own banking fees. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.

27.12.2.1 SBC-AMERITECH and CLEC shall provide each other with remittance advices, providing detailed account information for proper

application of the payment made by the paying Party. The remittance advice shall be transmitted electronically by 1:00 A.M. Eastern Time on the date the payment is effective, via an 820 EDI process, or, if the Parties agree, through the ACH network. Such process shall be utilized by the Parties beginning no later than three (3) months after the Effective Date of this Agreement, unless otherwise agreed between the Parties.

27.12.2.2 In the event CLEC receives multiple and/or other bills from SBC-AMERITECH that are payable on the same date, CLEC may remit one payment for the sum of all such bills payable to SBC-AMERITECH's bank account designated pursuant to Section 27.12.2 and CLEC will provide SBC-AMERITECH with a payment advice pursuant to Section 27.12.2.1.

27.13 Late Payment Charges. If either Party fails to remit payment for any charges for services by the applicable due date, or if a payment or any portion of a payment is received by the billing Party from the paying Party after the applicable due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the billing Party as of the due date (individually and collectively, “**Past Due**”), then interest shall be assessed as follows in Sections 27.13.1 and 27.13.2, as applicable. No other late payment fee or charge applies to overdue amounts.

27.13.1 If any charge incurred under this Agreement is past due (including prior months’ unpaid interest charges), such unpaid amounts shall bear interest from the applicable due date until paid. The interest rate applied to Past Due unpaid amounts billed out of any billing system other than the SBC-AMERITECH Customer Records Information System (“**CRIS**”) shall be the lesser of: (i) the rate used to compute the Late Payment Charge contained in the SBC-AMERITECH intrastate Michigan access services Commission-approved tariff, and (ii) the highest rate of interest that may be charged under applicable law, compounded daily from the applicable due date to and including the date that the payment is actually made and available.

27.13.2 If any charge incurred under this Agreement that is billed out of SBC-AMERITECH's CRIS is past due (including prior months’ unpaid interest charges), such unpaid amounts shall bear interest from the applicable due date until paid. The interest rate applied to SBC-AMERITECH CRIS-billed Past Due unpaid amounts shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the SBC-AMERITECH Indiana intrastate retail Commission-approved tariff governing Late Payment Charges to SBC-AMERITECH's retail end users that are business end users, and (ii) the highest rate of interest that may be charged under applicable law, compounded daily from the applicable due date to and including the date that the payment is actually made and available.

27.14. Termination for Nonpayment and Procedures for Disconnection.

27.14.1 Either Party may terminate this Agreement in the event of a Party's refusal or failure to pay all or any portion of any amount required to be paid to the

other Party as and when due; provided, however, that the Party allegedly due payment: (1) notifies the other Party in writing of the amounts due pursuant to the notice provisions of this Agreement, (2) uses any dispute resolution process permitted under Section 28.3, (3) obtains a favorable final, nonappealable and nonreviewable ruling in that process, and (4) does not receive payment within thirty (30) calendar days of the date on which such ruling becomes nonappealable and nonreviewable.

27.14.2 Pending the resolution of any dispute raised in accordance with Section 28.3 of this Agreement, whether by settlement or by final and nonappealable arbitration award, ruling, order or judgment, each Party shall continue to perform all of its obligations under this Agreement, and shall not, based upon an act or omission that is the subject of the dispute that is pending resolution, exercise any right of termination or disconnection under this Section 27.14, unless otherwise directed by the other Party. Notwithstanding the foregoing, SBC-AMERITECH may disconnect Resale and/or UNE services provided under this Agreement for nonpayment, as set forth below.

27.14.3 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to SBC-AMERITECH for Resale and/or UNE services provided under this Agreement as and when due and payable and has not presented a dispute under Section 28.2 of this Agreement, the procedures for notice and disconnection as set forth in Sections 27.14.6 through 27.14.14, below shall apply.

27.14.4 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to SBC-AMERITECH for Resale and/or UNE services provided under this Agreement as and when due and payable and has presented a dispute as to those amounts (the “Previously Disputed Amounts”) under Section 28.2.2 of this Agreement, but neither Party has sought or requested Formal Dispute Resolution under Section 28.3.3 of this Agreement, within sixty (60) days of the date of the letter initiating informal dispute resolution under Section 28.2.2 (the “Informal Dispute Period”), then SBC-AMERITECH shall notify CLEC and the Commission that unless the Previously Disputed Amounts are paid within sixteen (16) calendar days, the resale services and/or network elements furnished to CLEC under this Agreement for which the Previously Disputed Amounts are outstanding (i.e. delinquent) shall be disconnected. This notice shall further specify that any of CLEC’s Resale end users that will be affected by such disconnection shall be caused to be defaulted to SBC-AMERITECH local service. On the same day it sends the notice letter required by this Section 27.14.4, SBC-AMERITECH will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement. Furthermore, the provisions of Sections 27.14.8 through 27.14.14 shall apply, but Sections containing specific time periods relative to the obligations shall be modified as follows:

- (i) In Section 27.14.8, the phrase “forty (40) calendar days past the due date of the undisputed Unpaid Charges” shall be modified to read

“forty (40) days past the expiration of the 60-day Informal Dispute Period;”

- (ii) In **Section 27.14.9**, the phrase “forty-five (45) calendar days past the due date of such Unpaid Charges” shall be modified to read “forty-five (45) days past the expiration of the 60-day Informal Dispute Period;”
- (iii) In **Section 27.14.10**, the parenthetical “(fifty (50) calendar days past the due date for such undisputed Unpaid Charges)” shall be deleted;
- (iv) In **Section 27.14.11**, the parenthetical “(eighty (80) calendar days past the due date for CLEC’s undisputed Unpaid Charges)” shall be deleted.
- (v) Further, **Sections 27.14.8 through 27.14.14** shall be modified to read “Previously Disputed Amounts” where the phrase “Unpaid Charges” is found.

27.14.5 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to SBC-AMERITECH for Resale and/or UNE services provided under this Agreement as and when due and payable following the conclusion of any Formal Dispute Resolution process initiated by a Party or employed by the Parties pursuant to **Section 28.3.3** below, then, no sooner than fifteen (15) days after the Formal Dispute Resolution process has concluded, SBC-AMERITECH shall notify CLEC and the Commission that unless the amounts required to be paid to SBC-AMERITECH following the conclusion of the Formal Dispute Resolution process (“**FDR Amounts**”) are paid within sixteen (16) calendar days, the resale services and/or network elements furnished to CLEC under this Agreement for which the FDR Amounts are outstanding (i.e. delinquent) shall be disconnected. This notice shall further specify that any of CLEC’s Resale end users that will be affected by such disconnection shall be caused to be defaulted to SBC-AMERITECH local service. On the same day it sends the notice letter required by this **Section 27.14.5**, SBC-AMERITECH will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement. For purposes of this **Section 27.14.5**, “conclusion” of the Formal Dispute Resolution process initiated by a Party or employed by the Parties pursuant to **Sections 28.3**, above shall occur on the day any ruling, order or award in that process becomes final and nonappealable. Furthermore, the provisions of **Sections 27.14.8 through 27.14.14** shall apply, but Sections containing specific time periods relative to the obligations shall be modified as follows:

- (i) In **Section 27.14.8**, the phrase “forty (40) calendar days past the due date of the undisputed Unpaid Charges” shall be modified to read “forty (40) days past the conclusion of the Formal Dispute Resolution process;”

- (ii) In **Section 27.14.9**, the phrase “forty-five (45) calendar days past the due date of such Unpaid Charges” shall be modified to read “forty-five (45) days past the conclusion of the Formal Dispute Resolution process;”
- (iii) In **Section 27.14.10**, the parenthetical “(fifty (50) calendar days past the due date for such undisputed Unpaid Charges)” shall be deleted;
- (iv) In **Section 27.14.11**, the parenthetical “(eighty (80) calendar days past the due date for CLEC’s undisputed Unpaid Charges)” shall be deleted.
- (v) Further, **Sections 27.14.8 through 27.14.14** shall be modified to read “FDR Amounts” wherever the phrase “Unpaid Charges” is found.

27.14.6 If CLEC fails to pay when due, any and all charges, including any applicable interest, that are billed to CLEC for resale services and network elements furnished under this Agreement and are not disputed under **Section 28.2.2** (“Unpaid Charges”), and any portion of such Unpaid Charges remain unpaid after the due date, SBC-AMERITECH shall notify CLEC in writing that in order to avoid having service disconnected, CLEC must remit all such Unpaid Charges to SBC-AMERITECH. With respect to resale services and network elements, SBC-AMERITECH will notify CLEC that such Unpaid Charges remain unpaid fifteen (15) calendar days after the due date and that CLEC must remit payment within fourteen (14) calendar days from CLEC receipt of SBC-AMERITECH’s notice, except as otherwise provided in **Section 28.2.2**, governing bona fide billing disputes of unpaid amounts. No payment made by CLEC following notice by SBC-AMERITECH as provided in this Section shall prejudice or otherwise adversely affect CLEC’s right to dispute the Unpaid Charges, once paid, pursuant to **Section 28.2.1**, below.

27.14.7 If any undisputed Unpaid Charges for resale services or network elements remain unpaid twenty-nine (29) calendar days past the due date of such Unpaid Charges, SBC-AMERITECH shall notify CLEC and the Commission that unless all such Unpaid Charges are paid within sixteen (16) calendar days, the resale services and network elements furnished to CLEC under this Agreement for which undisputed Unpaid Charges are outstanding (i.e., delinquent) shall be disconnected. This notice shall further specify that for any of CLEC's Resale end Users whose local service will be so disconnected, SBC-AMERITECH shall cause such Resale end Users to be defaulted to SBC-AMERITECH local service. On the same day that it sends the letter required by this **Section 27.14.7**, SBC-AMERITECH will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement.

27.14.8 If any undisputed Unpaid Charges for resale services or network elements remain unpaid forty (40) calendar days past the due date of the undisputed Unpaid Charges, CLEC shall, at its sole expense, notify its end users and the Commission that the end users' service will be disconnected due to CLEC's failure to pay such Unpaid Charges, and that its end users must affirmatively select a new Local Service Provider within five (5) calendar days of the notice date. This notice shall also advise CLEC's Resale end users that SBC-AMERITECH may assume the end user's account at the end of the five (5) calendar day period should the end user fail to select a new Local Service Provider in the interim.

27.14.9 If any undisputed Unpaid Charges for resale services or network elements furnished to CLEC under this Agreement remain unpaid forty-five (45) calendar days past the due date of such Unpaid Charges, SBC-AMERITECH shall disconnect the resale services or network elements for which such undisputed charges remain unpaid. On the same date that such resale services are disconnected, SBC-AMERITECH shall cause Resale end users of the services disconnected in accordance with this Section that have not selected another local service provider to be transferred directly to SBC-AMERITECH's local service. To the extent available at retail from SBC-AMERITECH, the Resale end users transferred to SBC-AMERITECH's local service shall receive the same services provided through CLEC immediately prior to the time of transfer. SBC-AMERITECH shall inform the Commission of the names of all Resale end users transferred through this process. Applicable conversion charges and service establishment charges prescribed by this Agreement for transferring Resale end users from CLEC to SBC-AMERITECH as specified in this **Section 27.14.9** shall be billed to, and paid by, CLEC.

27.14.10 Within five (5) calendar days after the transfer (fifty (50) calendar days past the due date for such undisputed Unpaid Charges), SBC-AMERITECH shall notify all transferred Resale end users that because of CLEC's failure to pay SBC-AMERITECH, their local service is now being provided by SBC-AMERITECH. SBC-

AMERITECH shall also notify each transferred Resale end user that the Resale end user has thirty (30) calendar days to select a new Local Service Provider.

27.14.11 If any Resale end user transferred to SBC-AMERITECH's local service pursuant to Section 27.14.9 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to SBC-AMERITECH's local service (eighty (80) calendar days past the due date for CLEC's undisputed Unpaid Charges), SBC-AMERITECH shall terminate that Resale end user's service. SBC-AMERITECH shall notify the Commission of the names of all such end users whose service has been terminated pursuant to this Section 27.14.11. The transferred Resale end user shall be responsible for any and all charges incurred during the selection period.

27.14.12 SBC-AMERITECH may discontinue service to CLEC as provided in Section 27.14.9 of this Agreement only after SBC-AMERITECH has sent all notices it is required to send as provided in Article XXVIII, if any, and this Section 27.14, and shall have no liability to CLEC or CLEC's end users in the event of such disconnection.

27.14.13 Nothing in this Agreement shall be interpreted to obligate SBC-AMERITECH to continue to provide service to any transferred end user beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights SBC-AMERITECH has with regard to such end users.

27.14.14 Once all notices SBC-AMERITECH is required to send under this Section 27.14 have been sent, SBC-AMERITECH shall not be required to accept any order (other than a disconnect order) relating to resale services or network elements from CLEC until: (i) all undisputed Unpaid Charges for resale services and network elements under this Agreement are paid, and (ii) CLEC has furnished AMERITECH a deposit calculated pursuant to the terms and conditions of Section 19.20 (Deposits) of this Agreement.

27.15 Customer Usage Data – Introduction.

27.15 This Section Customer Usage Data sets forth the terms and conditions for SBC-AMERITECH's provision of usage data (as defined in this Article) to CLEC. Usage Data will be provided by SBC-AMERITECH to CLEC when CLEC purchases Network Elements or Resale services from SBC-AMERITECH.

27.15.1 General Requirements for Customer Usage Data

27.15.1.1 SBC-AMERITECH's provision of Usage Data to CLEC will be in accordance with the Performance Metrics to be developed by CLEC and SBC-AMERITECH during and as part of the implementation and testing process. SBC-AMERITECH's performance based on such Performance Metrics will begin to be measured and reported at the time CLEC begins providing local service to customers,

but SBC-AMERITECH's provision of Usage Data will not be required to meet such Performance Metrics until six (6) months after CLEC begins providing local services to customers.

27.15.1.2 SBC-AMERITECH will retain Usage Data as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000, or as otherwise agreed to by the Parties, subject to applicable laws and regulations.

27.15.2 Customer Usage Data Specifications

27.15.2.1 SBC-AMERITECH will provide all usage data for CLEC's customers using the SBC-AMERITECH-provided Network Element(s) or Resale services. Usage Data includes, but is not limited to, the following categories of information:

- completed calls;
- use of CLASS/LASS/Custom Features;
- calls to information providers reached via SBC-AMERITECH facilities and contracted by SBC-AMERITECH;
- calls to directory assistance where SBC-AMERITECH provides such service to an CLEC customer;
- calls completed via SBC-AMERITECH-provided operator services where SBC-AMERITECH provides such service to CLEC's local service customer;
- records will include complete call detail and complete timing information for Network Elements and Resale services; Station-level detail for SBC-AMERITECH-provided CENTREX and PLEXAR families of services for Resale services.

SBC-AMERITECH will provide Usage Data for completed calls only for Network Elements that SBC-AMERITECH records (e.g., unbundled local switching, but not loops). SBC-AMERITECH will provide Usage Data for completed calls for Resale services offerings that SBC-AMERITECH records for itself (e.g., Local Measured Service.)

27.15.2.2 SBC-AMERITECH will provide to CLEC Usage Data for CLEC customers only. SBC-AMERITECH will not submit other carrier local usage data as part of the CLEC Usage Data.

27.15.3 Customer Usage Data Format

27.15.3.1 SBC-AMERITECH will provide Usage Data in the OBF Exchange Message Interface (“**EMI**”) format and by category, group and record type, as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000, or as otherwise agreed to by the Parties

27.15.3.2 SBC-AMERITECH will include the Working Telephone Number (“**WTN**”) of the call originator on each EMI call record.

27.15.3.3 End user customer usage records and station level detail records will be in packs in accordance with EMI standards.

27.15.3.4 For Resale services, SBC-AMERITECH will daily provide CLEC with daily recordings which will permit it to render end user bills. For Network Elements only, SBC-AMERITECH will daily provide CLEC with daily recordings that will permit it to render end user bills and interLATA and intraLATA access bills. All recordings pursuant to this Section will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000, or as otherwise agreed to by the Parties

27.15.3.4.1 For the transmissions of such records, CLEC will pay to SBC-AMERITECH a per-record charge set forth in the **Pricing Schedule**.

27.15.4 Usage Data Reporting Requirements

27.15.4.1 SBC-AMERITECH will segregate and organize the Usage Data in a manner agreeable to both Parties.

27.15.4.2 SBC-AMERITECH will provide segregated Usage Data to CLEC locations as agreed to by the Parties.

27.15.4.3 SBC-AMERITECH will transmit formatted Usage Data to CLEC over Network Data Mover Network using CONNECT:Direct protocol, or otherwise agreed to by the Parties.

27.15.4.4 CLEC and SBC-AMERITECH will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.

27.15.4.5 SBC-AMERITECH will provide Usage Data to CLEC daily (Monday through Friday) on a daily time schedule to be determined by the Parties.

27.15.4.6 SBC-AMERITECH will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

27.15.4.7 Changes to the Usage Data EMI format, content, and transmission processes will be tested prior to implementation as mutually agreed by both Parties.

27.16 Alternatively Billed Calls-Resale Services and Network Elements.

27.16.1 Calls that are placed using the services of SBC-AMERITECH or another LEC or LSP and billed to a Resale service line or to an Network Element (e.g., switch port) of CLEC are called "Incollects." Calls that are placed using a CLEC Resale service line or Network Elements (e.g., switch port) and billed to a SBC-AMERITECH line or other LEC or LSP are called "Outcollects."

27.16.2 Outcollects: SBC-AMERITECH will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SBC-AMERITECH has agreed to transmit such data on a daily basis. CLEC as the Local Service Provider ("LSP") will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end user billing. CLEC will be compensated by the billing company for the revenue it is due. A per-message charge for SBC-AMERITECH's transmission of Outcollect messages to CLEC is applicable, and SBC-AMERITECH will bill CLEC for the transmission charge set forth in the **Pricing Schedule**. In addition, for Resale services, CLEC will compensate SBC-AMERITECH for the receipt of the IntraLATA toll message.

27.16.3 Incollects: For messages that originate from a number other than the billing number and that are billable to CLEC customers ("Incollects"), SBC-AMERITECH will provide the rated messages it receives from the CMDS1 network or which SBC-AMERITECH records (non-ICS) to CLEC for billing to CLEC's end-users. SBC-AMERITECH will transmit such data on a daily basis. SBC-AMERITECH will credit CLEC the Billing and Collection ("B&C") fee set forth in the **Pricing Schedule** for billing the Incollects. CLEC and SBC-AMERITECH have stipulated that a per message charge for SBC-AMERITECH's transmission of Incollect messages to CLEC is applicable, and SBC-AMERITECH will bill CLEC for the transmission charge set forth in the **Pricing Schedule**.

27.17 Charges for Ancillary Functions.

27.17.1 Any SBC-AMERITECH charges for ancillary functions shall be billed consistent with the provisions of Article XXVII of this Agreement.

27.17.2 Any SBC-AMERITECH charges for ancillary functions must be specifically documented consistent with Article XXVII of this Agreement.

27.17.3 CLEC may request that certain of these charges for ancillary functions be included in separate connectivity bills sent to separately designated billing addresses.

ARTICLE XXVIII
AUDIT RIGHTS, DISPUTED AMOUNTS
AND DISPUTE RESOLUTION

28.0 Audit Rights, Disputed Amounts and Dispute Resolution.

28.1 Audit Rights.

28.1.1 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 each Contract Year for the purpose of evaluating the accuracy of Audited Party’s billing and invoicing. The scope of the audit shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto 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 Effective Date), and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit. 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 during any Contract Year if the previous audit found (i) 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.

28.1.2 Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party’s 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.

28.1.3 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 percent (1½%) 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, CLEC shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by SBC-AMERITECH to CLEC within ten (10) months of the date such usage was incurred.

28.1.4 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.

28.1.5 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.

28.2 Billing Disputes.

28.2.1 Billing Disputes Related to Paid Amounts.

28.2.1.1 In order for a Billed Party to dispute all or a portion of amounts it has previously paid, it must:

28.2.1.1.1 within eleven (11) months of CLEC's receipt of the bill in question, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the total amount disputed and the specific details and reasons for disputing each item (including, without limitation, and as applicable, the date of the bill in question, CBA/BAN number of the bill, the telephone number, customer code, circuit ID number or trunk number, and the USOC information questioned); and

28.2.1.1.2 follow the dispute resolution procedures set forth in Section 28.2.3.

28.2.1.2 If a Billed Party brings a dispute pursuant to this Section 28.2, and any portion of the dispute is resolved, at the conclusion of the applicable

dispute resolution process pursuant to Section 28.2.3 or Section 28.3, in favor of the Billed Party, the Billing Party shall, no later than the second bill date after the resolution of the dispute, for that portion of the paid Disputed Amounts resolved in favor of the Billed Party, including credit for interest assessed or applied with respect to such portion of the paid Disputed Amounts, if any, thereon. Such interest shall be computed under Article XXVII, 27.13 as if such portion of the paid Disputed Amount became past due from the Billing Party on the same date the Disputed Amount was paid by the Billed Party.

28.2.2 Billing Disputes Related to Unpaid Disputed Amounts; Escrow Requirements.

28.2.2.1 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 “Billed Party”) shall, five (5) business days prior to the applicable due date, advise the Billing Party in writing of the amounts it disputes (“Disputed Amounts”) and within ten (10) business days after the applicable due date give the Billed Party written notice of the amount disputed, specific details and reasons for disputing each item(including, without limitation, as applicable, the date of the bill in question, CBA/BAN number of the bill, the telephone number, customer code, circuit ID number or trunk number, the USOC information questioned), and pays to SBC-Ameritech all undisputed unpaid charges by their applicable due date. The notice shall be identified as arising under this Section 28.2.2. All disputes must be in good faith and have a reasonable basis.

28.2.2.2 The Billed Party shall pay: (i) when due, all undisputed amounts to the Billing Party, and (ii) within thirty (30) days after its written notice of dispute, except as otherwise provided in Section 28.2.2.4 below, place all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. To be acceptable, the third party escrow agent must meet all of the following criteria:

28.2.2.2.1 The financial institution proposed as the third party escrow agent must be located within the continental United States;

28.2.2.2.2 The financial institution proposed as the third party escrow agent may not be an affiliate of either Party; and

28.2.2.2.3 The financial institution proposed as the third party escrow agent must be authorized to handle Automatic Clearing House (ACH) credit transactions transfers.

28.2.2.2.4 In addition to the foregoing requirements for the third party escrow agent, the disputing Party and the financial institution proposed as the third party escrow agent must agree that the escrow account will meet all of the following criteria:

28.2.2.5 The escrow account must be an interest bearing account;

28.2.2.6 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

28.2.2.7 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the third party escrow agent;

28.2.2.8 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and

28.2.2.9 Disbursements from the escrow account shall be limited to those:

28.2.2.9.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or

28.2.2.9.2 made in accordance with the final, non-appealable order or award of an arbitrator appointed pursuant to the provisions of Sections 28.3; or

28.2.2.9.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter an arbitrator's award pursuant to Section 28.3.

28.2.2.3 Disputed Amounts in escrow shall be subject to interest as set forth in Section 27.13.

28.2.2.4 The Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 28.2.2, above, if: (i) does not have a proven history of late payments and has established a minimum of twelve (12) consecutive months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute), and (ii) the Billed Party has not filed more than three (3) previous billing disputes that were resolved in Billing Party's favor within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute.

28.2.2.5 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Informal Billing Dispute Resolution provisions set forth in Section 28.2.3.

28.2.2.6 If the Billed Party disputes any charges in accordance with Section 28.2, and any portion of the dispute is resolved in favor of such Billed Party, the Parties shall cooperate to ensure that all of the following actions are taken:

28.2.2.6.1 no later than the second bill date after the resolution of the dispute, the Billing Party shall credit the invoice of the Billed Party for that portion of the Disputed Amounts resolved in favor of the Billed Party, including a credit for any interest assessed or applied with respect to such portion of the Disputed Amounts;

28.2.2.6.2 within fifteen (15) calendar days after resolution of the dispute, the portion of the escrowed Disputed Amounts, if any, resolved in favor of the Billed Party shall be released to the Billed Party, together with any accrued interest thereon, and any portion of the Disputed Amounts not in escrow and resolved in favor of the Billed Party shall be paid to Billed Party, together with any interest assessed or applied with respect thereto; and

28.2.2.6.3. within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon (and if the accrued interest does not equal any interest that would have been assessed pursuant to Section 27.13 had the Disputed Amounts remained undisputed and unpaid during the period of the Dispute, the Billed Party shall remit payment of the difference to the Billing Party within this same time period) and, as applicable, any portion of the Disputed Amounts not in escrow and resolved in favor of the Billing Party shall be paid to Billing Party, together with any interest assessed or applied with respect thereto.

28.2.3 Informal Billing Dispute Resolution Process.

28.2.3.1 Within five (5) days after delivery of the notices of dispute described in Section 28.2, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the billing dispute. 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 alternative dispute resolution procedures such as mediation to assist in the negotiations.

28.2.3.2 If the Parties are unable to resolve the dispute through the informal procedures described above in Section 28.2.3.1, then either Party may invoke the formal Dispute Resolution Process set forth in Section 28.3.3 after providing the other at least ten (10) days prior written notice of its intent to do so. Unless the Parties otherwise agree, a Party may give notice of its intent to invoke the procedures of Section 28.3.3 no earlier than sixty (60) days after the date of the notices of dispute described in Section 28.2, initiating informal billing dispute resolution under this Section of the Agreement.

28.3 Dispute Escalation and Resolution.

28.3.1 General.

28.3.1.1 Purpose. This Section 28.3 is intended to provide for the expeditious resolution of all disputes between SBC-AMERITECH and CLEC arising under this Agreement, and to do so in a manner that permits uninterrupted high quality services to be furnished to each Party's Customers. Notwithstanding the procedures in this Section 28.3, in no event shall the parties disrupt service to any CLEC customer or SBC-AMERITECH customer pending the resolution of a dispute. Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention. Dispute Resolution shall commence upon one Party's receipt of written notice, which notice shall be identified as being brought pursuant to this section, of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party.

28.3.1.2 Non-Exclusive Remedy.

28.3.1.2.1 Dispute resolution under the procedures provided in this Section 28.3 shall be the preferred, but not the exclusive, remedy for all disputes between SBC-AMERITECH and CLEC arising out of this Agreement or its breach. Notwithstanding anything to the contrary provided herein, each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction with respect to disputes as to which the Commission or such court, agency, or regulatory authority specifies a particular remedy or procedure. However, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, no action or complaint may be filed in the Commission or a court, agency or regulatory authority of competent jurisdiction before the Informal Resolution of Disputes procedures set forth in Section 28.3.2, below (or with respect to billing disputes, the Informal Billing Dispute Resolution process set forth in Section 28.2.3, above) have been followed, in good faith, by the Party commencing such action or complaint.

28.3.1.2.2 Nothing in this Section 28.3 shall limit the right of either SBC-AMERITECH or CLEC to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding (but prior to a decision being rendered) brought pursuant to this Section 28.3. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this **Article XXVIII**.

28.3.2 Informal Dispute 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 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 a knowledgeable, responsible 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. 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, lawsuit or other proceeding described below 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 an arbitration, lawsuit or other proceeding. If the Parties are unable to resolve issues related to a Dispute within fifteen (15) days after receipt by one Party of notice of a Dispute, (or within sixty (60) days after receipt by one Party of notice of a billing dispute under Section 28.2, above) the Parties shall follow the procedures set forth in Section 28.3.3, below.

28.3.3 Formal Dispute Resolution. In the event of a Dispute between SBC-AMERITECH and CLEC arising under this Agreement that is not resolved pursuant to Section 28.3.2, above (or with respect to billing disputes, pursuant to Section 28.2.3, above), either Party may invoke the formal Dispute Resolution procedures described in this Section 28.3.3.

28.3.3.1 Claims Subject to Commercial Arbitration. Claims will be subject to arbitration pursuant to Section 28.3.3.2 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may pursue a remedy for the Dispute with the Commission, a court, an agency or regulatory authority of competent jurisdiction.

28.3.3.2 Procedures Governing Commercial Arbitration.

28.3.3.2.1 Selection of Provider of Arbitration Services. Disputes subject to arbitration under the provisions of this Agreement will be submitted to a single arbitrator appointed by a provider of arbitration services to which the Parties agree. If the Parties are unable to agree upon a provider of arbitration services for the arbitration of their first dispute, if any, under this Agreement, then the provider shall be J.A.M.S./Endispute. If the Parties are unable to agree upon a provider of arbitration services for the arbitration of their next dispute, if any, under the Agreement, then the provider of arbitration services for that arbitration shall be the American Arbitration Association. Thereafter, if the Parties are unable to agree to the provider of arbitration

services for subsequent disputes that may arise under the Agreement, the provider shall alternate between the American Arbitration Association and J.A.M.S./Endispute. Applicable commercial arbitration rules of the provider selected or determined under this Section shall govern the proceeding before an arbitrator appointed by that provider.

28.3.3.2.2 Qualification of Arbitrator; Timing.

Regardless of which provider is used under Section 28.3.3.2.1, above, the arbitrator appointed shall be knowledgeable of telecommunications issues. The arbitration hearing will be requested to commence within twenty-five (25) calendar days of the demand for arbitration. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within fifteen (15) calendar days after the deadline for the filing of the briefs.

28.3.3.2.3 Duties and Powers of the Arbitrator.

The Arbitrator shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

28.3.3.2.4 Discovery.

There shall be no discovery except of the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. SBC-AMERITECH and CLEC shall attempt, in good faith, to agree on a plan for document discovery. Should they fail to agree, either SBC-AMERITECH or CLEC may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between SBC-AMERITECH and CLEC, and such resolution with respect to the need, scope, manner and timing of discovery shall be final and binding.

28.3.3.2.5 Privileges.

The Arbitrator shall, in all cases, apply the attorney-client privilege and the work product immunity doctrine.

28.3.3.2.6 Location of Hearing.

Each arbitration between CLEC and SBC-AMERITECH will be held in Chicago, Illinois, unless otherwise agreed by the Parties.

28.3.3.2.7 Decision.

28.3.3.2.7.1 The Arbitrator's decision and

award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

28.3.3.2.7.2 The Arbitrator's award shall be binding with respect to those rights and liabilities of the Parties under the Agreement addressed in the award, unless the award is reversed, vacated, or modified on appeal by the Commission pursuant to this Section 28.3.3.2.7 below, or by a court of competent jurisdiction.

28.3.3.2.7.3 Within fifteen (15) days of the decision and award, the Arbitrator's decision must be submitted to the Commission for review. Each Party must also submit its position on the award and statement as to whether the Party agrees to be bound by it or seeks to challenge it.

28.3.3.2.7.4 The Commission will determine whether to review the dispute within fifteen (15) days of the date of receipt of the decision submitted for review. If the Commission does not exercise its jurisdiction within fifteen (15) days of receipt, the Arbitrator's decision and award shall be final and binding on the Parties. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision.

28.3.3.2.8 Fees.

28.3.3.2.8.1 The Arbitrator's fees and expenses that are directly related to a particular proceeding arising out of a dispute under the terms and conditions of this Agreement and raised pursuant to the procedures set out in this Section 28.3 shall be paid by the losing Party. The Arbitrator shall determine which Party is the losing Party for purposes of this provision. In cases where the Arbitrator determines that neither Party has, in some material respect, completely prevailed or lost in a proceeding, the Arbitrator shall, in his or her discretion, apportion the Arbitrator's fees and expenses to reflect the relative success or failure of each Party. Those Arbitrator fees and expenses not directly related to a particular proceeding shall be shared equally. Arbitrator's fees and expenses under this provision include the Arbitrator's per hour, per diem or per-proceeding fee, as established before the proceeding begins (or as subsequently presented to and agreed to by the Parties), any conference room rental costs and administrative fees billed by the Arbitrator's association, and any properly documented travel or other expenses incurred by the Arbitrator pursuant to his or her employment agreement with the Parties. In no event, shall the Arbitrator's fees and expenses under this provision include fees or costs incurred by the Parties, including, by way of example, attorneys' fees, copying costs, expert fees and expenses, travel expenses, and other such costs.

28.3.3.2.8.2 In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought.

28.3.3.2.9 Confidentiality. Except as the Parties otherwise agree, or as the Arbitrator for good cause orders, the arbitration proceedings,

including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either party, unless it is subject to being safeguarded as proprietary, trade secret or confidential information, in which event the procedures for disclosure of such information shall apply.

ARTICLE XXIX REGULATORY APPROVAL

29.0 Regulatory Approval.

29.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. Each Party agrees to fully support approval of this Agreement by the Commission (or the FCC) under Section 252 of the Act without modification; provided, however, that each Party may exercise its right to judicial review under Section 252(e)(6) of the Act, or any other available remedy at law or equity, with respect to any matter included herein by arbitration under the Act over the objection of such Party. 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. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

29.2 Tariffs. The Parties agree that the rates, terms and conditions of this Agreement will not be superseded by the rates, terms and conditions of any tariff SBC-AMERITECH may file. The Parties agree that CLEC is not precluded from ordering products and services available under any effective SBC-AMERITECH tariff or any tariff that SBC-AMERITECH may file in the future assuming CLEC satisfies all conditions that might be contained in such tariff.

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 Change in Law by amendment of the Act, or any legislative, regulatory, or 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**"), the parties shall renegotiate the affected provisions in good faith and amend this agreement accordingly to reflect the price, 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, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis; including the right to seek a surcharge before the applicable regulatory authority. In the event that such new terms are not renegotiated within (90) days after such notice, or if at any time during such 90-day

period the Parties shall have ceased to negotiate such terms for a continuous period of fifteen (15) days, the dispute shall be resolved as provided in Section 28.3 of this Agreement. For purposes of this section, Change in Law means a court order that has exhausted the procedural steps for appeal or legislative action which has fully completed the procedures for promulgation. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S.Ct. 721 (1999) and on June 1, 1999, The United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which became effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other Portions of which became effective 120 days following publication of such order in the Federal Register (May 17, 2000). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this section.

29.4 Regulatory Changes. If a change in law occurs by legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in Section 29.3) that prevents a party from carrying out its obligations under this agreement, the Party so affected shall upon written notice, identify the affected provisions(s) to 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. In the event that such new terms are not renegotiated within ninety (90) days after such notice, or if at any time during such 90-day period the Parties shall have ceased to negotiate such terms for a continuous period of fifteen (15) days, the dispute shall be resolved as provided in Section 28.3 of this Agreement. For purposes of this Section 29.4, Change in Law shall mean a court order that has exhausted the procedural steps for appeal or legislative action which has fully completed the procedures for promulgation.

29.5 Proxy Rates. In the event the initial rates under this Agreement are "proxy rates" established by the FCC or the Commission, the Parties are to substitute rates later established by the FCC or Commission under procedures consistent with the Act and any Order of the FCC or Commission.

29.6 Option to Obtain Local Services or Network Elements Under Other Agreements.

29.6.1 SBC-AMERITECH will make available a list of all the interconnection agreements it has in effect with other carriers. This list will include the

following information: (1) the Commission docket number associated with each agreement; (2) its date of approval; and (3) the parties to the agreement. SBC-AMERITECH will provide the initial list of interconnection agreements within thirty (30) days of the Effective Date of this Agreement and shall update the list within fifteen (15) days of the date that SBC-AMERITECH enters into any new agreement. No later than 60 days from the Effective Date of this Agreement, SBC-AMERITECH shall post its effective interconnection agreements with other carriers in the state of Indiana to an internet site accessible by CLEC. After the first date such agreements are posted to such internet site, to the extent that any effective SBC-AMERITECH interconnection agreement for the state of Indiana is or becomes unavailable on such internet site (or successor site thereto), SBC-AMERITECH shall make such agreement available for inspection by CLEC either electronically or in a hard copy format. To the extent required by section 252(i) of the Act, regulations thereunder and relevant court decisions, SBC-AMERITECH shall make available to CLEC, without unreasonable delay, any interconnection, service or network element contained in any agreement to which SBC-AMERITECH is a party that has been filed and approved by the Commission pursuant to Section 252 of the Act.

29.6.2 Any dispute between the Parties concerning any election or exercise of an option by either Party under this Article XXIX shall be resolved pursuant to Section 28.3.

ARTICLE XXXI **AMERITECH COLLOCATION**

31.0 Ameritech Collocation.

31.1 Physical Collocation. CLEC shall provide to SBC-AMERITECH Physical Collocation in the LEC Access Equipment Room in CLEC's Wire Centers for equipment necessary for Interconnection (pursuant to Article III). CLEC shall provide SBC-AMERITECH Collocation only for the purpose of such Interconnection.

31.2 Eligible Equipment. SBC-AMERITECH may Collocate equipment necessary for Interconnection of the same type that it uses to provide total service access for CLEC.

31.3 Transmission Facility Options. SBC-AMERITECH may either purchase transmission facilities (and any necessary Cross-Connection) from CLEC or provide its own transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at CLEC's Premises.

31.4 Interconnection Points and Cables. CLEC shall:

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

31.4.2 provide at least two (2) such Interconnection points at CLEC's Premises at which there are at least two (2) entry points for SBC-AMERITECH's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points; and

31.4.3 permit SBC-AMERITECH Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission.

31.5 Allocation of Collocation Space

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

31.5.2 SBC-AMERITECH will provide CLEC 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 agreed upon pursuant to Article XII. CLEC will attempt to deliver Collocation pursuant to SBC-AMERITECH's forecasts to the

extent that Collocation space is then available.

31.5.3 The Parties expect that under normal conditions CLEC will have space available for SBC-AMERITECH to interconnect with CLEC for purposes of terminating Local Traffic and IntraLATA Toll Traffic. However, should space not be available, CLEC will attempt to establish a POI at another mutually agreeable CLEC Wire Center which CLEC determines has available space and sufficient facilities for transporting traffic between CLEC Wire Centers at rates, terms and conditions to be negotiated upon by the Parties. If an alternative POI is not available in the LATA, the Parties will enter into good faith negotiations to establish an alternative method for SBC-AMERITECH to terminate Local Traffic and IntraLATA Toll Traffic on CLEC's network.

31.6 Subcontractor and Vendor Approval. CLEC shall allow SBC-AMERITECH to have an CLEC-approved subcontractor install updates to Collocated equipment, including software updates. Approval of such subcontractors by CLEC shall be based on the same criteria it uses in approving contractors for its own purposes.

31.7 Delivery of Collocated Space.

31.7.1 CLEC shall provide SBC-AMERITECH with a single point of contact for all inquiries regarding Collocation. If SBC-AMERITECH needs to install additional equipment in the LEC Access Equipment Room, SBC-AMERITECH shall request additional space for Collocation by delivering a written request to CLEC. Each request for Collocation shall include: (i) the Premises in which Collocation is requested, (ii) the interoffice transmission facilities SBC-AMERITECH will require for such space, (iii) the equipment to be housed in such space, and (iv) the date on which SBC-AMERITECH intends to initiate service from such space. CLEC shall notify SBC-AMERITECH in writing within ten (10) Business Days of receiving SBC-AMERITECH's request for Collocation as to whether the requested space is available. If intraoffice facilities will not be available for Collocation of initial service within three (3) months after receipt of SBC-AMERITECH's request for space pursuant to this Section, then CLEC shall provide written notification, within ten (10) Business Days after the receipt of such request, as to when the intraoffice facilities will be made available.

31.7.2 Physical Collocation.

31.7.2.1 If additional space for Physical Collocation is immediately available at the time of SBC-AMERITECH's request, CLEC shall include in its notice to SBC-AMERITECH: (i) the space to be provided, and (ii) whether CLEC can deliver the space to SBC-AMERITECH by the date set forth in Section 31.7.2.3.

31.7.2.2 If SBC-AMERITECH's requested Physical Collocation space is available, SBC-AMERITECH and CLEC shall have an initial walkthrough of such space within ten (10) Business Days after CLEC confirms that the requested space is available.

31.7.2.3 CLEC shall deliver to SBC-AMERITECH the requested space on or before the later of: (i) one hundred twenty (120) days from CLEC's receipt of SBC-AMERITECH's request for Collocation or (ii) such other reasonable date that the Parties may agree upon if it is not feasible for CLEC to deliver to SBC-AMERITECH such space within the foregoing intervals (such date of delivery referred to as the ("**Delivery Date**").

31.7.2.4 Physical Collocation will be subject to the additional rules and regulations set forth in **Schedule 31.7**.

31.7.2.5 After completion of construction, CLEC and SBC-AMERITECH will complete an acceptance walkthrough of all Collocated space requested from CLEC. Exceptions that are noted during this acceptance walkthrough shall be corrected by CLEC within thirty (30) days after the walkthrough. CLEC shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions shall be at CLEC's expense, subject to any change orders requested by SBC-AMERITECH.

31.7.2.6 SBC-AMERITECH shall also be entitled to credits for delays by CLEC in provisioning space for Collocation, and for the inability of SBC-AMERITECH to use equipment located in space provided for Collocation as a result of the failure by CLEC to comply with its obligations under this Agreement, pursuant to terms and conditions agreed upon by the Implementation Team.

31.8 Pricing. The prices charged to SBC-AMERITECH for Collocation are set forth in the **Pricing Schedule**.

31.9 Billing. CLEC shall bill SBC-AMERITECH for Collocation pursuant to the requirements of **Article XXVII** to this Agreement.

31.10 Additional Requirements. The additional requirements set forth on **Schedule 31.10** shall be applicable to Physical Collocation.

31.11 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:

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

31.11.2 SBC-AMERITECH shall comply at all times with security and safety procedures and existing requirements that are defined by CLEC and communicated to SBC-AMERITECH.

31.11.3 CLEC shall allow SBC-AMERITECH periodically to inspect or observe spaces which house or contain SBC-AMERITECH equipment or equipment enclosures and furnish SBC-AMERITECH with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into any secured SBC-AMERITECH space, subject to Section 31.11.2 and Article XX.

31.11.4 CLEC shall furnish to SBC-AMERITECH a current written list of CLEC employees who CLEC authorizes to enter SBC-AMERITECH's Physical Collocation space, with samples of the identifying credentials to be carried by such persons.

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

31.11.6 CLEC shall limit the keys used in its keying systems for SBC-AMERITECH's specific Physical Collocation space which contain or house SBC-AMERITECH equipment or equipment enclosures to its employees and representatives to emergency access only. SBC-AMERITECH 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 SBC-AMERITECH shall immediately provide CLEC with such new keys.

31.11.7 CLEC shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Wire Center.

31.12 Standards of Performance. CLEC shall provide Collocation to SBC-AMERITECH in accordance with the service levels, procedures and intervals to be agreed upon by the Implementation Team.

ARTICLE XXXII

PERFORMANCE MEASUREMENTS

32.0 Performance Measurements.

The Parties acknowledge that collaborative proceedings and other types of proceedings covering the subject of Performance Measurements are underway or are anticipated to commence before the Indiana Utility Regulatory Commission (“State Commission”) and the FCC in which both CLEC and SBC-AMERITECH and/or SBC-AMERITECH as represented by SBC Communications Inc. (collectively, “SBC-AMERITECH”) are participants.

Accordingly, CLEC and SBC-AMERITECH agree that:

32.1 SBC-AMERITECH shall implement Performance Measurements as determined in relevant collaboratives and/or proceedings before the State Commission and/or the FCC under the Federal Telecommunications Act of 1996 (including but not limited to state generic Performance Measurement proceedings, Performance Measurement proceedings established to effectuate merger conditions, and proceedings before these regulatory bodies regarding requests for authorization to provide originating in-region interLATA services under Section 271 of the Telecommunications Act of 1996), and/or pursuant to any applicable commitment or settlement that SBC-AMERITECH makes during the course of such proceedings. It is SBC-AMERITECH’s position that its implementation of certain Performance Measurements arising out of collaboratives and/or proceedings relative to merger conditions and 271 authorization may be conditioned on requesting carriers’ (including CLEC’s) acceptance of or adherence to certain terms and conditions (such as those contained in merger conditions orders and in 271 agreements or memoranda of understanding). CLEC expressly disagrees with SBC-AMERITECH’s position. By executing this Agreement (or any Stipulation on OSS and Performance Measurements referencing this Agreement), neither Party waives its right to advance its position or contest the position of the other Party, whether in negotiations or dispute resolution procedures (including proceedings before judicial or regulatory bodies).

32.2 CLEC and SBC-AMERITECH shall negotiate in good faith contractual terms and conditions fully memorializing the results of such proceedings and/or commitments within thirty (30) days of the conclusion of such proceedings. If they fail to reach agreement on contractual terms and conditions fully memorializing the Commission and/or FCC proceeding results within thirty (30) days of the conclusion of such proceedings, CLEC and SBC-AMERITECH shall address any remaining issues preventing agreement pursuant to the dispute resolution procedures set forth in **Section 28.3** of this Agreement.

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

32.4 The Parties acknowledge that there are provisions in other Articles of this Agreement that relate to Performance Measurements. It is not the Parties' intent to create duplication or contradiction between those provisions and any provisions agreed to (or resulting from the dispute resolution process) under this Article. Accordingly, when the Performance Measurements terms and conditions agreed to by the Parties and/or resulting from the dispute resolution process are added to this Article, the Parties shall conform or delete any provisions in other articles that duplicate or conflict with the new provisions.

ARTICLE XXXIII

OPERATIONAL SUPPORT SYSTEMS

33.0 Operational Support Systems.

The Parties acknowledge that collaborative proceedings and other types of proceedings covering the subject of Operational Support Systems (“OSS”) are underway or are anticipated to commence before the Indiana Utility Regulatory Commission (“State Commission”) and the FCC in which both CLEC and SBC-AMERITECH and/or SBC-AMERITECH, as represented by SBC Communications Inc. (collectively, “SBC-AMERITECH”), are participants.

Accordingly, CLEC and SBC-AMERITECH agree that:

33.1 SBC-AMERITECH shall provide access to OSS, as determined in relevant collaboratives and/or proceedings before the State Commission and/or the FCC under the Federal Telecommunications Act of 1996 (including but not limited to state generic OSS proceedings, OSS proceedings established to effectuate merger conditions, and proceedings before these regulatory bodies regarding requests for authorization to provide originating in-region interLATA services under Section 271 of the Telecommunications Act of 1996), and/or pursuant to any applicable commitment or settlement that SBC-AMERITECH makes during the course of such proceedings. It is SBC-AMERITECH’s position that its provision of access to OSS or OSS functionality out of collaboratives and/or proceedings relative to merger conditions and 271 authorization may be conditioned on requesting carriers’ (including CLEC’s) acceptance of or adherence to certain terms and conditions (such as those contained in merger conditions orders and in 271 agreements or memoranda of understanding). CLEC expressly disagrees with SBC-AMERITECH’s position. By executing this Agreement (or any Stipulation on OSS and Performance Measurements referencing this Agreement), neither Party waives its right to advance its position or contest the position of the other Party, whether in negotiations or dispute resolution procedures (including proceedings before judicial or regulatory bodies).

33.2 CLEC and SBC-AMERITECH shall negotiate in good faith contractual terms and conditions fully memorializing the results of such proceedings and/or commitments within thirty (30) days of the conclusion of such proceedings. If they fail to reach agreement on contractual terms and conditions fully memorializing the Commission and/or FCC proceeding results within thirty (30) days of the conclusion of such proceedings, CLEC and SBC-AMERITECH shall address any remaining issues preventing agreement pursuant to the dispute resolution procedures set forth in Section 28.3 of this Agreement.

33.3 As soon as possible following completion of negotiations and/or conclusion of dispute resolution proceedings, CLEC and SBC-AMERITECH shall take steps necessary to amend the interconnection agreement by adding to this article the contractual

terms and conditions agreed to by the parties and/or resulting from the dispute resolution process.

33.4 The Parties acknowledge that there are provisions in other Articles of this Agreement that relate to SBC-AMERITECH's provision of OSS. It is not the Parties' intent to create duplication or contradiction between those provisions and any provisions agreed to (or resulting from the dispute resolution process) under this Article. Accordingly, when the OSS terms and conditions agreed to by the Parties and/or resulting from the dispute resolution process are added to this Article, the Parties shall conform or delete any provisions in other articles that duplicate or conflict with the new provisions.

ARTICLE XXXIV
ENTIRE AGREEMENT
SIGNATURES

34.0 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. 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2001.

ICG Telecom Group, Inc.

*Ameritech Indiana
by its authorized agent,
SBC Telecommunications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: President – Industry Markets

Date: _____

Date: _____

* Pursuant to Section 252(I) of the Federal Telecommunications Act of 1996, Requesting Carrier and Ameritech Indiana have entered into an agreement, portions of which are based upon the same terms and conditions contained in the Ameritech Indiana/AT&T Interconnection Agreement for the State of Indiana and other portion(s) of which were voluntarily negotiated. Since this Agreement is a sectional adoption of an existing approved Interconnection Agreement, the term "Effective Date" throughout the Agreement shall mean ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. The change in "Effective Date" within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement. The term "Effective Date" for purposes of Section 28.3 entitled "Amendment or Other Changes to the Act; Reservation of Rights" shall mean the _____ day of _____, 2001.

WHEREAS by executing this MFN Agreement providing certain rates, terms and conditions, Ameritech Indiana reserves all appellate rights with respect to such rates, terms and conditions and does not waive any legal arguments by executing this Agreement. In particular, Ameritech Indiana notes that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234, which is the subject of a pending appeal before the Supreme Court. Ameritech Indiana further 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), which is the subject of a pending request for reconsideration and a pending appeal. It is Ameritech Indiana's intent and understanding of state and federal law, that any negotiating history, appeal, stay, injunction or similar proceeding which impacts the applicability of such rates, terms or conditions to the underlying Agreement will similarly and simultaneously impact the applicability of such rates, terms and conditions to CLEC under this MFN Agreement. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis for a provision of the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any decision or proceeding referenced herein, the Parties shall immediately incorporate changes from the underlying Agreement, made as a result of any such action into this Agreement. Where revised language is not immediately available, the Parties shall expend diligent efforts to incorporate the results of any such action into this Agreement on an interim basis, but shall conform this Agreement to the underlying Agreement, once such changes are filed with the Commission.

The Parties further acknowledge [Ameritech Indiana notes] that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, Ameritech Indiana does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the

Intervening Law or Change of Law provisions and to adopt on a date specified by Ameritech Indiana the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

The Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999 issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234, which is the subject of a pending appeal before the Supreme Court. The Parties further 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), which is the subject of a pending request for reconsideration and a pending appeal.. By executing this MFN Agreement, and providing certain UNEs and UNE combinations (to the extent provided for under such Agreement), Ameritech Indiana does not waive any of its rights, remedies or arguments with respect to such decisions or proceedings or any remands thereof, including its right to seek legal review or a stay of such decisions or other modifications to the underlying Agreement and this Agreement under the intervening law clause or other provisions of this Agreement to reflect the fact that Ameritech Indiana's obligation to provision UNEs identified in this Agreement is subject to the provisions of the federal Act, including but not limited to, Section 251(d), including any legally binding interpretation of those requirements that may be rendered by the FCC, state regulatory agency or court of competent jurisdiction in any proceeding. Ameritech Indiana further reserves the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement.

The Parties acknowledge and agree that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech was obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services affiliates under certain conditions. Because SBC/Ameritech has transitioned such Advanced Services to its structurally separate affiliate(s), the Parties acknowledge and agree that Ameritech Indiana has no further obligation to make available such Advanced Services for resale or to interconnect its Frame Relay network with Requesting Carrier, and has no further obligation to make available such Advanced Services for resale or to provision Frame Relay interconnection under the rates, terms and conditions set forth herein.

This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and {all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

SCHEDULE 1.2 DEFINITIONS

“Access Compensation” means the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC’s tariffed access rates.

“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.

“Asymmetrical Digital Subscriber Line” or “ADSL” 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.

“A-link” means a diverse pair of facilities connecting local end office switching centers or Signaling Control Points (“SCPs”) with Signaling Transfer Points (“STPs”).

“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 Telcordia as GR-1100-CORE which defines the industry standard for message recording.

“Account Owner” means a telecommunications company, including SBC-AMERITECH, that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.

“Alternate Billing Service” or “ABS” means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

Ameritech, AMERITECH, and SBC-AMERITECH (wherever each name may appear in this Agreement) shall mean Ameritech Indiana.

“Applicable Law or Laws” is as defined in Section 19.2.

“As Defined in the Act” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“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 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 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 911 and E911, ANI means a feature by which the calling party’s telephone number is automatically forwarded to the E911 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.

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

“Billed Number Screening” or “BNS” means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

“Binding Forecast” is as defined in Section 19.5.3.

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

“Business Day” means a day on which banking institutions are required to be open for business in Chicago, Illinois.

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

“CABS” means the Carrier Access Billing System.

“Calling Card Service” or “CCS” means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.

“Calling Name Database” means a Party’s database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party’s Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.

“Calling Number Delivery” is a feature that enables an end user to view the directory number of the calling party on a display unit.

“Calling Name Delivery Service” or “CNDS” means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the customer’s premises between the first and second ring for display on compatible customer premises equipment.

“Calling Name Information” means a telecommunications company’s records of its subscribers names associated with one or more assigned ten-digit telephone numbers.

“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.

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

“Central office switch” (“Central Office”) means a switching entity within the public switched telecommunications network, including End Office Switches and tandem switches. A Central Office Switch may also provide tandem switching functions.

“End Office Switch” or “End Office” means a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

“Tandem Office Switch” or “Tandem(s)” are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

“Centralized Message Distribution System” or “CMDS” means the transport system that LECs use to exchange outcollect and “Carrier Access Billing System” or “CABS” access messages among each other and other Parties connected to CMDS.

“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.

“CNAM Query” means a LIDB Service Application that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC’s local CNDS subscribers.

“CNAM Query Rate” means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

“Commercial Mobile Radio Service” or “CMRS” is as defined in the Act.

Central Office Build Out (COBO) is a service element or rate element in the LEC’s collocation tariff that “includes the nonrecurring charges to recover additions to and distribution of heating, ventilation, and air conditioning, relay rack grounding, relay racks, and an AC Power circuit.”

“Collocation” is as described in the Act.

“Combination” is as defined in Article IX.

“Commission” or “IURC” means the Indiana Utility Regulatory Commission.

“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 one (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 E911 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 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/End User” means a third-party residence or business that subscribes to Telecommunications Services provided at retail by either of the Parties. As used herein, the term “End Users” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

“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” means the Telecommunications Services usage data of an CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by SBC-AMERITECH and forwarded to CLEC.

“Data Base Administration Center” or “DBAC” means an SBC-AMERITECH location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

“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, or (ii) any delay, act or failure to act by the other Party or its End User, agent or subcontractor or (b) any Force Majeure Event.

“Delivery Date” is as defined in Sections 12.15.2(d) and 12.15.3(d).

“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(a).

“Dispute” is as defined in Section 28.3.2.

“Dispute Resolution Process” means the procedures described in Section 28.3 which have been agreed upon by the Parties on a case-by-case basis for resolution of disputes.

“Disputed Amounts” is as defined in Section 28.2.1.1.1.

“Effective Date” is the date indicated in the Preamble on which this Agreement shall become effective.

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

“Enhanced 911 (E911) Service” or “E911” provides completion of 911 calls via dedicated trunking facilities and includes Automatic Number Identification (“ANI”), Automatic Location Identification (“ALI”) and/or Selective Routing (“SR”).

“Enhanced Service Provider” or “ESP” is a company that provides enhanced or value-added services to end users. An ESP typically adds value to telephone lines using its own software and hardware. Internet Service Providers are ESPs.

“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 Interface” or “EMI” (formerly Exchange Message Record- EMR) means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010 CRIS Exchange Message Record.

“FCC” means the Federal Communications Commission.

“Feature Group D” or “FG-D” is access available to all customers, providing trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for customer’s use in originating and terminating communications.

“Foreign Exchange” or “FX” means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more Local Exchange Carriers (“LECs”), is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.

“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.

“High-Bit Rate Digital Subscriber Line” or “HDSL” means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quartenary (“2B1Q”), Carrierless AM/PM, Discrete Multitone (“DMT”), or 3 Binary / 1 Octel (“3B1O”).

“Incumbent Local Exchange Carrier” or “ILEC” 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 Address Message” or “IAM” means the message used to establish a connection on a specified circuit. The IAM provides the circuit information, which includes the carrier identification and any special requirements to be considered in the handling of the call.

“Initial Billing Company” or “IBC” means the Local Exchange Carrier which provides the Feature Group B or D services in an End Office. For purposes of this Agreement, CLEC is the IBC.

“Initial Term” is as defined in Section 21.1.2.

“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 Point”, “Point of Interconnection,” or “POI” is a physical location at which the parties’ networks meet for the purpose of establishing interconnection. POIs include a number of different technologies and technical interfaces based on the terms of the agreement.

“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 traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.

“Intermediate Distribution Frame” or “IDF” is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.

“Joint Operational Team(s)” means inter-company teams formed by the Parties to handle responsibilities as described in Article XVII.

“Listing Update(s)” means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to CLEC without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from CLEC to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

“Line Information Database(s)” or “LIDB” means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with customer line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (“OLNS”) data, ZIP Code data, and Calling Name Information.

“Line Record” means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

“LIDB Editor” means an SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.

“LIDB Service Applications” means the query types SBC-AMERITECH accepts for access to LIDB information.

“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 those calls as defined by Ameritech’s local service areas as defined in 170 IAC 7-1.-2(21); provided that during the term of this Agreement, in no event shall a Local Traffic call be less than the local service areas as defined on the Effective Date.

“Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).

“Main Distribution Frame” means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

“Make-Ready Work” means all work, including rearrangement or transfer of existing facilities or other changes required to accommodate CLEC’s Attachments.

“MECAB” refers to the Multiple Exchange Carrier Access Billing (“MECAB”) document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document published by ATIS/OBF- MECAB Issue 6, February 1998, contains the recommended guidelines for the billing of an access service provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

“Meet-Point Billing” refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

“Multiple Bill/Single Tariff” is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff (“MM”).

“MECOD” refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

“Mutual Compensation/Reciprocal Compensation” means compensation between the Parties for those “Local Calls” that originate on the network of one Party and terminate on the network of the other party.

“Network Element” is as defined in the Act.

“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 12.15.2(h).

“Optical Line Terminating Multiplexor” or “OLTM” is as defined in Section 3.3.

“Party” means either SBC-AMERITECH or CLEC, and “Parties” means SBC-AMERITECH and CLEC.

“Physical Collocation” is as defined in the Act.

“PIC” is as defined in Section 10.11.4.

“Personal Identification Number” or “PIN” means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

“Point of Interconnection”, “Interconnection Point”, or “POI” is a physical location at which the parties’ networks meet for the purpose of establishing interconnection. POIs include a number of different technologies and technical interfaces based on the terms of the agreement.

“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.**

“Public Safety Answering Point” or “PSAP” means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designed 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 area that has been designated by a given LEC as being associated with a particular NPA-NXX code that 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.”

“Rating Point” means the V&H coordinates associated with a particular telephone number for rating purposes.

“Query” means a message that represents a request to a Database for information.

“Query Rate” means a per-query usage rate that applies to each Query received at an SBC-AMERITECH Database.

“Query Transport Rate” means a per-query usage rate that applies to certain Queries transported from an SBC-AMERITECH STP to the SCP where LIDB resides and back.

“Receiving Party” is as defined in Section 20.1.1(a).

“Referral Announcement” is as defined in Article XVII.

“Resale Listing(s)” means a list containing the names, the telephone numbers, addresses and zip codes of Customers of CLEC within the defined geographic area, except to the extent such Customers of CLEC have requested not to be listed in a directory.

“Resale Services” is as defined in Section 10.1.

“Resale Tariff” is as defined in **Section 10.11.2.**

“Response” means a message that, when appropriately interpreted, represents an answer to a Query.

“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, 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 E911 feature that routes an E911 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 E911 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 Management System” or “SMS” means an off-line system used to access, create, modify, or update information in a Database.

“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.

“Sleuth” means an off-line administration system that monitors suspected occurrences of ABS-related fraud, or other comparable fraud detection system.

“Special Billing Number” or “SBN” means a Line Record in LIDB that is based on an NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of an SBN is either a zero (0) or a one (1).

“Sunsetted Services” is as defined in **Section 10.3.2.**

“Switched Access Detail Usage Data” means a category 1101XX record as defined in the EMI Telcordia Practice BR 010-200-010.

“Switched Access Summary Usage Data” means a category 1150XX record as defined in the EMI Telcordia 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 Gbps.

“Tape Load Facility” means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.

“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.

“Toll Billing Exception Service” or “TBE” means a service that allows End Users to restrict third number billing or collect calls to their lines.

“Translation Type” means a code in the Signaling Connection Control Part (“SCCP”) of the SS7 signaling message. Signal Transfer Points (“STPs”) use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries that use the same Translation Type are routed to the same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.

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

“Validation Information” means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

“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.

“Wholesale Resale Services” is as defined in **Section 10.1**.

For Ameritech – “Wire Center”; For CLEC - “Switch Center” means the location of one or more local switching systems at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

SCHEDULE 2.2 **BONA FIDE REQUEST**

2.2.1 Bona Fide Request.

1. Unless another procedure or process is specifically prescribed elsewhere in this Agreement or by order of the Commission, this schedule shall govern the submission of requests by CLEC to SBC-AMERITECH for methods of interconnection, access to Unbundled Network Elements (including Combinations thereof), or customized services that are not otherwise addressed in this Agreement at the time of such request.

This Bona Fide Request (“**BFR**”) process applies to each Bona Fide Request submitted to SBC-AMERITECH.

2. SBC-AMERITECH shall promptly consider and analyze the submission of a Bona Fide Request from CLEC for: (a) a method of Interconnection or access to an unbundled Network Element (including Combinations thereof) not otherwise provided hereunder at the time of such request; (b) a method of Interconnection or access to an unbundled Network Element (including Combinations thereof) that is different in quality to that which SBC-AMERITECH provides itself at the time of such request; or (c) a customized service for features, capabilities, functionalities or an unbundled Network Element or Network Element Combination not otherwise provided hereunder at the time of such request. Items (a), (b) and (c) above may be referred to as a “BFR Item”.
3. A Bona Fide Request must be submitted with a BFR Application Form as that form is set forth on TCNet.ameritech.com. Included with the Application CLEC shall provide a technical description of each BFR Item, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a non-binding three (3) year forecast.
4. CLEC may cancel a Bona Fide Request at any time by written notice to SBC-AMERITECH, but will pay SBC-AMERITECH, as specified below, for reasonable costs incurred by SBC in its preparation of the Preliminary Analysis or BFR Quote, up to the date of SBC-AMERITECH’s receipt of the cancellation.
 - 4.1 CLEC is responsible for the reasonable costs incurred by SBC-AMERITECH to prepare the Preliminary Analysis of CLEC’s BFR. When submitting a BFR Application Form, CLEC has two options to compensate SBC-AMERITECH for its costs incurred to complete the Preliminary Analysis of the BFR:
 - 4.1.1 Include with its BFR Application Form a Deposit, which Deposit will be in the amount of two thousand dollars (\$2,000), unless a different BFR deposit amount applicable to this Agreement has been

established by the Commission, to cover SBC-AMERITECH's preliminary evaluation costs, in which case SBC-AMERITECH may not charge CLEC in excess of the Deposit to complete the Preliminary Analysis; or

- 4.1.2. Not make the Deposit in which case CLEC shall be responsible for all reasonable costs incurred by SBC-AMERITECH to complete the Preliminary Analysis (regardless of whether such costs are greater or less than the Deposit amount).
- 4.2. If CLEC submits a Deposit with its BFR, and SBC-AMERITECH is not able to process the BFR or determines that the BFR does not qualify for BFR treatment, then SBC-AMERITECH will return the Deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the Deposit amount, the balance of the Deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC. If CLEC cancels the BFR prior to completion of the Preliminary Analysis and a Deposit has been made by CLEC, and the reasonable costs are less than the Deposit amount, the remaining balance of the Deposit will be returned to CLEC.
5. SBC-AMERITECH will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, SBC-AMERITECH shall acknowledge in writing or by facsimile receipt of the Bona Fide Request and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. If deemed necessary by either of the Parties, a meeting will be convened within five (5) Business Days, or as otherwise mutually agreed, of CLEC's receipt of the BFR acknowledgement at which the Parties will come to agreement on all additional information needed to process the BFR. CLEC will provide an updated BFR application to include the additional information. CLEC acknowledges that the time intervals set forth in this Schedule begin once SBC-AMERITECH has received a complete and accurate BFR Application Form and, if applicable, the Deposit amount.
6. Within thirty (30) calendar days of its receipt of a complete and accurate Bona Fide Request, SBC-AMERITECH shall provide to CLEC a Preliminary Analysis of the BFR Item (the "**Preliminary Analysis**"). The Preliminary Analysis shall respond in one of the following ways:
 - 6.1. indicate that SBC-AMERITECH will provide the BFR Item; or
 - 6.2. provide a detailed explanation that access to such BFR Item is not technically feasible and/or that the request does not qualify as one that is required to be provided under the Act; or that the BFR is not the correct process for the request.

7. If the Preliminary Analysis indicates that SBC-AMERITECH will provide the BFR Item, CLEC may, at its discretion, provide written authorization for SBC-AMERITECH to prepare a “**BFR Quote**”. The BFR Quote shall, as applicable, include: (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs (v) terms and conditions by which the Request shall be made available, and (vi) any other information SBC-AMERITECH deems relevant to CLEC’s request for the BFR Item. CLEC’s written authorization to develop the BFR Quote must be received by SBC-AMERITECH within thirty (30) calendar days of CLEC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled, subject to CLEC’s obligation to pay SBC-AMERITECH’s reasonable costs incurred for the Preliminary Analysis as set forth in Paragraph 4, above. Any request by CLEC for SBC-AMERITECH to proceed with the preparation of the BFR Quote received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
8. As soon as feasible, but not more than thirty (30) (calendar) days after its receipt of authorization to prepare the BFR Quote, SBC-AMERITECH shall provide to CLEC a BFR Quote.
9. Within thirty (30) days of its receipt of the Bona Fide Request Quote, CLEC must either confirm its order for the BFR Item pursuant to the Bona Fide Request Quote or cancel the Bona Fide Request and reimburse SBC-AMERITECH for its reasonable costs incurred in the preparation of the BFR Quote. If CLEC believes SBC-AMERITECH’s BFR Quote is inconsistent with the requirements of the Act, it may exercise its rights under Section 28.3 of the Agreement. If, SBC-AMERITECH does not receive notice of confirmation or cancellation of the BFR within such thirty (30) calendar day period, the BFR shall be deemed canceled and CLEC will reimburse SBC-AMERITECH for its reasonable costs incurred in preparing the BFR Quote.
10. Unless CLEC agrees otherwise, all prices and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act, the FCC and/or the Commission.
11. 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, or is failing to act in accordance with the Act, such Party may exercise its rights under Section 28.3 of this Agreement or may otherwise seek mediation by the Commission, including the use of any expedited procedures, pursuant to Section 252 of the Act, after giving the other Party written notice at least five (5) calendar days in advance of invoking Section 28.3.

SCHEDULE 2.3 TECHNICAL REFERENCE SCHEDULE

This Schedule 2.3 consists of a list of Technical References included by the Parties in their predecessor interconnection agreement for Indiana. The Parties acknowledge and agree that many of these Technical References may be outdated, and that additional and/or modified Technical References may need to be incorporated into this Schedule 2.3. Further, some Technical References may need to be deleted from this Schedule 2.3. Pursuant to Article II, Section 2.3, the Parties agree to cooperate on the process of updating this list of necessary Technical References to include additional or modified Technical References that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) to assist the Parties in meeting their respective responsibilities hereunder. Once updated, the Parties' list of Technical References shall be included in this Schedule 2.3 via an amendment to the Agreement. Any disputes over the inclusion of a Technical Reference in Schedule 2.3 shall be handled by the Parties using the dispute resolution process of Section 28.3.

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

Dedicated and Shared Transport

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 9.2.1 **LOCAL LOOPS**

9.2.1 Local Loops.

9.2.1.1. Definition. The Loop to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes a transmission facility between a distribution frame (or its equivalent) in a SBC-AMERITECH Central Office and the Loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled (or controlled) by SBC-AMERITECH. The local loop network element includes all features, functions and capabilities of the transmission facility, including dark fiber (as set forth in **Schedule 9.2.3**) attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. In addition, the local loop network element includes DS1, DS3, and fiber. To the extent required by applicable law, the local loop network element includes other high capacity loops. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry. In the event SBC-AMERITECH moves existing loop facilities to new spare or otherwise maintain facilities, SBC-AMERITECH WILL make commercially reasonable efforts to terminate the new facility at the same Network Interface Device location, obviating the need for inside wire re-arrangements on behalf of CLEC. If SBC-AMERITECH intends to move the new Facility it will give CLEC reasonable prior notice pursuant to the written contract instructions provided by CLEC. The demarcation point is that point where SBC-AMERITECH's control of the loop facility ceases, and the subscriber's control (or, in the case of some multiunit premises, the landlord's control) of the wire begins. The demarcation point is defined by control; it is a point where SBC-AMERITECH's and a property owner's responsibilities meet. The loop shall include the use of all test access functionality including without limitation, smart jacks, for both voice and data. In this **Schedule 9.2.1** to **Article IX** any reference to SD-1 shall mean, at CLEC's option, either DS-1 AMI or xDSL facility.

9.2.1.2. Loop Requirements. SBC-AMERITECH must offer unbundled access to Loops. The actual Loop transmission facilities used to provide a Loop may utilize any of several technologies.

9.2.1.3. Unbundled Loop Types

SBC-AMERITECH shall allow CLEC to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled, or in combination (as set forth in Article IX and Schedule 9.3), from local switching and transport.

9.2.1.3.1 “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, SBC-AMERITECH Unbundled Analog Loops.

9.2.1.3.2 “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, SBC-AMERITECH Unbundled Analog Loops.

9.2.1.3.3 “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, SBC-AMERITECH Unbundled Digital Loops (including ISDN).

9.2.1.3.4 “xDSL capable Loop”. xDSL Capable Loop” is a loop that a CLEC may use to deploy xDSL technologies and is provided as set forth in **Schedule 9.2.2.**

9.2.1.3.5 “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 SBC-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.

9.2.1.3.6 DS3 Digital Loop. The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC-AMERITECH Central Office to the loop demarcation point at the end user premises.

9.2.1.4 The Enhanced Extended Link (“EEL”) provides CLEC the capability to serve a customer by extending a customer's loop from the customer's premises to any other premises or office designated by CLEC (including without limitation any CLEC switch location or CLEC co-location space). CLEC shall not be required to co-locate to purchase an EEL. An EEL consists of, at CLEC's option, one or more of the following: an unbundled loop, multiplexing/concentrating facility, and dedicated transport.

9.2.1.5 Access to Unbundled Loops Currently Provided Over Digital Loop Carrier Systems (DLC). SBC-AMERITECH shall provide CLEC access to its

unbundled Loops at each of SBC-AMERITECH's Wire Centers. In addition, if CLEC requests one or more Loops serviced by an Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, SBC-AMERITECH shall, where available either move the requested Loop(s) to a spare, existing physical Loop at no charge to CLEC or move the Loop(s) involved to a parallel universal digital Loop carrier facility. CLEC may request other options including employing equipment in the remote terminal location or in the central office that permits CLEC to service the retail customer in a non-discriminatory manner. SBC-AMERITECH shall provide such options on a Bona Fide Request ("BFR") basis as set forth in Article II where technically feasible. If, however, no spare physical Loop is available, SBC-AMERITECH shall notify CLEC of the lack of available facilities. CLEC may then at its discretion make a Bona Fide Request ("BFR") for SBC-AMERITECH to provide the unbundled Loop and to the extent required by law, SBC-AMERITECH may agree to provide such UNEs through the BFR process. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Schedule 9.5 of this Agreement and the SBC-AMERITECH Network Element Performance Benchmarks set forth in Article XXXII (Performance Measurements) of this Agreement shall not apply to unbundled Loops provided under this Section 9.2.1.5.

9.2.1.6 High Frequency Spectrum. Schedule 9.2.2 (xDSL) of this Agreement contains the requirements associated with SBC-AMERITECH Line Sharing and access to the High Frequency Spectrum of a loop.

9.2.1.7 Spectrum Management

9.2.1.7.1 A request by CLEC for an xDSL capable and/or an xDSL-equipped Loop will be treated in a non-discriminatory manner and provided consistent with Schedule 9.2.2.

SCHEDULE 9.2.2

HIGH FREQUENCY PORTION OF THE LOOP

9.2.2. High Frequency Portion of the Loop.

9.2.2.1 Introduction.

9.2.2.1.1 This Schedule sets forth terms and conditions for providing the High Frequency Portion of the Loop ("HFPL") by SBC-AMERITECH and CLEC.

9.2.2.1.2 The prices at which SBC-AMERITECH agrees to provide CLEC with DSL and HFPL are contained in the applicable Pricing Schedule.

9.2.2.1.3 SBC-AMERITECH shall support CLEC's ability to provide combinations of voice services, data services, or voice and data services.

9.2.2.1.4 SBC-AMERITECH agrees to provide CLEC with access to UNEs (including HFPL offerings) in accordance with the rates, terms and conditions set forth in this Schedule 9.2.2 (HFPL) and the general terms and conditions applicable to UNEs under Article IX, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

9.2.2.2 Definitions.

9.2.2.2.1 SBC-AMERITECH Line Sharing is defined as use of the High Frequency Spectrum ("HFS") of the local loop by CLEC (or a third party CLEC) to provide Advanced Services to customers that obtain retail local voice service from SBC-AMERITECH on the same local loop, as addressed in the FCC's Third Report and Order in Docket 98-147 (Advanced Services) (released Dec. 9, 1999) and Fourth Report and Order in CC Docket No. 96-98 rel. December 9, 1999 (Line Sharing) and other applicable law. Line splitting is defined as use of the High Frequency Spectrum ("HFS") of a UNE loop by CLEC (or a third party CLEC), which was purchased as a UNE from SBC-AMERITECH.

9.2.2.2.2 Line Splitting is defined as use of the High Frequency Spectrum ("HFS") of a UNE loop by CLEC (or a third party CLEC), which was purchased as UNE from SBC-AMERITECH.

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

9.2.2.2.4 For purposes of this Schedule, a "subloop" is defined as any portion of the loop from SBC-AMERITECH'S F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SBC-AMERITECH's outside

plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) (the "**UNE Remand Order**"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

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

9.2.2.2.6 High Frequency Spectrum (**HFS**) loop access is defined as use of the HFS of the loop by CLEC to provide Advanced Services, on UNE loops employed by CLEC in a UNE-P configuration to provide customers local voice service. In this configuration, CLEC leases the entire UNE Loop from the SBC-AMERITECH, and the SBC-AMERITECH performs operational activities necessary to facilitate extracting the HF loop spectrum so that CLEC can utilize the HF portion of the leased loop.

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

9.2.2.2.8 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 9.2.2.7, above, of this Schedule.

9.2.2.2.9 A "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic. A "Splitter" may be requested by CLEC to be provided as ancillary equipment to allow CLEC access to the HFPL on the "Loop" network element.

9.2.2.2.10 "Digital Subscriber Line Access Multiplexer" (**DSLAM**) is a piece of equipment that combines end-user DSL connections to a single high-speed signal for connection to a packet switch, typically ATM or IP.

9.2.2.2.11 “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 SBC-AMERITECH Central Office frame, ADSL technology can only be deployed over Loops which extend less than 18 Kft. from SBC-AMERITECH’s Central Office. ADSL compatible Loops are available only where existing copper facilities can meet the ANSI T1.413-1995 specifications.

9.2.2.2.12 “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.

9.2.2.2.13 “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.

9.2.2.2.14 “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 SBC-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.

9.2.2.3 General Terms And Conditions Relating to the High Frequency Portion of the Loop.

9.2.2.3.1 SBC-AMERITECH will provide a HFPL for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Schedule. SBC-AMERITECH will not impose limitations on the transmission speeds of xDSL services; provided, however, SBC-AMERITECH does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on the HFPL that do not cause significant degradation with analog voice band transmission.

9.2.2.3.2 SBC-AMERITECH shall not deny CLEC's request to deploy any xDSL technology over the HFPL that is presumed acceptable for deployment pursuant to state or federal rules unless SBC-AMERITECH has demonstrated to the state commission in accordance with FCC orders that CLEC's deployment of the specific technology will significantly degrade the performance of other advanced services or traditional voice band services.

9.2.2.3.3 In the event CLEC wishes to introduce a technology on the HFPL that has been successfully deployed by any carrier elsewhere but not otherwise approved by an industry standards body, the Federal Communications Commission or any state commission, CLEC will provide documentation describing that action to SBC-AMERITECH and the state commission before or at the time of its request to deploy such technology within SBCAMERITECH.

9.2.2.3.4 In the event CLEC wishes to introduce a technology on the HFPL that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

9.2.2.3.5 CLEC may provide voice service (to any customer who elects CLEC as their voice service provider) over the same loop that SBC-AMERITECH, or any data affiliate of SBC-AMERITECH or its parent company, uses to provide data services to that customer, without interruption or termination of services provided in the HFS. SBC-AMERITECH shall continue to provide all existing data services in the HFS, for the term of the customer's contract, to any customer that chooses CLEC as their local service carrier for voice services and the retail customer desires continuation of such service.

9.2.2.3.6 When SBC-AMERITECH's traditional retail POTS services are disconnected, SBC-AMERITECH will notify CLEC that POTS service is being disconnected. CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full standalone UNE loop or disconnected. If notification is not provided within three days, SBC-AMERITECH will convert the line shared circuit to a standalone UNE loop, including removing the splitter for use on a future line-shared circuit. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to the underlying **Pricing Schedule**. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.

9.2.2.3.7 Whenever CLEC provides service utilizing an unbundled loop, either as part of UNE-P or otherwise, CLEC shall control the entire loop spectrum. In addition, CLEC has the right to offer services with the HFS portion of the UNE loop, either by itself or via an authorized CLEC Advanced Services Provider. Where CLEC offers services with the HFS portion of the UNE loop via an authorized CLEC Advanced

Services Provider, CLEC will be responsible for all coordination with its ASP, and must ensure that its ASP(s) operate in accordance with this Agreement.

9.2.2.3.8 SBC-AMERITECH and CLEC shall jointly develop and engage in operational readiness testing and subsequently deploy mutually agreeable operational capabilities that deliver non-discriminatory support, whether compared to SBC-AMERITECH operations or any affiliate of SBC-AMERITECH (or the parent company) that provides comparable data service involving use of the HFS of a loop.

9.2.2.4 Procedural Requirements. Operational procedures shall address, without limitation, pre-ordering, ordering, provisioning, maintenance and billing for line sharing and line splitting HFS loop access arrangements. Unless otherwise specified, support requirements will be equally applicable to line sharing, line splitting and HFS loop access. SBC-AMERITECH agrees to immediately engage in a collaborative process to resolve the operational issues related to pre-ordering, ordering, provisioning and billing as specifically related to line sharing, line splitting and HFS access, regardless of form. If the collaborative process does not result in mutually agreeable operational procedures, the parties will resolve remaining disputes in accordance with the Alternative Dispute Resolution process.

9.2.2.5 Advanced Notification. To the extent SBC-AMERITECH provides advanced notification to any CLEC including an affiliate that identifies when xDSL qualified loops and/or electronic loop qualification information access will be made available in a particular central office, SBC-AMERITECH will provide such notification to CLEC on the same basis and at the same time.

9.2.2.6 Advanced Services Equipment Deployment.

9.2.2.6.1 CLEC may directly deploy, (or deploy through an Authorized Advanced Services Provider), any advanced services equipment that operates within the Power Spectral Density (“**PSD**”) mask parameters set forth in T1.413 or conforms to other generally recognized and applicable industry standards.

9.2.2.6.2 SBC-AMERITECH shall not withhold any operational support so as to limit CLEC’s ability to connect its advanced services equipment to a UNE loop. SBC-AMERITECH may deny support only after SBC-AMERITECH has made a showing to, and obtained a finding by, the Commission that the deployment of advanced services equipment that CLEC seeks to utilize will significantly degrade the performance of another advanced service or other voice-based services.

9.2.2.7 Unbundled xDSL-Capable Loop Offerings.

9.2.2.7.1 **DSL-Capable Loops:** For each of the loop types described in Sections 9.2.2.(8).1.1 – 9.2.2.(8).1.2 below, CLEC will, at the time of ordering, notify SBC-AMERITECH as to the Power Spectral Density (PSD) mask of the technology CLEC the will deploy.

9.2.2.7.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is, subject to conditioning charges (except as provided in Section 9.2.2.10.4.1, below), and will be performed at CLEC's request. The rates set forth in **Pricing Schedule** shall apply to this 2-Wire xDSL Loop.

9.2.2.7.1.2 Sub-Loop: In locations where SBC-AMERITECH has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SBC-AMERITECH will make the following options available to CLEC:

9.2.2.7.1.2.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, CLEC has the option of requesting SBC-AMERITECH to make copper facilities available (subject to Section 9.2.2.7.1.6, below).

9.2.2.7.1.2.2 CLEC has the option of collocating a DSLAM in SBC-AMERITECH's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When CLEC collocates its DSLAM at SBC-AMERITECH RTs, SBC- will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

9.2.2.7.1.2.3 Where CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and SBC-AMERITECH has placed a DSLAM in the RT, SBC-AMERITECH must unbundle and provide access to its packet switching. SBC-AMERITECH is relieved of this unbundling obligation if it permits a requesting carrier to collocate its DSLAM in SBC-AMERITECH's remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in the **Pricing Schedule** shall apply to this subloop.

9.2.2.7.1.3 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

9.2.2.7.1.4 When SBC-AMERITECH traditional retail POTS services are disconnected SBC-AMERITECH will notify CLEC that the POTS is being disconnected. CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or line splitting HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and non-recurring charges for the rearrangement

and or disconnect shall apply. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

9.2.2.7.1.5 SBC-AMERITECH shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75. SBC-AMERITECH shall, however, provide line splitting arrangements, to allow UNE-P providers access or their designated agents to access the HFPL of a UNE loop per the FCC's first report and order.

9.2.2.7.1.6 SBC-AMERITECH shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. SBC-AMERITECH shall be under no obligation to provide line sharing where SBC-AMERITECH is not the existing retail provider of the traditional, analog voice service (POTS). SBC-AMERITECH will, however, provide line splitting when SBC-AMERITECH provides UNE-P service. This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request. CLEC shall pay SBC-AMERITECH for any conditioning performed per Section 9.2.2.11.1 and 9.2.2.11.2, below

9.2.2.7.1.7 For each HFPL, CLEC shall at the time of ordering, notify SBC-AMERITECH as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will notify SBC-AMERITECH. Likewise, SBC-AMERITECH will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops SBC-AMERITECH will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide SBC-AMERITECH with a technical description of the technology (including power mask) for inventory purposes.

9.2.2.7.1.8 SBC-AMERITECH shall not impose its own standards for provisioning xDSL services, all parties must abide by commission or FCC approved standards. SBC-AMERITECH will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

9.2.2.8

9.2.2.8.1 Splitter ownership:

9.2.2.8.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in CLEC's collocation

arrangement area (whether caged or cageless) consistent with SBC-AMERITECH's standard collocation practices and procedure. When virtually collocated, SBC-AMERITECH will install, provision and maintain splitters under the terms of virtual collocation.

9.2.2.8.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms and conditions, SBC-AMERITECH agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms and conditions set forth herein. SBC-AMERITECH will determine where such SBC- AMERITECH-owned splitters will be located in each central office. SBC-AMERITECH-owned splitters will be placed in a common area accessible to CLEC if space is available. When placed in common areas accessible to CLEC, CLEC will have test access at the line side of the splitter. Upon CLEC's request, SBC-AMERITECH will perform testing and repair at the SBC-AMERITECH-owned splitter on behalf of CLEC. In the event that trouble is found at the time of testing by SBC-AMERITECH, CLEC shall pay SBC-AMERITECH for such testing at the rates set forth in this Agreement. CLEC will not be permitted direct physical access to the MDF or the IDF for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

9.2.2.8.2 SBC-AMERITECH will agree to lease such splitters a line at a time:

9.2.2.8.3 Forecasts: CLEC agrees to make a good faith effort to provide SBC-AMERITECH with a forecast of its demand for each central office prior to submitting its first LSR. CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SBC-AMERITECH shall have an additional ten (10) business days after such time as the additional splitter equipment is installed in the SBC-AMERITECH central office to install the splitter and to complete the order.

9.2.2.8.4 Forecasts will be non-binding on both SBC-AMERITECH and CLEC. As such, SBC-AMERITECH will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts. SBC-AMERITECH will however make a good faith effort to meet the industry forecasts (with CLEC's forecast included) for deploying the requested facilities.

9.2.2.8.5 SBC-AMERITECH retains the sole right to select SBC-AMERITECH -owned splitter equipment and installation vendors. SBC-AMERITECH will consider the use of new splitter technologies as they are developed. SBC-AMERITECH will have 30 days to install a splitter ordered by CLEC.

9.2.2.8.6 When physically collocated, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Schedule or applicable Commission-ordered tariff. In this arrangement, CLEC will have test access to the line side of the splitter when the splitter is placed in an area

commonly accessible by CLEC. It is recommended that CLEC provision splitter cards that provide test port capabilities. When virtually collocated, SBC-AMERITECH will install the splitter in an SBC-AMERITECH bay and SBC-AMERITECH will access the splitter for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

9.2.2.8.7 Splitter provisioning will use standard configuration cabling and wiring in SBC-AMERITECH locations. Connecting Block layouts will reflect industry standard recognizable arrangements that will work with SBC-AMERITECH's Operations Support Systems (OSS).

9.2.2.8.8 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

9.2.2.8.9 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

9.2.2.9 Operational Support Systems Loop Makeup Information and Ordering.

9.2.2.9.1 General: In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that SBC-AMERITECH is providing any other CLEC and/or SBC-AMERITECH's retail operations or its advanced services affiliate.

9.2.2.9.2 Loop Pre-Qualification: SBC-AMERITECH shall provide CLEC with electronic access to all loop make-up information that is currently or subsequently made available on an electronic basis to any employees of the SBC-AMERITECH or SBC-AMERITECH affiliate(s). SBC-AMERITECH will offer training for CLEC personnel that are no less complete and timely as that provided to other CLECs, personnel of the SBC-AMERITECH or SBC-AMERITECH affiliates who utilize the loop qualification information. To the extent CLEC requires additional loop qualification information that is not available electronically from SBC-AMERITECH, but is maintained in manual records, SBC-AMERITECH shall make such information available in a mutually agreeable form within the same time frame that the information is available to the SBC-AMERITECH's own personnel or that of the SBC-AMERITECH's subsidiary.

9.2.2.9.2.1 SBC-AMERITECH, within thirty (30) days of the effective date of this Agreement, shall disclose to CLEC all loop qualification data that it will make available for understanding the transmission characteristic of a loop, regardless of whether or not the retail operations of SBC-AMERITECH, or the advanced services affiliate of SBC-AMERITECH, currently utilizes such information. SBC-AMERITECH shall, at the same time, identify what information is maintained in electronic versus hard copy media. To the extent multiple sources of the same information exist, SBC-AMERITECH shall identify the most reliable source. For example, to the extent SBC-AMERITECH keeps records that may permit CLEC to understand the quality of the loop,

including any overall quality indicator that may be retained with the loop record, even if it is subjective in nature such records must be identified. Likewise any baseline test results recorded for the loop and/or any history of trouble tickets logged for the loop under consideration should be identified.

9.2.2.9.2.2 SBC-AMERITECH shall provide CLEC with any loop makeup information currently available or subsequently made available directly or indirectly to its retail operation and/or affiliates. Such information includes any assessment of what specific variant of xDSL capability a loop can support and whether such support is contingent upon utilization of particular brand(s) or model(s) of network equipment or premises deployed equipment.

9.2.2.9.2.3 Loop qualification information will be provided by Ameritech at a forward-looking cost based rate.

9.2.2.9.3 Loop Qualification: SBC-AMERITECH will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as SBC-AMERITECH's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

9.2.2.9.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 9.2.2.9.1 above will return information in all fields, including but not limited to, as described in SBC's Plan of Record when such information is contained in SBC-AMERITECH's electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop ordered at the rates set forth in the **Pricing Schedule**.

9.2.2.9.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in the **Pricing Schedule**.

9.2.2.9.4 All categories of loop qualification are subject to the following:

9.2.2.9.4.1 If load coils, repeaters, or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to CLEC.

9.2.2.9.4.2 If CLEC elects to have SBC-AMERITECH provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to any other CLEC or to SBC-AMERITECH's affiliate, whichever is less.

9.2.2.9.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that SBC-AMERITECH perform conditioning at charges set forth in the **Pricing Schedule**. The CLEC may order the loop without conditioning or with partial conditioning if desired.

9.2.2.9.4.4 For HFPL, if CLEC's requested conditioning would degrade the customer's analog voice service, SBC-AMERITECH is not required to condition the loop. However, should SBC-AMERITECH refuse CLEC's request to condition a loop, SBC-AMERITECH will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

9.2.2.10 Ordering. SBC-AMERITECH shall implement Operational Support Systems which supports all transaction types, including adding, deleting, moving or changing of service to support line splitting and HFPL.

9.2.2.11 Provisioning.

9.2.2.11.1 Provisioning: SBC-AMERITECH will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee metallic loop parameters. On loops where CLEC has requested that no conditioning be performed, SBC-AMERITECH's maintenance will be limited to verifying loop suitability based on the loop makeup. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-AMERITECH will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, SBC-AMERITECH will remove load coils, repeaters, and excessive bridged taps (i.e. those exceeding 2500 feet or within 500 feet of the customer or the Central Office) at no charge to CLEC.

9.2.2.11.2 CLEC shall designate, at CLEC's sole option, what loop conditioning SBC-AMERITECH is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the **Pricing Schedule**. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics.

9.2.2.11.3 The provisioning intervals are applicable to the HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

9.2.2.11.3.1 The provisioning and installation interval for HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SBC-AMERITECH's tariffed xDSL-based services, or its affiliate's, whichever is less.

9.2.2.11.3.2 The provisioning and installation intervals for the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-AMERITECH's tariffed xDSL-based services or to its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the CLEC's customer's release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

9.2.2.11.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

9.2.2.11.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the Parties in each instance.

9.2.2.11.3.5 Subsequent to the initial order for an the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the **Pricing Schedule** and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

9.2.2.11.3.6 CLEC, at is sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in the **Pricing Schedule**.

9.2.2.11.3.7 SBC-AMERITECH provisioning activities associated with line splitting of a UNE-P HFS service shall not introduce a greater degree

of service interruption or service degradation than that experienced when the SBC-AMERITECH engages in mandatory line sharing.

9.2.2.11.3.8 For any ordering case affecting a loop where an advanced service is operable, existing wiring shall not be disturbed nor shall service in the HFS be interrupted or otherwise degraded except as documented, in advance, within mutually agreeable provisioning procedures.

9.2.2.11.4. Maintenance.

9.2.2.11.4.1 SBC-AMERITECH will provide CLEC with timely and efficient remote test access capability and operational support necessary to isolate troubles on equipment and facilities used to provide advanced services. SBC-AMERITECH must either provide physical test access at the point where splitting of high frequency spectrum and the voice service occurs or provide a mutually agreeable remote test access alternative (i.e., MLT or equivalent) SBC-AMERITECH shall be responsible for maintenance and repair of any equipment or facilities that it deploys including, but not limited to, the loop facility on the customer side of the splitter, any splitter that SBC-AMERITECH has deployed, and all intra-office wiring that SBC-AMERITECH has provided. SBC-AMERITECH shall cooperate with AT&T for the purposes of sectionalizing, diagnosing and otherwise resolving trouble reported or detected on these facilities.

9.2.2.11.5 Billing. Any chargeable activities initiated by an CLEC, as provided for in this section, shall at CLEC's request be billed by SBC-AMERITECH to CLEC pursuant to AT&T's interconnection agreement.

9.2.2.11.6 Performance Measurement and Consequences. SBC-AMERITECH shall provide xDSL Service to CLEC in accordance with the Performance Standards, Measurements and Penalties detailed in this Agreement.

9.2.2.12 xDSL Acceptance Testing and Cooperative Testing.

9.2.2.12.1 SBC-AMERITECH and CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery.

9.2.2.12.2 Acceptance Testing Procedure.

9.2.2.12.2.1 Upon delivery of a loop to/for CLEC, SBC-AMERITECH's field technician will call the LOC and the LOC tester will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.

9.2.2.12.2.1.1 The SBC-AMERITECH field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit. If requested the field technician will also perform a noise and frequency response test.

9.2.2.12.2.1.2 If the Acceptance Test fails to meet any loop parameters, based upon the type of loop and the loop length and gauge, the LOC technician will take any or all reasonable steps to immediately resolve the problem with CLEC on the line. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC-AMERITECH will re-contact CLEC's representative to repeat the Acceptance Test, or reschedule the Acceptance Test, if necessary. When the aforementioned test parameters are met, CLEC will provide SBC-AMERITECH with a confirmation number and SBC-AMERITECH will complete the order. SBC-AMERITECH will not complete an order that fails Acceptance Testing. The charges for Acceptance Testing shall be TELRIC based as specified in the **Pricing Schedule**.

9.2.2.12.2.1.3 Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard hourly charge and premium time being calculated at two times the standard hourly charge. These charges shall be TELRIC based as specified in the **Pricing Schedule**. Overtime or Premium charges will not apply if SBC-AMERITECH does not charge its own affiliate or any other CLEC for overtime or premium charges in connection with service installation.

9.2.2.13 Maintenance/Service Assurance.

9.2.2.13.1 If requested by either Party, the Parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2.2.13.2 Narrowband/voice service. If the loop becomes significantly degraded certain procedures as detailed below will be followed to restore the service. Should only the narrowband or voice service be reported as significantly degraded or out of service, SBC-AMERITECH shall repair the loop without disturbing the broadband portion of the loop if possible. In any case, either Party shall notify the end user and the other Party any time repair effort has the potential of affecting service on the loop. SBC-AMERITECH may proceed with repair of the voice circuit if unable to reach the end user after a reasonable attempt to do so has been made. When connected facility assignment (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard repair interval.

9.2.2.13.3 SBC-AMERITECH will offer a 4 hour clearing time on trouble reports referred by CLEC and proven to be in the wiring or physically tested and found to be in the Central office, and 24 hours for troubles found to be in the loop.

9.2.2.13.4 If SBC-AMERITECH isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by CLEC data equipment or splitter, SBC-AMERITECH will notify CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24

hours). CLEC will allow the end user the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or SBC-AMERITECH, either Party will notify the other and provide contact names prior to SBC-AMERITECH cutting around the POTS Splitter / equipment to restore POTS. When CLEC resolves the trouble condition in its equipment, CLEC will contact SBC-AMERITECH to restore the HFPL portion of the loop.

9.2.2.13.5 On loops where CLEC has requested recommended conditioning not be performed, SBC-AMERITECH's maintenance will be limited to verifying loop parameters based upon the loop makeup. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-AMERITECH will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any defects which would be unacceptable for POTS and which do not result from the loop's modified design.

9.2.2.13.6 CLEC may perform intrusive testing by having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on CLEC's trouble documentation for non-mechanized tests.

9.2.2.13.7 CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with SBC-AMERITECH beyond the original HFPL service.

9.2.2.14 Spectrum Management.

9.2.2.14.1 CLEC will advise SBC-AMERITECH of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. CLEC, at its option, may provide any service complaint with that PSD mask. At the time of ordering a xDSL-capable loop, CLEC will notify SBC-AMERITECH as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify SBC-AMERITECH. CLEC will abide by standards pertinent for the designated PSD mask type.

9.2.2.14.2 SBC-AMERITECH agrees that, it will maintain an inventory of the existing services provisioned on the cable. SBC-AMERITECH may not segregate xDSL technologies into designated binder groups. SBC-AMERITECH shall not deny CLEC a loop based upon spectrum management issues, subject to 9.2.2.15.3 below. In all cases, SBC-AMERITECH will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by CLEC or by SBC-AMERITECH, as well as competitively neutral as between different xDSL services. Where disputes arise, SBC-AMERITECH and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution

process, SBC-AMERITECH will, upon request from CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

9.2.2.14.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility that differ from those established in this Schedule, SBC-AMERITECH and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

9.2.2.14.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then SBC-AMERITECH and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

SCHEDULE 9.2.3 DARK FIBER

9.2.3 Dark Fiber.

9.2.3.1 Definition. Dark fiber, to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes deployed, unlit fiber optic cable between two points within SBC-AMERITECH's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services.

9.2.3.2 Interoffice Dark Fiber. SBC-AMERITECH will provide dark fiber in the interoffice transport segment of the network as a network element to be provided on an unbundled basis. Interoffice dark fiber is between two different SBC-AMERITECH Central Offices and terminates on a fiber distribution frame, or equivalent, in the Central Offices (including remote and hosts) and tandem offices.

9.2.3.3 Loop Dark Fiber.

9.2.3.3.1 SBC-AMERITECH will provide loop dark fiber as a network element to be provided on an unbundled basis. Loop dark fiber is a segment between a serving SBC-AMERITECH central office and an end user customer premise.

9.2.3.3.2 SBC-AMERITECH will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber includes the following segments:

9.2.3.3.2.1 the serving SBC-AMERITECH central office and a remote terminal/CEV/Hut; or

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

9.2.3.3.3 At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access may be provided to where technically feasible, for example, all Collocation methods set forth in **Article XII** will be considered technically feasible.

9.2.3.3.4 At remote terminals, CEVs and Huts, CLEC's access to the dark fiber may be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

9.2.3.4 Spare Fiber Inventory Availability and Condition. CLEC's request for dark fiber to be provided on an unbundled basis shall be provided by SBC-AMERITECH consistent with FCC rules and applicable state law. Available dark fiber does not include maintenance spares, fibers set aside and documented for commercially reasonably forecasted growth, defective fibers, or fibers subscribed to by other carriers.

9.2.3.5 Determining Spare Fibers.

9.2.3.5.1 SBC-AMERITECH will inventory and track spare dark fibers. Spare fibers do not include the following:

1. Maintenance fibers. The appropriate number of maintenance fibers will be determined consistent with the manner in which fill factors were determined in this state's TELRIC proceedings.
2. Defective fibers.
3. Growth fibers.

9.2.3.5.2 The appropriate SBC-AMERITECH engineering organization will maintain records on each fiber optic cable for which CLEC requests dark fiber.

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

9.2.3.6 Quantities and Time Frames for Ordering Dark Fiber.

9.2.3.6.1 The minimum number of fiber strands that CLEC can order is one unless it is not technically feasible.

9.2.3.6.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in the Pricing Schedule. If spare dark fiber is available, as determined under this Agreement, SBC-AMERITECH will notify CLEC and CLEC may place an Access Service Request ("ASR") for the dark fiber. SBC-AMERITECH will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.

9.2.3.6.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be

processed and the dark fiber facilities assigned for the charges set forth in the **Pricing Schedule**.

9.2.3.7 Access Methods Specific to Dark Fiber. The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an SBC-AMERITECH approved splitter shelf at any technically feasible point. This arrangement allows for non-intrusive testing.

9.2.3.8 Installation and Maintenance for Dark Fiber. SBC-AMERITECH will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment, or as otherwise determined by the Parties.

SCHEDULE 9.2.4
UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

9.2.4 Unbundled Access to Network Interface Devices.

9.2.4.1 Definition. The Network Interface Device (NID) to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319. Without limiting the foregoing, it includes all features, functions and capabilities of the facilities used to connect the loop to the non telephone company wiring. The NID is any means of interconnection of End User customer premises wiring to SBC-AMERITECH's distribution loop facilities, such as a cross connect device used for that purpose. Maintenance and control of the End User's inside wiring (on the End User's side of the demarcation point) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, SBC-AMERITECH offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier. CLEC access to the NID is offered as specified below.

9.2.4.2 Access to NID. The SBC-AMERITECH NIDs, that CLEC uses under this Agreement will be existing NIDs installed by SBC-AMERITECH to serve its End Users. SBC-AMERITECH shall permit CLEC to connect CLEC's Loop to the inside wiring of a subscriber's premises through SBC-AMERITECH's NID in the manner set forth below or at any other technically feasible point.

9.2.4.2.1 Due to the wide variety of NIDs utilized by SBC-AMERITECH (based on Customer size and environmental considerations), CLEC may access the Customer's inside wire by any of the following means:

- (a) CLEC may connect to the End User's premises wiring through the SBC-AMERITECH NID, or at any other technically feasible point.
- (b) With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via SBC-AMERITECH's NID where technically feasible, or at any other technically feasible point designated by CLEC.
- (c) SBC-AMERITECH shall allow CLEC to connect its loops directly to SBC-AMERITECH's multi-line residential NID enclosures that have additional space and are not used by SBC-AMERITECH or any other Telecommunications Carrier to provide service to the premise. CLEC agrees to pay for use of the SBC-AMERITECH NID in accordance with the schedules set forth in the pricing Appendix of this Agreement.

- (d) Where an adequate length of inside wire is present and environmental conditions permit, CLEC may remove the inside wire from SBC-AMERITECH's NID and connect that wire to CLEC's NID;
- (e) 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;
- (f) Enter SBC-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 CLEC's own adjoining NID; or
- (g) Request SBC-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.*, CLEC, its agent, the building owner or the Customer).

9.2.4.2.2 If CLEC accesses the Customer's inside wire as described in **Schedule 9.2.4.2.1(f)**, the time and materials charges will be billed to the requesting party (*i.e.*, CLEC, the building owner or the Customer).

9.2.4.2.3 In no case shall CLEC remove or disconnect SBC-AMERITECH's loop facilities from SBC-AMERITECH's NIDs, enclosures, or protectors.

9.2.4.2.4 In no case shall CLEC remove or disconnect ground wires from SBC-AMERITECH's NIDs, enclosures, or protectors.

9.2.4.2.5 In no case shall either Party remove or disconnect NID modules, protectors or terminals from the other party's NIDs, enclosures or protectors.

9.2.4.2.6 Due to the wide variety of NID enclosures and outside plant environments, SBC-AMERITECH will work with CLEC to develop specific procedures to establish the most effective means of implementing this Schedule 9.2.4.

SCHEDULE 9.2.5 **SUBLOOP**

9.2.5 SubLoop.

9.2.5.1 Definition. The Subloop to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319(a)(2). Without limiting the foregoing it includes the portions of the loop that CLEC can access at any accessible terminal in Ameritech's outside plant. Any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber is considered an accessible terminal for the purposes of this Agreement. Accessible terminals may be located at technically feasible points including:

- a. near the customer premises, such as the pole or pedestal, the NID or the minimum point of entry to the customer premises (MPOE).
- b. at the feeder distribution interface (FDI), where the trunk line, or "feeder," leading back to the central office, and the "distribution" plant, branching out to the subscribers, meet, and "interface."
- c. at the main distribution frame in the incumbent's central office.
- d. at the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

9.2.5.2 Subloop Element - Components and Functionality.

The subloop segments for which CLEC may request access include the following:

FROM:

1. Main Distributing Frame
2. Main Distributing Frame
3. Main Distributing Frame
4. Remote Terminal
5. Remote Terminal
6. Remote Terminal
7. Serving Area Interface or Feeder Distribution Interface
8. Serving Area Interface or Feeder Distribution Interface
9. Terminal
10. NID
11. SPOI (Single Point of Interface)

THROUGH:

Remote Terminal
Serving Area Interface or Feeder Distribution Interface
Terminal
Serving Area Interface or Feeder Distribution Interface
Terminal
Network Interface Device
Terminal
Network Interface Device
Network Interface Device
Network Interface Device
Stand Alone
Stand Alone

9.2.5.3 Loop Concentration/Multiplexing Functionality.

9.2.5.3.1 Loop Concentration and Multiplexing Functionality will be included in Subloops where loop concentration or multiplexing is necessary to the Loops being provided on a subloop element basis to the extent technically feasible.

9.2.5.3.2 The Loop Concentration/Multiplexing Functionality:

(i) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (ii) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (iii) aggregates a specified number of (signals or channels to fewer channels (concentrating); (iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (v) in some instances performs electrical to optical (E/O) conversions.

9.2.5.3.3 Loop Concentration/Multiplexing Functionality may be provided by using equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

9.2.5.4 Subloop Purchase. At its option, CLEC may purchase from SBC-AMERITECH on an unbundled basis the entire Loop and NID in combination, or any Subloop element, (i.e., Loop Feeder, Loop Concentration/Multiplexing Functionality and Loop Distribution); to the extent technically feasible in response to a specific CLEC request, subloop elements shall be available to CLEC through the standard ordering process, and the BFR Process shall not apply to such order.

9.2.5.5 Subloop Interconnection. The space available for collocating and interconnecting at various subloop access points will vary depending on the existing plant at a particular location. Prior to ordering subloop facilities, CLEC will establish Collocation and/or the subloop interconnection arrangement(s) necessary to interconnect to the SBC-AMERITECH subloop network. When CLEC submits a request to provide information on subloop(s) availability, appropriate TELRIC rates, established consistent with **Article IX, Section 9.7**, for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s). The assignment of subloop facilities will incorporate SBC-AMERITECH existing standard practices used to administer outside plant loop facilities, that is, the practice of assigning and administering subloop facilities will continue. Not less than six (6) months from the Effective Date of this Agreement or when LSR/ASR process has been tested and working, whichever is later, subloop(s) elements will be assigned to CLEC only when an LSR/ASR is processed. Until a working LSR/ASR process is established, CLEC will be permitted to order subloop elements via a “paper” process. LSR/ASRs will be processed on a “first come first served” basis. Subloop inquiries do not serve to reserve subloop(s).

9.2.5.6 Subloop Rights-of-Way. Several options exist for Collocation or subloop interconnection arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis. Should additional rights of way be required to accommodate CLEC's access to subloop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. SBC-AMERITECH shall reasonably cooperate with CLEC's efforts to obtain such rights of way and shall be entitled to recover for the costs incurred in that regard.

9.2.5.7 Subloop Provisioning. Subloops will be provided to CLEC with all features and functions that exist within the subloop at the time CLEC orders such subloop unless CLEC requests loop conditioning on xDSL Compatible Subloops for the purpose of offering advanced services. XDSL compatible subloop conditioning will be provided as set forth in Schedule 9.2.2.

9.2.5.8 Subloop Mechanized Testing. The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the SBC-AMERITECH switch may be lost.

9.2.5.9 Subloop Technical Features. Access to subloop will include at a minimum two-wire and four-wire analog voice-grade subloops, two-wire and four-wire DSL subloop, two-wire digital (ISDN) subloop, four-wire DS1 subloop, DS3 subloops and OCn. Each of the listed subloops will be similar to the related existing unbundled loop product offering. Access to the subloop unbundled network elements will be provided at TELRIC based prices. Said prices will be provided by SBC-AMERITECH in writing within 30 days after approval of this Agreement. CLEC will advise SBC-AMERITECH within thirty (30) days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Schedule to reflect such prices as are acceptable. The Parties will meet within forty-five (45) days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within thirty (30) days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

9.2.5.10 Single Point of Interconnection. If CLEC requests, SBC-AMERITECH shall provide a single point of interconnection in any multi-unit premises within sixty (60) days of CLEC's request. SBC-Ameritech shall be compensated at forward-looking pricing principles.

SCHEDULE 9.2.6 SWITCHING

9.2.6 Switching.

9.2.6.1 Definition. The local switching capability to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319. Without limiting the foregoing, it includes:

9.2.6.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

9.2.6.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and

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

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

9.2.6.1.3.2 access to OS/DA and 9-1-1; and

9.2.6.1.3.3 all other features that the switch is capable of providing, including custom calling, CLASS features and Centrex, as well as any technically feasible custom routing provided by the switch.

9.2.6.1.4 Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side and trunk side features they support.

9.2.6.1.5 Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and Centrex capabilities.

9.2.6.1.6 Local Switching also includes the ability to perform Customized Routing to enable CLEC's local Operator Service (OS) and/or Directory Assistance (DA), as well as CLEC's PIC'd toll traffic in a 2-PIC environment to be routed, at CLEC's option, from SBC-AMERITECH's local end office to an alternate OS/DA platform designated by CLEC.

9.2.6.1.7 Customized routing supplied by SBC-AMERITECH shall provide CLEC with the capability of directing CLEC's local traffic to its own operators and/or directory assistance agents or to those of a third party vendor. SBC-AMERITECH shall allow CLEC to commingle local and toll OS and/or DA traffic on existing OS and/or Feature Group D trunks. SBC-AMERITECH shall allow CLEC the option of directing its customers inter-switch traffic on an NPA-NXX basis to a Port or Ports other than the standard routing used by SBC-AMERITECH. SBC-AMERITECH will provide the functionality and features within its local switch (LS) to route all CLEC customer dialed 0+ and 0- calls to the CLEC designated trunk groups via Modified Operator Services Signaling (MOSS).

9.2.6.1.7.1 Where physical network trunking rearrangement work is performed in the process of establishing custom routing trunk groups for migrating Operator and DA services to CLEC SBC-AMERITECH shall apply only those charges necessary to recover the forward-looking economic costs of performing the trunk rearrangements.

9.2.6.1.8 CLEC will be solely responsible for specifying the required custom routing (including code conversions and number translations) as well as the design of any dedicated transport associated with customized routing. SBC-AMERITECH will remain solely responsible for implementing the custom routing at SBC-AMERITECH's central offices, and for the design and engineering of any SBC-AMERITECH provided shared transport.

9.2.6.1.9 Dedicated transport may be purchased from SBC-AMERITECH or CLEC may provide its own.

9.2.6.1.10 SBC-AMERITECH shall not impose any restrictions on CLEC regarding the use of the unbundled local switching it purchases from SBC-AMERITECH provided such use does not result in demonstrable harm to either SBC-AMERITECH network or personnel.

9.2.6.1.11 Vertical features, CLASS features, and other features resident in the ILEC switch are available under ULS. Any features resident in the switch but not offered and priced in this Agreement may be requested on a Bona Fide Request basis.

9.2.6.2 Technical Requirements.

9.2.6.2.1 SBC-AMERITECH shall route local and toll calls to the appropriate trunk ports or line ports for call origination or termination utilizing SBC-AMERITECH's shared transport network, and at CLEC's option SBC-AMERITECH will offer customized routing for unbundled switch line ports. Customized routing will include but not be limited to the customized routing of inter-switch traffic on an NPA-NXX basis to a Port or Ports other than the standard routing used by SBC-AMERITECH, and to the

customized routing of local OS and DA calls, as well as CLEC's PIC'ed toll traffic in a 2-PIC environment as specified by CLEC.

9.2.6.2.2 Where CLEC purchases Local Switching, at CLEC's option, SBC-AMERITECH will provide the functionality and features required to either modify the originating subscriber's line at SBC-AMERITECH's local switch (LS) through the use of routing tables, e.g., via line class codes, or provide AIN functionality, to route all local DA, as well as CLEC's PIC'ed toll DA traffic in a 2-PIC environment, to the CLEC Network. This functionality must be fully tested and be capable of being broadly deployed by SBC-AMERITECH. Functionality and features may also be provided in any other manner mutually agreed to by the parties.

9.2.6.2.3 SBC-AMERITECH will provide Customized Routing via LCC technology. SBC-AMERITECH shall provide custom routing at TELRIC based rates as identified in the Pricing Schedule.

9.2.6.2.4 At CLEC's option, OS traffic shall be pointed to trunk groups specified by CLEC using standard Operator Services dialing protocols of 0+ or 0- where technically feasible. Otherwise, SBC-AMERITECH shall handle these calls on behalf of CLEC and route the calls to SBC-AMERITECH's operator platform for processing.

9.2.6.2.5 At CLEC's option, SBC-AMERITECH shall route all local Directory Assistance calls dialed via 411 or 555-1212 by CLEC Customers to the CLEC Network. Otherwise, SBC-AMERITECH shall handle these calls on behalf of CLEC and route the calls to SBC-AMERITECH's directory assistance platform for processing.

9.2.6.2.6 SBC-AMERITECH shall route all toll and InterLATA Directory Assistance dialed via (NPA) 555-1212, by CLEC Customers, to the customer's PIC'ed carrier for toll and interLATA service respectively.

9.2.6.2.7 When CLEC is the PIC'd custom carrier, any custom routing will be specified by CLEC.

9.2.6.2.8 At CLEC's option, SBC-AMERITECH shall perform code conversions to route all CLEC customer dialed local and toll Directory Assistance calls to an CLEC designated telephone number (i.e., xxx-xxx-xxxx) prior to delivery to the CLEC Network. In the event that SBC-AMERITECH cannot perform this custom routing for any reason, SBC-AMERITECH will either place unconverted dialed calls on the CLEC designated trunk group, or continue to provide CLEC with unbundled Operator Services at CLEC's request.

9.2.6.2.9 All dialing capabilities described herein shall permit CLEC Customers to dial the same telephone numbers to reach CLEC Directory Assistance, or an

CLEC Operator that similarly-situated SBC-AMERITECH customers dial for reaching equivalent SBC-AMERITECH Directory Assistance and SBC-AMERITECH operators.

9.2.6.2.10 If requested by CLEC, SBC-AMERITECH shall provide standard recorded network announcements. At CLEC's request, UNE dedicated and local switching with shared transport originated by an CLEC UNE ULS customer shall be left unbranded by SBC-AMERITECH. Requests for other announcement treatment, that is, CLEC's "sparkle tone", shall be subject to the BFR process.

9.2.6.2.11 Where requested by CLEC, SBC-AMERITECH will change a subscriber from SBC-AMERITECH's retail services to CLEC's unbundled network element platform without loss of dial tone, and SBC-AMERITECH shall be entitled to charge its applicable service order and recurring and non-recurring charges. To the extent SBC-AMERITECH's charges are modified by the Commission's decision in Cause No. 40611-S1, SBC Ameritech shall begin billing the new prices immediately following the Order, and the agreement shall be amended pursuant to Article XXX, Section 30.20. Alternatively, if the modified prices become available before the Parties amend the Agreement and unmodified prices are charged after the prices are effective, either Party may seek additional monies or a refund, as the case may be, to "true-up" the pricing.

9.2.6.2.12 Where CLEC purchases unbundled switching and SBC-AMERITECH provides CLEC with access to SBC's electronic interfaces to perform routine testing (e.g. Mechanized Loop Tests (MLT)), CLEC will be allowed to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

Where CLEC purchases unbundled switching and SBC does not provide CLEC with access to SBC's electronic interfaces to perform routing testing (e.g. MLT), SBC will perform such testing for CLEC and additionally will issue trouble tickets, provide status, and provide trouble history to CLEC.

9.2.6.2.13 SBC-AMERITECH shall repair, restore and maintain SBC-AMERITECH provided equipment that has produced trouble conditions using the same methods, procedures and timeframes used to restore similar SBC-AMERITECH equipment in a non-discriminatory manner.

9.2.6.2.14 SBC-AMERITECH shall control congestion points such as mass calling events, and network routing abnormalities, using appropriate network capabilities.

9.2.6.2.15 SBC-AMERITECH shall record potentially billable events, as applicable, involving usage of the Network Element, and send the appropriate recording data to CLEC as outlined in Schedule 9.3 and in Article XXVII (Billing and Recording) of this Agreement.

9.2.6.2.16 Unbundled local switching will include 911 access in a nondiscriminatory manner.

9.2.6.2.17 SBC-AMERITECH shall provide nondiscriminatory access to switching service point (SSP) capabilities and signaling software to interconnect the signaling links destined to SBC-AMERITECH STPs.

9.2.6.2.18 CLEC may request and SBC-AMERITECH will provide call blocking options (e.g., 900, 976) at parity with those provided to SBC-AMERITECH's own customers.

9.2.6.3 Interface Requirements.

9.2.6.3.1 SBC-AMERITECH shall provide at a minimum the following unbundled Local Switching ports:

Analog basic (POTS)	line side, Loop start or ground start signaling
Analog Centrex	line side, Loop start or ground start signaling.
Analog PBX	line side, Loop start, or ground start signaling
Analog DID	trunk side, Loop signaling, associated with a PBX
DS1 (DID)	trunk side, associated with a PBX
DS1	trunk side
ISDN BRI	two circuit-switched b-channels (64 Kbits/s each) and one D-channel (16 Kbits/s)
ISDN PRI	twenty three circuit-switched b-channels (64 Kbits/s each) and one D-channel (64 Kbits/s)
XDSL	For voice and data services over the same copper pair, incorporates a POTS splitter at local exchange for separating voice from data, with the voice service being treated similar to Analog Basic (POTS) service. The data stream may be terminated on an Internet Protocol Router or an ATM switch, depending upon the encapsulation format.

9.2.6.3.2 Additional interfaces may be requested in accordance with the BFR Process, as set forth in **Article II** of this Agreement.

9.2.6.4 Tandem Switching.

9.2.6.4.1 Definition. Tandem Switching is defined as:

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

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

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

9.2.6.4.2 The charges for Tandem Switching are reflected in the **Pricing Schedule.**

9.2.6.4.3 Technical Requirements

9.2.6.4.3.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. Where a capability is desired by CLEC but is not specified by this TR, is not currently deployed in the SBC-AMERITECH Tandem (as a switch vendor orderable feature), or is not specifically identified in this Schedule 9.2.6, SBC-AMERITECH will work with CLEC to reasonably implement such a custom request using the BFR process. As described in this TR, the requirements for Tandem Switching include, but are not limited to the following:

9.2.6.4.3.1.1 Tandem Switching shall provide signaling including MF, SS7 and any signaling conversions between these signaling formats to establish a tandem connection;

9.2.6.4.3.1.2 Tandem Switching shall provide screening and routing. Requests for screening or routing not currently deployed in the SBC-AMERITECH Tandem will be provided, where technically feasible, in accordance with the BFR process;

9.2.6.4.3.1.3 Tandem Switching shall provide recording, where available, of billable events as described in the above-cited Tandem Supplement TR;

9.2.6.4.3.1.4 Tandem Switching shall provide access to Toll Free number portability database as described in the above-cited TR and TR-NWT-000533, Issue 3, January 1994, "Database Services Switching Points" Section 3.1.2

(“Access Tandem/SSP” for calls between Equal Access End Offices and the Access Tandem);

9.2.6.4.3.1.5 Tandem Switching (if the Tandem is so equipped) shall accept all trunk interconnections discussed in (Physical Network Interconnection) Section of this Agreement (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911)). If the Tandem is not equipped with the capability desired, then CLEC will request such capacity via the BFR process;

9.2.6.4.3.1.6 Tandem Switching shall provide connectivity to transit traffic to and from other carriers as described in Section 9.2.6.4.3.2.

9.2.6.4.3.2 Tandem Switching shall accept trunk connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, SBC-AMERITECHs, ICOs, CAPs and CLEC switches.

9.2.6.4.3.3 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in the Signaling and Signaling System 7 Sections of this Agreement.

9.2.6.4.3.4 Tandem Switching shall record billable events and send them to the destination supplied by CLEC on the Unbundling Questionnaire. Billing requirements are specified in Article XXVII (Billing and Recording) of this Agreement.

9.2.6.4.3.5 SBC-AMERITECH shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by CLEC, the results and reports of the testing shall be made immediately available to CLEC.

9.2.6.4.3.6 SBC-AMERITECH shall maintain CLEC’s trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

9.2.6.4.3.7 When requested by CLEC, on a case-by-case basis, SBC-AMERITECH shall provide performance data regarding traffic characteristics or other measurable elements to CLEC for review.

9.2.6.4.3.8 Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on CLEC traffic shall be at parity with controls being provided or imposed on SBC-AMERITECH traffic (e.g., SBC-AMERITECH shall not block CLEC traffic and leave its traffic unaffected or less affected).

9.2.6.4.3.9 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

9.2.6.4.4 Interface Requirements

9.2.6.4.4.1 SBC-AMERITECH shall provide all signaling necessary to provide Tandem Switching (as described in TR-TSY-000540) with no loss of feature functionality.

9.2.6.4.4.2 Tandem Switching shall accept trunks from CLEC's switch for traffic that is transiting via SBC-AMERITECH network to interLATA or intraLATA carriers.

9.2.6.5 Packet Switching.

9.2.6.5.1 Definition. Packet Switching is defined as the packet switching capability network element, as set forth in F.C.C Rule 51.319. Without limiting the foregoing, it includes the following. Packet Switching is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units. Packet Switching also includes the Digital Subscriber Line Access Multiplexers (DSLAMs) functionality, including but not limited to:

- (i) the ability to terminate copper customer loops (which included both a low band voice channel and a high-band data channel, or solely a data channel);
- (ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- (iii) the ability to extract data units from the data channels on the loops, and
- (iv) the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

9.2.6.5.2 SBC-AMERITECH shall be required to provide nondiscriminatory access to unbundled Packet Switching capability for use with unbundled Loops within the service area of an SBC-AMERITECH central office (a "Service Area") only where each of the following conditions apply:

- (i) SBC-AMERITECH has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems anywhere within such Service Area; or has deployed any

other system that does not enable CLEC to obtain a continuous copper facility between the retail customer's premises and SBC-AMERITECH central office; and

(ii) There are no spare copper loops capable of supporting the xDSL services CLEC seeks to offer; and

(iii) SBC-AMERITECH has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 CFR 51.319(b); and

(iv) SBC-AMERITECH has deployed packet switching capability for its own use.

9.2.6.5.3 All disputes arising under these provisions shall be resolved in accordance with the Alternative Dispute Resolution process set forth in **Article XXVIII** of this Agreement.

SCHEDULE 9.2.8

SIGNALING NETWORKS AND CALL-RELATED DATABASES

9.2.8 Signaling Network and Call-Related Databases.

9.2.8.1 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.

9.2.8.2 Technical Requirements.

9.2.8.2.1 STPs shall provide access to all other Network Elements connected to SBC-AMERITECH SS7 network. These include:

- 9.2.8.2.1.1 SBC-AMERITECH Local Switching or Tandem Switching;
- 9.2.8.2.1.2 SBC-AMERITECH Service Control Points/Databases;
- 9.2.8.2.1.3 Third-party local or tandem switching systems; and
- 9.2.8.2.1.4 Third-party-provided STPSs.

9.2.8.2.2 The connectivity provided by SBC-AMERITECH STPs shall support the signaling functionalities of all Network Elements connected to the SBC-AMERITECH SS7 network. This explicitly includes the use of the SBC-AMERITECH SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the SBC-AMERITECH SS7 network (i.e., transient messages). When the SBC-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.

9.2.8.2.3 If an SBC-AMERITECH Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an CLEC local switch and third party local switch, the SBC-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 CLEC 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 SBC-AMERITECH STPSs, based upon the routing instruction provided in each message.

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

9.2.8.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

9.2.8.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

9.2.8.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

9.2.8.2.5 STPs shall provide all functions of the 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 SBC-AMERITECH local or tandem switching system or database, or is an CLEC or third party local or tandem switching system directly connected to the SBC-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 STPs in an SS7 network connected with the SBC-AMERITECH SS7 network, and shall not perform SCCP Subsystem Management of the destination.

9.2.8.2.6 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 SBC-AMERITECH STPs.

9.2.8.2.7 Signaling Transfer Points (STPs)

9.2.8.2.7.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

9.2.8.2.7.2 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a SBC-AMERITECH designated STP pair to a SBC-AMERITECH STP pair located in a different LATA. In SBC-AMERITECH this arrangement will only be provided for STPs located in the same state. The Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages.

9.2.8.2.7.3 In such instance as CLEC utilizes SBC-AMERITECH's Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the SBC-AMERITECH SS7 signaling on a per call basis.

9.2.8.2.8 STP Technical Requirements

9.2.8.2.8.1 STPs will provide signaling connectivity to the following network elements connected to the SBC-AMERITECH SS7 network: SBC-AMERITECH Local Switching or Tandem Switching; SBC-AMERITECH Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

9.2.8.2.8.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the SBC-AMERITECH STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the SBC-AMERITECH SS7 Network. The Parties will identify to each other the GTT type information for message routing. CLEC will pay a non-recurring charge when CLEC requests SBC-AMERITECH add GTT type information for message routing, in connection with its use of unbundled signaling.

9.2.8.2.9 Interface Requirements

9.2.8.2.9.1 SBC-AMERITECH will provide STP interfaces to terminate A-links, B-links, and D-links.

9.2.8.2.9.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. SBC-AMERITECH will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-AMERITECH STPs.

9.2.8.2.9.3 SBC-AMERITECH will provide intra-office diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-AMERITECH STPs.

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

9.2.8.2.10.1 MTP Routing Verification Test (MRVT); and

9.2.8.2.10.2 SCCP Routing Verification Test (SRVT).

9.2.8.2.11 In cases where the destination signaling point is an SBC-AMERITECH local or tandem switching system or database, or is an CLEC or third party local or tandem switching system directly connected to the SBC-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 SBC-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 SBC-AMERITECH STPSs.

9.2.8.2.12 STPs shall operate in accordance with the following requirements:

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

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

9.2.8.3 SS7 Transport.

9.2.8.3.1 **Definition.** Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps circuits between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

9.2.8.3.2 In SBC-AMERITECH, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a SBC-AMERITECH pair of designated Gateway STPs (i.e., a mated pair) to another SBC-AMERITECH pair of STPs within the same state only. The screening of messages provides for CLEC designation of signaling points associated with CLEC and controls which messages may be allowed by the SBC-AMERITECH STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

9.2.8.3.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of SBC-AMERITECH's STP.

9.2.8.3.4 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).

9.2.8.4 Dedicated Signaling Links.

9.2.8.4.1 Each signaling link is a set of dedicated 56Kbps (or higher speed) circuits between CLEC STPs or switches and the SBC-AMERITECH STP mated pair. The CLEC designated Signaling Points of Interconnection (SPOI) are always collocated in the SBC-AMERITECH STP serving office. This means of collocation is required in the SBC-AMERITECH for access to the SBC-AMERITECH STP. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the SBC-AMERITECH STP to which the link is connected. Dedicated Signaling Links are available to CLEC for its use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

9.2.8.4.2 Dedicated Signaling Links include the following elements:

9.2.8.4.2.1 SS7 Link Cross Connect. The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the SBC-AMERITECH STP building and connects the STP Port Termination to the CLEC SPOI.

9.2.8.4.2.2 STP Port Termination. The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a SBC-AMERITECH STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SBC-AMERITECH STP.

9.2.8.4.2.3 STP Access Link. The STP Access Link provides a 56-kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC SPOI to the STP location.

9.2.8.4.3 CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the SBC-AMERITECH STP location or the CLEC SPOI. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

9.2.8.4.4 CLEC shall identify to SBC-AMERITECH the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location SBC-AMERITECH shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

9.2.8.4.5 When CLEC uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, CLEC acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

9.2.8.4.6 Dedicated Signaling Links are subject to SBC-AMERITECH compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE.

9.2.8.4.7 Technical Requirements.

9.2.8.4.7.1 Dedicated Signaling Link shall consist of full duplex mode 56 Kbps transmission paths.

9.2.8.4.7.2 Dedicated Signaling Link 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).

9.2.8.4.7.3 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities, CLEC-provided facilities or through CLEC purchase of an SBC-AMERITECH dedicated transport facility, previously referred to as the “Access Connection”. Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

9.2.8.4.7.4 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the SBC-AMERITECH SS7 Signaling Network, CLEC may purchase dedicated signaling links to each STP of a mated pair of STPs.

9.2.8.4.7.5 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. SBC-AMERITECH will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

9.2.8.4.7.6 When CLEC requests that SBC-AMERITECH add a Signaling Point Code (SPC), CLEC will identify to SBC-AMERITECH the SPCs associated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in the Pricing Schedule (UNE pricing - “Point Code Addition”).

9.2.8.4.7.7 CLEC will notify SBC-AMERITECH in writing thirty (30) days in advance of any material change in CLEC’s use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

9.2.8.4.7.8 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the CLEC-designated SPOI. Each 56 Kbps circuit shall appear as a DS0 channel within the DS1 interface.

9.2.8.5 Manner of Provisioning.

9.2.8.5.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

9.2.8.5.2 SS7 Transport

9.2.8.5.2.1 CLEC shall use SS7 Transport subject to the screening and routing information of the SBC-AMERITECH STPs, as provided in this Section 9.8.5.2.1. SBC-AMERITECH shall provide information to CLEC on the routes and signaling point codes served by the SBC-AMERITECH STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

9.2.8.5.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the SBC-AMERITECH “regional” STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a SBC-AMERITECH “regional” STP pair to another SBC-AMERITECH STP pair.

9.2.8.5.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which SBC-AMERITECH has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SBC-AMERITECH does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SBC-AMERITECH pairs of STPs, until ordered. When SBC-AMERITECH or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the SBC-AMERITECH signaling network pursuant to the standard requirements of the SS7 protocol.

9.2.8.5.3 Disputes concerning the association of a signaling point among specific link sets associated with a SBC-AMERITECH mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

9.2.8.5.4 Dedicated Signaling Links

9.2.8.5.4.1 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide such information to

SBC-AMERITECH to allow SBC-AMERITECH to translate SBC-AMERITECH STPs. The information shall define the screening and routing information for the signaling point codes of CLEC and may include global title address, translation type and subsystem designations as needed.

9.2.8.5.4.2 Signaling links from SBC-AMERITECH mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:

9.2.8.5.4.2.1 "A" Link Sets from CLEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

9.2.8.5.4.2.2 "B" Link Sets from CLEC's STPs that are connected to SBC-AMERITECH's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

9.2.8.5.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

9.2.8.5.4.4 A pre-order meeting will define the SBC-AMERITECH facility availability and the degree of diversity in both the SBC-AMERITECH physical network and the CLEC physical network from signaling point to signaling point for the link.

9.2.8.5.4.5 All applicable signaling point codes for each signaling link must be installed at each of SBC-AMERITECH's interconnecting STPs.

9.2.8.5.4.6 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SBC-AMERITECH makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SBC-AMERITECH signaling points.

9.2.8.5.5 Use of the STP. When CLEC orders SBC-AMERITECH unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC is needed. The SBC-AMERITECH Local Switch will use the SBC-AMERITECH SS7 signaling network.

9.2.8.6 Responsibilities of SBC-AMERITECH.

9.2.8.6.1 SBC-AMERITECH shall manage the network and, at its sole discretion, apply protective controls; provided that SBC-AMERITECH promptly notify

CLEC of the application of such controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SBC-AMERITECH or CLEC facilities, natural disasters, mass calling or national security demands.

9.2.8.6.2 SBC-AMERITECH shall determine the GTT route for messages routed to GTT, which are associated with SBC-AMERITECH signaling points.

9.2.8.6.3 SBC-AMERITECH shall define regional functions and local functions of its STPs. SBC-AMERITECH will route ISUP messages within the SBC-AMERITECH signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.

9.2.8.6.4 SBC-AMERITECH shall route messages generated by the action of CLEC throughout the SBC-AMERITECH signaling network as specified within this Schedule. The content of the messages is for the use of signaling points of origination and destination. SBC-AMERITECH will not use any information within messages for any purpose not required by or related to the use of the SBC-AMERITECH signaling network. SBC-AMERITECH will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the SBC-AMERITECH signaling network or as may be required by law.

9.2.8.7 Responsibilities of CLEC.

9.2.8.7.1 CLEC shall provision the signaling links at CLEC's premises and from CLEC's premises to SBC-AMERITECH's STP location in a diverse, reliable and technically feasible manner. CLEC shall identify to SBC-AMERITECH the SPC(s) associated with the CLEC set of links.

9.2.8.7.2 CLEC shall identify to SBC-AMERITECH the GTT information for messages that route to CLEC.

9.2.8.7.3 When routing messages addressed to an SBC-AMERITECH Subsystem Number (SSN), CLEC shall use the SBC-AMERITECH defined SSN designation of the SBC-AMERITECH mated STP pair to which the message is routed.

9.2.8.7.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SBC-AMERITECH signaling network.

9.2.8.7.5 CLEC shall furnish to SBC-AMERITECH, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SBC-AMERITECH shall utilize the forecast in its own efforts to project further facility requirements.

9.2.8.7.6 CLEC shall inform SBC-AMERITECH in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to SBC-AMERITECH's network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change.

9.2.8.8 Description of Rate Elements SBC-AMERITECH.

9.2.8.8.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an SBC-AMERITECH end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

9.2.8.8.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

9.2.8.8.3 Signal Formulation. An IAM Formulation usage charge will be assessed for each IAM message formulated at the SBC-AMERITECH tandem for CLEC to SBC-AMERITECH terminated calls.

9.2.8.8.4 Signal Transport. An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the SBC-AMERITECH end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the SBC-AMERITECH end office (excluding LIDB and 800 Access Service).

9.2.8.8.5 Signal Switching. An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

9.2.8.8.6 **Signal Tandem Switching.** An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an SBC-AMERITECH STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

9.2.8.9 Database Services.

9.2.8.9.1 **Definition.** Call related databases are defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes Call related Network Elements that provide the functionality for storage of, and access to, information required to route and complete a particular call. Call related databases include LIDB, CNAM, toll free number database, and AIN databases.

9.2.8.9.2 Technical Requirements for Call Related Databases.

9.2.8.9.2.1 Requirements for call related databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All call related databases shall be provided to CLEC in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Sections 9.2.8.9.2.3 through 9.2.8.9.2.5 below:

9.2.8.9.2.2 SBC-AMERITECH shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in 9.2.8.3 (Signaling and Signaling System 7) of this Agreement, with TCAP as the application layer protocol.

9.2.8.9.2.3 SBC-AMERITECH shall provide physical interconnection to databases via existing interfaces and industry standard interfaces and protocols.

9.2.8.9.2.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in the industry standard technical reference (which applies to both SS7 and non-SS7 interfaces).

9.2.8.9.2.5 Call related database functionality shall be available at parity.

9.2.8.9.2.6 SBC-AMERITECH shall complete database transactions (i.e., add, modify, delete) for CLEC subscriber records stored in SBC-AMERITECH databases at parity through the processes set forth in Article XXXIII (Operations Support Systems) of this Agreement.

9.2.8.9.2.7 SBC-AMERITECH shall provide database maintenance consistent with the maintenance requirements set forth in **Article III** (Interconnection) of this Agreement.

9.2.8.9.2.8 SBC-AMERITECH shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements for call related databases as specified in **Article XXVII** (Billing) of this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).

9.2.8.9.2.9 SBC-AMERITECH shall provide call related databases in accordance with the physical security requirements set forth in **Article VI** (Network Security) of this Agreement.

9.2.8.9.2.10 SBC-AMERITECH shall provide call related databases in accordance with the logical security requirements set forth in **Article VI** (Network Security) of this Agreement.

9.2.8.9.3 Toll Free Routing Service.

9.2.8.9.3.1 The Toll Free 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 Toll Free Routing Service may be provided in conjunction with a Customer's InterLATA or IntraLATA Switched Exchange Access Service.

9.2.8.9.3.2 When Toll Free 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.

9.2.8.9.3.3 SBC-AMERITECH SS7 network is used to transport the query to the SBC-AMERITECH SSP then to the SBC-AMERITECH SCP. Once CLEC's identification is provided, CLEC may use the information to route the toll-free traffic over its network. In these cases, SBC-AMERITECH Switched Access services are not used to deliver a call to CLEC. The toll-free carrier ID data may not be stored for CLEC's future use.

9.2.8.9.4 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).

9.2.8.9.5 Carrier Identification. CLEC may choose the 800 Carrier Identification service to obtain toll-free number screening. With this service, CLEC will launch a query to the SBC-AMERITECH database using its own Service Switching Points (SSPs) network. In contrast to the Call Routing Service described in Section 9.2.8.9.3 above, with the 800 Carrier Identification service, no routing is performed.

9.2.8.9.6 Number Administration. CLEC, at its option, may elect to use SBC-AMERITECH's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, SBC-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 CLEC does not select NAS, CLEC will perform the Responsible Organization service.

9.2.8.10 LIDB Database Service.

9.2.8.10.1 LIDB is a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and CLEC's network, and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, and ZIP Code data. The query originator need not be the owner of LIDB data.

9.2.8.10.2 LIDB Service provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. SBC-AMERITECH provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in Tariff FCC No. 2.

9.2.8.11 Calling Card Validation.

9.2.8.11.1 SBC-AMERITECH shall permit CLEC to access SBC-SBC-AMERITECH's LIDB to validate calling card numbers and requests for bill-to-third party or collect billing. SBC-AMERITECH shall provide LIDB access in a non-discriminatory manner by a SS7 formatted data query to determine the validity of the billing method requested by the caller.

9.2.8.11.2 Technical Requirements.

9.2.8.11.2.1 SBC-AMERITECH shall enable CLEC to store in SBC-AMERITECH's LIDB any subscriber line number or special billing number record, whether ported or not, for which the NPA-NXX or NXX-0/IXX group is supported by that LIDB.

9.2.8.11.2.2 SBC-AMERITECH shall perform the following LIDB functions for CLEC's subscriber records in LIDB:

9.2.8.11.2.2.1 Billed number screening (provides information such as whether the billed number may accept collect or third number billing calls); and

9.2.8.11.2.2.2 Calling card validation.

9.2.8.11.2.3 SBC-AMERITECH shall provide CLEC with nondiscriminatory access to LIDB functionality including but not limited to rates of operating deficiencies.

9.2.8.11.2.4 SBC-AMERITECH shall provide priority updates to LIDB for CLEC data upon CLEC's request to support fraud protection as set forth in Article VI (Fraud Control, Network Security and Law Enforcement) of this Agreement.

9.2.8.12 Calling Name Delivery Service.

9.2.8.12.1 Caller ID identifies a calling party's telephone number through a switch-based feature installed in SBC-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.

9.2.8.12.2 A Customer who subscribes to Caller ID with Name may 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.

9.2.8.12.3 SBC-AMERITECH shall charge CLEC for the CNAM Query as set forth in the **Pricing Schedule**.

9.2.8.12.4 The signaling interface between the CLEC or other local switch and the toll free number database shall use the TCAP protocol as specified in Section 9.2.8.3 (SS7 Transport) of this Schedule.

9.2.8.13 Price and Payment.

9.2.8.13.1 CLEC will pay SBC-AMERITECH a per-Query rate for each Query initiated into SBC-AMERITECH's LIDB and/or CNAM Database. CLEC will also pay SBC-AMERITECH a per-Query Transport Rate for each Validation and OLNS Query initiated into SBC-AMERITECH's LIDB. These rates are set forth in **Pricing Schedule**.

9.2.8.13.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query. These rates are set forth in the **Pricing Schedule**. This nonrecurring charge applies per point code.

9.2.8.13.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application, and/or CNAM Query. The Service Order Nonrecurring Charge is set forth in the **Pricing Schedule**.

9.2.8.13.4 CLEC will make payment to SBC-AMERITECH for LIDB and/or CNAM Database Service based upon the rates set forth in the **Pricing Schedule**. All tariffed rates associated with LIDB and/or CNAM Database Services provided hereunder are subject to change effective with any revisions of such tariffs.

9.2.8.13.5 SBC-AMERITECH will record usage information for CLEC's LIDB and/or CNAM Database Service Queries terminating to SBC-AMERITECH's LIDB. SBC- AMERITECH will use its SCPs as the source of usage data.

9.2.8.13.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be addressed as set forth in **Article XXVII** of this Agreement.

9.2.8.13.7 CLEC will notify SBC-AMERITECH when CLEC discontinues use of an OPC used to Query LIDB and/or CNAM Database.

9.2.8.13.8 SBC-AMERITECH will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 9.2.8.13.2 and 9.2.8.13.3.

9.2.8.13.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to SBC-AMERITECH's LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's CLEC operations within SBC-AMERITECH's incumbent serving areas and when such Queries support other uses of CLEC's service platforms.

9.2.8.13.10 If CLEC operates in more than one (1) State in SBC-AMERITECH's incumbent region, SBC-AMERITECH will apply company-level rates to the LIDB and/or CNAM Database Services provided to CLEC under this Agreement. SBC-AMERITECH will develop these company-level rates based upon the rates established in the relevant States in its incumbent region and an analysis of comparative usage of each state's LIDB and/or CNAM Database information.

9.2.8.14 Ownership of Information.

9.2.8.14.1 Telecommunications companies depositing information in SBC-AMERITECH's LIDB (i.e., Data Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.

9.2.8.14.2 Unless expressly authorized in writing by parties, CLEC will not use LIDB Service for purposes other than those described in this Schedule. CLEC may use LIDB Service for such authorized purposes only on a call-by-call basis. Data accessed on LIDB may not be stored by CLEC elsewhere for future use.

9.2.8.14.3 Proprietary information residing in SBC-AMERITECH's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

9.2.8.14.3.1 Billed (Line/Regional Accounting Office (RAO))

9.2.8.14.3.2 PIN Number(s)

9.2.8.14.3.3 Billed Number Screening (BNS) indicators

9.2.8.14.3.4 Class of Service (also referred to as Service or Equipment)

9.2.8.14.3.5 Reports on LIDB usage

9.2.8.14.3.6 Information related to billing for LIDB usage

9.2.8.14.3.7 LIDB usage statistics

9.2.8.14.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information it received in a Response from SBC-AMERITECH's LIDB.

9.2.8.14.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SBC-AMERITECH's LIDB.

9.2.8.15 Limitation of Liability.

9.2.8.15.1 A Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Schedule regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages not to exceed the amount paid for LIDB and/or CNAM Database Service.

9.2.8.15.2 The remedies as set forth above in this Schedule shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

9.2.8.15.3 In no event shall SBC-AMERITECH have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB and/or CNAM Database Service purchasers.

9.2.8.15.4 SBC-AMERITECH is furnishing access to its LIDB and/or CNAM Database to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While SBC-AMERITECH agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record and/or CNAM Database information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that SBC-AMERITECH can furnish Line Record and CNAM Database information only as accurate and current as the information has been provided to SBC-AMERITECH for inclusion in its LIDB. Therefore, SBC-AMERITECH, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record or CNAM Database information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by SBC-AMERITECH's willful misconduct or gross negligence.

9.2.8.16. Liability Provisions Applicable to Calling Name Information Service.

9.2.8.16.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY SBC-AMERITECH HEREUNDER SHALL BE PROVIDED "AS IS". SBC-AMERITECH MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. SBC-AMERITECH, IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES,

RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.

9.2.8.16.2 CLEC acknowledges that SBC-AMERITECH's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, SBC-AMERITECH, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in SBC-AMERITECH's Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from SBC-AMERITECH's willful misconduct or gross negligence.

9.2.8.16.3 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

9.2.8.16.4 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to SBC-AMERITECH's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, SBC-AMERITECH, in addition to the limitations of liability set forth in this Section 9.2.8.16, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold SBC-AMERITECH harmless from and defend and indemnify SBC-AMERITECH for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by SBC-AMERITECH's willful misconduct or gross negligence.

9.2.8.17 Communication and Notices. Ordering and billing inquiries for the services described herein from SBC-AMERITECH shall be directed to the Local Service Center (LSC).

9.2.8.18 Confidentiality. The Parties' Proprietary Information is subject to the terms and conditions of Article XX of this Agreement.

9.2.8.19 Mutuality. CLEC agrees to make its Line Record Information available to SBC-AMERITECH. Should CLEC store its Line Record information in a database other than SBC-AMERITECH's, CLEC will make such Information available to SBC-AMERITECH through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between SBC-AMERITECH and the database provider. SBC-AMERITECH agrees to negotiate in good faith to reach such an agreement. If SBC-AMERITECH is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by SBC-AMERITECH's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

9.2.8.20 Unbundled AIN Application Process.

9.2.8.20.1 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.

9.2.8.20.2 Upon request by CLEC, and where technically feasible, SBC-AMERITECH will provide CLEC with access to SBC-AMERITECH's Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Article, Schedule or amendment, as applicable, subject to approval by the appropriate state Commission.

SCHEDULE 9.2.9
OPERATOR SERVICES AND DIRECTORY SERVICES

9.2.9 Operator Services & Directory Services.

9.2.9.1 Operator Services. Operator Services consist of the following services.

9.2.9.1.1 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 SBC-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.

9.2.9.1.2 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.

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

9.2.9.1.4 Database Access - To the extent technically feasible, SBC-AMERITECH will provide access to databases used in the provisioning of Operator Services via CLEC's Bona Fide Request.

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

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

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

9.2.9.2.3 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 CLEC if it direct trunks its DA calls to SBC-AMERITECH.

9.2.9.2.4 Upon request, and through a technically feasible arrangement, SBC-AMERITECH will provide access to databases used in the provisioning of DA via CLEC's Bona Fide Request at rates that recover SBC-AMERITECH's costs of developing, providing and maintaining the service. Such unbundled access to the DA database shall be for the purpose of having CLEC's Telephone Exchange Service DA listing in the area placed

into SBC-AMERITECH's DA database, or to enable CLEC to read DA listing in the database so that CLEC can provide its own DA service.

9.2.9.3 Rate Application. SBC-AMERITECH shall bill CLEC the applicable rates on a monthly basis, in accordance with the following methodology:

9.2.9.3.1 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.

9.2.9.3.2 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.

9.2.9.3.3 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. SBC-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.

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

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

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

SCHEDULE 9.3 UNE-PLATFORM

9.3 UNE Platform.

9.3.1 Definition. The Unbundled Network Element Platform (UNE-P) is an end-to-end combination of network elements that permits CLEC to offer a full range of telecommunications (and enhanced) services to end users and other carriers. The UNE-P includes, Loop with the NID, Switching, Shared Transport, SBC-AMERITECH Provided Operator Services and Directory Assistance (or at CLEC's option customized routing of Operator Services and Directory Assistance) Tandem Switching, and Signaling and Call-Related databases.

9.3.2 Features of UNE-P that are required include, but are not limited to:

9.3.2.1 UNE-P to be AIN based – allowing for information (i.e., call details for originating and terminating calls) sufficient to enable CLEC billing of its end users and other carriers for all call types. SBC-AMERITECH will provide to CLEC category 10 and 11 EMI records. The originating carrier number (OCN) will be included in the EMI records where applicable. The UNE identifier will be included in all EMI records. The Parties will negotiate call flows to include in the agreement consistent with this UNE-P.

9.3.2.2 UNE-P not to impair or deny CLEC's receipt of toll access revenues or reciprocal compensation associated with UNE-P switch ports that originate and terminate calls;

9.3.2.3 At CLEC's option, SBC-AMERITECH provision of an CLEC specific CIC where the routing of intraLATA local and toll traffic is involved;

9.3.2.4 UNE-P not to require collocation in any SBC-AMERITECH facility for any purpose;

9.3.2.5 UNE-P not to impose end user restrictions, e.g., customer type, number of lines or locations on CLEC's ability to order and provision service to its end users using UNE-P. SBC-AMERITECH may not impose limitations of any kind on the ability of CLEC to use the UNE-P for new customers;

9.3.2.6 UNE-P not to require any different pre-ordering processes where migrations to CLEC flow from SBC-AMERITECH or from another CLEC; that in the course of migrations to or from UNE-P served local service, customers will not be out of service for any length of time;

9.3.2.7 SBC-AMERITECH shall allow CLEC customers to retain SBC-AMERITECH voice mail services, subject to the parties negotiating a separate agreement with SBC-AMERITECH, at the end user's election when converting from SBC-AMERITECH retail local services when converting from SBC-AMERITECH retail local services to such voice mail service;

9.3.2.8 In those circumstances where CLEC chooses to provide voice mail services from its own delivery platform or from other delivery platforms, SBC-AMERITECH will not require collocation or other impediments to serving CLEC's end users.

9.3.3 OSS Interface. The Operations Support System ("OSS") interfaces that SBC-AMERITECH will make available for support of UNE-P will be fully functional application-to-application electronic interfaces that do not require SBC-AMERITECH manual intervention in processing of UNE-P transactions.

9.3.3.1 The OSS capabilities that SBC-AMERITECH uses to support its UNE-P product will include pre-ordering, ordering, provisioning, repair and maintenance and billing.

9.3.3.2 The interfaces and legacy systems will be supported with Business Rules documentation, the SBC-AMERITECH Product and Service Ordering Guide and EDI Requirements that are full and complete and that comport with SBC-AMERITECH's production systems.

9.3.3.3 SBC-AMERITECH's Business Rules for Pre-Ordering and Ordering will include the provision of acknowledgement (ACK) transactions that respond to each request sent to SBC-AMERITECH by CLEC over the electronic interface.

9.3.3.4 SBC-AMERITECH will provide OSS test environments that mirror its production environment at all times.

9.3.3.5 SBC-AMERITECH will provide OSS test environments for new releases of its interfaces and systems for a period of thirty (30) days prior to the installation of the new releases in the SBC-AMERITECH production environment.

9.3.3.6 SBC-AMERITECH will announce and make changes to its OSS interfaces, systems and operations, allow CLEC to request changes to the OSS interfaces and systems consistent with the SBC/SBC-AMERITECH Change Management Process.

9.3.3.7 SBC-AMERITECH will provide production support processes for reporting troubles and for escalations as needed, for its OSS interfaces, systems and operations.

9.3.3.8 SBC-AMERITECH will provide access to its OSS interfaces, systems and operations to CLEC consistent with the availability of its retail support systems.

9.3.3.9 SBC-AMERITECH's OSS interfaces, systems and operations will be uniform across the entire five (5) state region of SBC-AMERITECH's operating territory, employing uniform business rules, uniform data formats, uniform transport protocols, uniform implementations and uniform security protocols.

9.3.4 Pre-Ordering.

9.3.4.1 Functional Requirements. SBC-AMERITECH will provide the following Pre-Ordering functionalities:

9.3.4.1.1 Inquiry and Response to reserve telephone number(s) and to make changes to those reservation arrangements.

9.3.4.1.2 Inquiry and Response to select and assign telephone number(s).

9.3.4.1.3 Inquiry and Response to obtain fielded customer service record ("CSR").

9.3.4.1.4 Inquiry and Response to obtain information about the availability of products, services and features on a switch-specific basis.

9.3.4.1.5 Inquiry and Response to obtain available due dates for service migrations and installations that are specific to a wire center or dispatch center's territory.

9.3.4.1.6 Inquiry and Response to request PIC and LPIC codes showing the availability of interexchange carriers on a switch-specific basis.

9.3.4.1.7 Inquiry and Response to verify street addresses against the SBC-AMERITECH Street Address Guide ("SAG").

9.3.4.1.8 Inquiry and Response to verify retention of TN for moves between one wire center and another or within a wire center.

9.3.4.1.9 Inquiry and Response to determine the characteristics of loops for shared lines (voice/data), xDSL and ISDN services.

9.3.4.1.10 Inquiry and Response data elements are defined consistently with ordering data elements.

9.3.4.2 Technical Requirements. SBC-AMERITECH agrees to the following Pre-Ordering technical requirements.

9.3.4.2.1 The Pre-Ordering technical requirements include:

9.3.4.2.1.1 that CLEC be able to interoperate with SBC-AMERITECH via EDI or CORBA/IDL;

9.3.4.2.1.2 that the processing of CLEC inquiries and provision of the response transactions be at parity with the provision of pre-order inquiries that are provided to SBC-AMERITECH retail operations;

9.3.4.2.1.3 that the integration of pre-ordering and ordering be equivalent to the integration provided to SBC-AMERITECH retail operations.

9.3.5 Ordering.

9.3.5.1 Ordering functional requirements include:

9.3.5.1.1 that UNE-P migration orders not require CLEC to supply the end user's street address within the service order or require CLEC to supply end user information that is already in SBC-AMERITECH's possession such as the end-user's billing account number;

9.3.5.1.2 that UNE-P migration orders not require CLEC to supply any feature or service information associated with the end user that is not part of the features or services migrating to CLEC;

9.3.5.1.3 that UNE-P ordering not require additional service orders per line or location than are required to service a retail customer line or location;

9.3.5.1.4 that SBC-AMERITECH will, upon CLEC's request specified in the order, provide automated loop testing through the local switch and not through an installed loop test point;

9.3.5.1.5 that all UNE-P orders are eligible for full flow through SBC-AMERITECH's interfaces and legacy systems;

9.3.5.1.6 that SBC-AMERITECH will flow all necessary information from UNE-P ordering through to the Line Information Data Base ("LIDB");

9.3.5.1.7 that SBC-AMERITECH provide rejection notices for incorrectly formatted orders and confirmations for valid orders within two hours of receipt of an CLEC UNE-P order;

9.3.5.1.8 that SBC-AMERITECH provide a period of ten (10) days for CLEC to correct orders that failed due to incorrect order content;

9.3.5.1.9 that SBC-AMERITECH accept supplemental orders that contain the end-state of the order and not changes or references to a previous version of the order.

9.3.6 Provisioning.

9.3.6.1 Provisioning functional requirements include:

9.3.6.1.1 that SBC-AMERITECH provide electronic notices reflecting jeopardy conditions for UNE-P order completions;

9.3.6.1.2 that SBC-AMERITECH provide UNE-P order completion notices that are fielded and parsed and contain all feature and line information pertaining to the order.

9.3.7 Repair and Maintenance.

9.3.7.1 Repair and Maintenance functional requirements include:

9.3.7.1.1 that SBC-AMERITECH's maintenance systems will be accessible to CLEC for purposes of executing mechanized loop testing ("MLT") in real time;

9.3.7.1.2 that SBC-AMERITECH provide electronic notices reflecting jeopardy conditions for UNE-P repair and trouble tickets;

9.3.7.1.3 that SBC-AMERITECH provide an electronic interface (Electronic Bonding) to CLEC where an application-to-application or Web GUI interface can be employed for trouble administration.

9.3.8 Billing.

9.3.8.1 Billing functional requirements include:

9.3.8.1.1 SBC-AMERITECH will bill CLEC via CABS as opposed to CRIS;

9.3.8.1.2 All wholesale billing formats for the UNE-P will be electronic, formatted in accordance with CABS or SECAB, as appropriate, and comply with applicable requirements of the OBF.

9.3.9 Operator Services .

9.3.9.1 Operator services will, at CLEC's option, be provided to CLEC in conjunction with the UNE-P as described in **Schedule 9.2.6** and **9.2.9**.

9.3.10 Directory Assistance.

9.3.10.1 Directory assistance will, at CLEC's option, be provided to CLEC in conjunction with the UNE-P as described in **Schedule 9.2.6** and **9.2.9**.

9.3.11 Rates. Rates for the UNE-P will be established by the Commission in Cause No. 40611-S1. Until such time that the rates are established pursuant to Cause No. 40611-S1, SBC-AMERITECH shall set the prices for the UNE-P by subtracting from the sum of the combined UNEs those UNEs which are avoided by virtue of their purchase as a package.

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

9.5 Provision of Network Elements.

9.5.1 General Provisioning Requirements.

9.5.1.1 Subject to the terms of **Article IX**, CLEC may order and/or request Network Elements on an unbundled basis either individually or as Combinations.

9.5.1.2 any additional Combination provided previously hereunder by SBC-AMERITECH pursuant to the Bona Fide Request process shall be identified and described by CLEC so that they can be ordered and provisioned as a Combination and shall not require the enumeration of each Network Element within that Combination on each provisioning order; provided that in each case CLEC shall specify on each order the type of service to be provided as well as the engineering and routing characteristics (e.g., redundancy requirements and data transfer rates) CLEC requests for such Combination.

9.5.1.3 CLEC may order from SBC-AMERITECH multiple individual Network Elements on a single order without the need to have CLEC 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.

9.5.1.4 SBC-AMERITECH shall provide all provisioning services to CLEC during the same business hours SBC-AMERITECH provisions similar services for its end user customers, but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m. SBC-AMERITECH will provision non-coordinated standalone number portability-only cut-overs on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (“RSMS”) is unavailable due to update or maintenance activity. Provisioning of non-coordinated standalone number portability cut-overs on Sundays is subject to CLEC obtaining industry agreement that all carriers will conduct their Local Service Management Systems (“LSMS”) update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cut-overs will be developed via the Bona Fide Request process and will be set forth the Pricing Schedule. CLEC agrees to reimburse SBC-AMERITECH for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cutovers, as provided in the applicable Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If CLEC submits a Bona Fide Request that SBC-AMERITECH perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, rates for such services will be developed via the Bona Fide Request process and be set forth in the **Pricing Schedule**.

9.5.1.5 SBC-AMERITECH shall provide a Single Point of Contact (each, a “SPOC”) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of SBC-AMERITECH’s unbundled Network Elements or Combinations. The SPOCs shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. Each SPOC shall also provide to CLEC a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m., 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 or Combinations.

9.5.1.6 SBC-AMERITECH shall provide to CLEC a single point of contact (the “**Local Service Center**” or “**LSC**”) for ordering unbundled Network Elements. A national toll-free number will be provided. This LSC is responsible for order acceptance, order issuance, and return of the Firm Order Commitment (“FOC”) to CLEC as specified in this Schedule 9.5. In addition, SBC-AMERITECH shall provide to CLEC a single point of contact (the “**Local Operations Center**” or “**LOC**”) for all provisioning, maintenance, repair, and cut-over coordination. A national toll-free number will be provided twenty-four (24) hours a day, seven (7) days a week.

9.5.1.7 SBC-AMERITECH will recognize CLEC as the Customer of Record of all Network Elements on an unbundled basis and agreed to Combinations ordered by CLEC and will send all notices, invoices and pertinent Customer information directly to CLEC.

9.5.1.8 SBC-AMERITECH may not initiate any disconnection or rearrangement of any CLEC ordered Network Element on an unbundled basis or Combination, except as directed by CLEC or as otherwise provided in this Agreement.

9.5.1.9 SBC-AMERITECH will provide CLEC with a Firm Order Confirmation (“FOC”) for each order for all network elements on an unbundled basis. The FOC shall contain an enumeration of CLEC’s ordered Network Elements, services or Combination features, options, physical Interconnection, quantity and a due date for the order. SBC-AMERITECH must return the FOC for unbundled elements within five (5) hours of SBC-AMERITECH’s receipt of any electronically submitted order and within twenty-four (24) hours of SBC-AMERITECH’s receipt of any manually submitted (faxed) order.

9.5.1.10 SBC-AMERITECH will perform pre-testing of Network Elements in accordance with SBC-AMERITECH’s standards. At CLEC’s request, SBC-AMERITECH will make available to CLEC on a weekly batch basis any available test and turn-up results in support of the Network Elements or Combinations ordered by CLEC. CLEC shall be responsible for any costs incurred by SBC-AMERITECH to provide copies of any available results. If CLEC requests SBC-AMERITECH to provide CLEC with any test or turn-up results which SBC-AMERITECH does not then generate, CLEC shall request such results through the Bona Fide Request process.

9.5.1.11 As soon as identified, SBC-AMERITECH shall provide notification electronically of CLEC orders that are incomplete or incorrect and therefore cannot be processed.

9.5.1.12 As soon as identified, SBC-AMERITECH shall provide notification electronically of any CLEC orders that are incomplete or incorrect and therefore cannot be processed.

9.5.1.13 Subject to **Article IX**, Network Elements and Combinations will be provisioned with a combination of customer-specific and bulk orders as specified by CLEC.

9.5.1.14 SBC-AMERITECH shall provide to CLEC upon request:

- (a) a list of all services and features technically available from each switch that SBC-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 and Combination; provided that CLEC shall pay SBC-AMERITECH for the costs incurred by SBC-AMERITECH to provide CLEC with copies of such information.
- (d) a listing of all technically available functionalities for each Network Element or Combination.
- (e) advanced information on the details and requirement for planning and implementation of NPA splits.

9.5.1.15 Within twenty-four (24) hours of CLEC's request, SBC-AMERITECH will perform cooperative testing with CLEC (including trouble shooting to isolate any problems) to test Network Elements or Combinations purchased by CLEC in order to identify any performance problems.

9.5.1.16 For orders of Network Elements (and LNP with the installation of a Loop) that require coordination among SBC-AMERITECH, CLEC and CLEC's Customer, CLEC shall be responsible for any necessary coordination with the CLEC Customer.

9.5.2 Unbundled Local Loop Transmission

9.5.2.1 Access to Unbundled Local Loops.

9.5.2.1.1 CLEC may access SBC-AMERITECH's Unbundled Local Loops via Collocation or in accordance with Article IX of this Agreement at the SBC-AMERITECH Wire Center where that element exists and each Loop shall be delivered to CLEC's Collocation by means of a Cross-Connection, which shall be an additional charge. CLEC may also access unbundled loops without purchasing collocation from SBC-AMERITECH, or access via a third party, when CLEC purchases contiguous unbundled network elements or service from SBC-AMERITECH, regardless of whether the unbundled network elements are currently combined or SBC-AMERITECH or CLEC combines the elements.

9.5.2.2 Provisioning of Unbundled Loops. The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled Network Elements:

9.5.2.2.1 CLEC shall request unbundled Loops from SBC-AMERITECH by delivering to SBC-AMERITECH a valid electronic transmittal service order (a "Service Order") using the electronic interface described in Article XXXIII ("Operations Support Systems). In the event electronic transmittal interfaces are unavailable, orders may be submitted manually (faxed). Within five (5) hours of SBC-AMERITECH's receipt of an electronically submitted Service Order or within twenty-four (24) hours of SBC-AMERITECH's receipt of a manually submitted (faxed) Service Order, SBC-AMERITECH shall provide CLEC the firm order confirmation ("FOC") date according to the applicable SBC-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.

9.5.2.2.2 SBC-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.

9.5.2.2.3 SBC-AMERITECH agrees to coordinate with CLEC prior to the due date a scheduled conversion date and time.

9.5.2.2.4 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 SBC-AMERITECH requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

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

9.5.2.2.5.1 SBC-AMERITECH will process "hot cuts" according to the procedures resulting from Wisconsin OSS Prehearing, Cause No. 6720-TI-160, effective September 11, 2000. SBC-AMERITECH and CLEC agree to comply with any modifications to the Wisconsin hot cut process, including as the result of the Indiana OSS Collaborative, and agree to incorporate such modifications in this Agreement.

9.5.2.2.5.2 Subject to such modification as may be required by Section 9.5.2.2.5.1, above, SBC-AMERITECH will perform pre-cut-over test procedures forty-eight (48) hours prior to the scheduled cut time. These procedures shall be designed to identify potential problems with a hot cut and allow sufficient time for Ameritech and/or CLEC to resolve the problem in a timely manner or to reschedule the order.

SBC-AMERITECH will "lay in" jumpers between the connecting facility assignment ("CFA") appearance on the IDF/MDF and the MDF appearance of the cable pair assigned to the unbundled loop order at least 48 hours prior to the due date. Once the jumpers are laid in, Ameritech will perform an ANI test using the telephone number assigned by CLEC. This test shall be conducted in a manner which verifies the number assigned by CLEC and utilizes the laid-in jumpers between the cable pair's MDF appearance and the CFA to ensure continuity.

SBC-AMERITECH will immediately identify and correct any deficiencies found in their equipment and facilities, and notify CLEC of any CFA, dial tone or switch translation problems identified in CLEC's network.

9.5.2.2.6 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 CLEC 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 SBC-AMERITECH (and not by a Delaying Event), SBC-AMERITECH shall waive the applicable Line Connection Charge for such element. If CLEC has ordered LNP with the installation of a Loop, SBC-AMERITECH will coordinate the implementation of LNP with the Loop conversion during the sixty (60) minute interval at no additional charge.

9.5.2.2.7 Requests for maintenance or repair of unbundled Loops are initiated via telephone call to the LOC or electronically using the industry standard "electronic bonding" interface ("EBI") in accordance with **Article XXXIII** ("Operations Support Systems"), and are handled by the LOC. The LOC works with local SBC-AMERITECH personnel to perform any manual testing that may be required to isolate the trouble.

9.5.3 Unbundled Local Switching.

9.5.3.1 Access to Unbundled Local Switching.

9.5.3.1.1 CLEC may access SBC-AMERITECH's Unbundled Local Switching via Collocation or in accordance with **Article IX** of this Agreement at the SBC-AMERITECH Wire Center where that element exists and such line-side and/or trunk-side port will be delivered to CLEC's Collocation by means of a Cross-Connection, which may be an additional charge. Where CLEC purchases ULS with other contiguous UNEs or services - as a combination - collocation will not be required.

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

9.5.3.1.3 Unbundled Local Switching also provides access to additional features and capabilities that the switch has available for activation. CLEC 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.

9.5.3.1.4 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. SBC-AMERITECH will provide these special capabilities if technically feasible and upon CLEC's Bona Fide Request. CLEC will pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the requested capability.

9.5.3.1.5 Unless already provided by SBC-AMERITECH as a service offering, and if not, upon CLEC's Bona Fide Request, SBC-AMERITECH will provide any technically feasible customized local routing of traffic through Unbundled Local Switching by class of call (e.g., operator, directory assistance, 911, toll, local, etc.). SBC-AMERITECH will develop and provide any requested customized routing the switch is capable of providing, upon agreement by CLEC to pay recurring and nonrecurring TELRIC based costs of developing, installing, updating, providing and maintaining such custom routing.

9.5.3.1.6 SBC-AMERITECH provides, on an optional basis, the ability to connect line-side ports and/or trunk-side ports within the same switch with a group of common attributes. An example, is a request for Unbundled Local Switching to provide a Centrex service with intercom calling within the system and with certain common features. The attributes available include intercom calling, group call pick-up, and Automatic Route Selection. Intercom calling is defined as the ability of the line-side ports to call one another by dialing 3-7 digits. Group call pick up is defined as allowing one line-side port to answer a call directed to another line-side port in the same call pick-up group. ARS is defined as the ability to route calls to a specific group of trunk-side ports.

9.5.3.1.7 SBC-AMERITECH will switch traffic through its local switching element in accordance with SBC-AMERITECH standard switching translations and screening in use in that switch. The custom routing optional feature enables CLEC to specify special routing, by class of call, of some or all traffic incoming into 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. Special routing 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 CLEC's agreement to pay the applicable costs.

9.5.3.2 Provisioning of Unbundled Local Switching. The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled Network Elements:

9.5.3.2.1 CLEC shall request Unbundled Local Switching from SBC-AMERITECH by delivering to SBC-AMERITECH a valid electronic transmittal service order (a "Service Order") using the electronic interface described in Article XXXIII ("Operations Support Systems"). In addition, pre-ordering functions are supported via electronic data interchange (EDI) format as utilized for Resale Services. Within five hours of SBC-AMERITECH's receipt of any electronically submitted Service Order and within twenty-four (24) hours of SBC-AMERITECH's receipt of a manually submitted (faxed) Service Order, SBC-AMERITECH shall provide CLEC the firm order confirmation ("FOC") date by which the Unbundled Local Switching ports covered by such Service Order will be installed.

Where connection of the Unbundled Local Switching port(s) to customized routing is required by CLEC, the specific custom routing pattern desired must already exist. In those instances where the custom routing pattern does not already exist, CLEC may request the development and establishment of such custom routing pattern via a Bona Fide Request. While the custom routing pattern is being developed, CLEC may do one of the following: (a) defer activation of the Unbundled Local Switching port until the routing pattern is established, (b) offer the Customer resale on an interim basis, or (c) convert the existing basic office

routing pattern. If CLEC elects option (c) and later desires to convert the Unbundled Local Switching port using SBC-AMERITECH's office routing pattern to a customized routing pattern, an additional Line Connection Charge will apply.

9.5.3.2.2 SBC-AMERITECH agrees to coordinate with CLEC at least forty-eight hours prior to the 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**").

9.5.3.2.3 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 SBC-AMERITECH requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

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

9.5.3.2.4 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 CLEC 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 SBC-AMERITECH (and not by a Delaying Event), SBC-AMERITECH shall waive the applicable Line Connection Charge for such element.

If CLEC has ordered INP with the installation of a Loop, SBC-AMERITECH will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional coordination charge (other than the applicable standard service order and line connection charges).

SBC-AMERITECH shall provide to CLEC equivalent functionality of blocking calls (e.g., 900, 976 and international calls) as provided to SBC-AMERITECH's retail Customers.

9.5.3.2.5 When ordering a Local Switching Element, CLEC may order from SBC-AMERITECH separate interLATA and intraLATA capabilities (i.e., 2 PICs where available) on a line or trunk basis.

9.5.3.2.6 Unless otherwise directed by CLEC and to the extent technically feasible, when CLEC orders a Network Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability.

9.5.4 Signaling Networks and Call-Related Databases

For SBC-AMERITECH, the following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

9.5.4.1 Signaling Networks.

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

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

9.5.4.1.3 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 CLEC's switch is compatible with SBC-AMERITECH's SS7 network;
- Certification that CLEC's switch is compatible with SBC-AMERITECH's AIN SCP;

- Certification that CLEC's switch is compatible with a desired AIN application residing on SBC-AMERITECH 's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by CLEC, so that SBC-AMERITECH can provide sufficient SS7 resources for CLEC and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that SBC-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 SBC-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.

9.5.4.2 Call-Related Databases.

9.5.4.2.1 For purposes of switch query and database response through a signaling network, SBC-AMERITECH shall provide CLEC access to its call-related databases, including the Line Information Database, Toll Free Calling database, downstream number portability databases, and Advanced Intelligent Network as set forth in **Schedule 9.2.8.**

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

9.5.4.2.3 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 CLEC so that SBC-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 SBC-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.

9.5.4.3 Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management Systems (SMS).

9.5.4.3.1 SBC-AMERITECH shall provide CLEC with the information necessary to enter correctly, or format for entry, the information relevant for input into SBC-AMERITECH 's Service Management System ("SMS"). In addition, Ameritech shall provide CLEC equivalent access to design, create, test, and deploy Advanced Intelligent Network.

9.5.4.3.2 Access will be provided in an equivalent manner to that which SBC-AMERITECH currently uses to provide such access to itself (e.g., submitting magnetic tapes if CLEC inputs magnetic tapes, or through an electronic interface equivalent to that used by CLEC).

9.5.4.3.3 SBC-AMERITECH shall provide access to SBC-AMERITECH's Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management (SMS) based upon CLEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate State Commission.

9.5.5 Operator Services and Directory Services.

9.5.5.1 SBC-AMERITECH shall provide CLEC access to SBC-AMERITECH's Operator Service and Directory Assistance as defined and set forth in FCC Rule 51.319. Without limiting the foregoing it includes the features listed in Schedule 9.2.7.

9.5.5.1.1 At CLEC's request, SBC-AMERITECH will provide OS or DA services on CLEC's behalf. In all cases where Ameritech does not, throughout the SBC-AMERITECH service area in any LATA, provide CLEC with customized routing that meets all requirements set forth in Schedule 9.2.4, and in accordance with the timeliness and quality standards set forth in Article XXXII ("Performance Measurements") of this Agreement, SBC-AMERITECH shall at CLEC's election provide OS or DA within such LATA at prices based on total element long-run incremental costs as provided in the Pricing Schedule of this Agreement. Where SBC-AMERITECH is able to demonstrate that it provides CLEC, throughout SBC-AMERITECH service area in any LATA, with customized routing that meets the foregoing requirements, SBC-AMERITECH may, on not less than one hundred and eighty (180) days written notice to CLEC, or until the SBC-AMERITECH has implemented custom routing pursuant to a request to move the traffic to CLEC's platform, elect to offer OS or DA within such LATA at prices based on negotiated prices set forth in the Pricing Schedule of this Agreement.

9.5.5.1.2 Following notice by SBC-AMERITECH to CLEC relating to availability of customized routing, the Parties shall, on request by CLEC, perform joint custom routing tests specified by CLEC for each switch type. The Parties will use reasonable efforts to conclude such tests within ninety (90) days. Where CLEC elects to perform such tests, the 180-day notice period referred to in Section 6.2 shall not commence until such time as the tests have been successfully completed. All disputes arising under this section shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Article XXVIII of this Agreement. For all OS or DA services provided to CLEC in any LATA where CLEC disputes that SBC-AMERITECH has met the conditions for providing OS or DA services at negotiated prices, pricing based on total element long-run incremental costs as provided in the Pricing Schedule shall apply until the dispute is resolved pursuant to Article XXVIII. Any adjustment to charges resulting from resolution of a dispute related to the availability of customized routing shall not be subject to any accumulated interest or any other late payment provisions until sixty (60) days following resolution of the dispute.

9.5.5.2 SBC-AMERITECH shall provide unbundled Operator Services ("OS") and Directory Assistance ("DA") to CLEC in conjunction with Telephone Exchange Service provided to CLEC 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 SBC-AMERITECH Directory Assistance, and dependent Information Call Completion services will be provided to CLEC and will be updated as such DA services are provided in additional NPA/Exchange Areas.

9.5.5.3 CLEC 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 SBC-AMERITECH facilities for access to unbundled OS and DA services. CLEC is responsible for delivering its OS and DA traffic to SBC-AMERITECH's operator service switch. Specifically, CLEC 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 CLEC will deliver its OS or DA traffic will be determined by SBC-AMERITECH based on the existing capacity of its service centers. SBC-AMERITECH will, if technically feasible, enable CLEC to deliver its OS or DA traffic to the operator service switch most closely located to CLEC's NPA/exchange originating the call.

9.5.5.4 SBC-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.

9.5.5.5 SBC-AMERITECH will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

9.5.5.6 SBC-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. CLEC has the right, once annually, to visit each SBC-AMERITECH owned or subcontracted office upon reasonable notice to SBC-AMERITECH or with greater frequency by mutual consent of the Parties. Upon request, SBC-AMERITECH will provide monthly system results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

9.5.5.7 CLEC is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with SBC-AMERITECH facilities.

9.5.5.8 CLEC will provide and maintain the equipment at its offices necessary to permit SBC-AMERITECH to perform its services in accordance with the equipment operations and traffic operations which are in effect in SBC-AMERITECH's DA and OS offices. CLEC will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

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

9.5.5.10 Upon request, and as technically feasible, SBC-AMERITECH will provide through an electronic interface, unbundled access to its databases used to provide DA and OS for purpose of enabling CLEC to provide its own OS or DA service, or as otherwise authorized by the FCC or the Commission. 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 CLEC to pay to SBC-AMERITECH its costs of developing, installing, providing and maintaining such Network Element.

9.5.5.11 Specifically, upon request, SBC-AMERITECH will provide through an electronic interface, unbundled access to its DA database to permit CLEC 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 CLEC to pay to SBC-AMERITECH its costs of developing, installing, providing and maintaining such network element.

9.5.5.12 Access of resellers and CLEC to DA and OS of SBC-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 SBC-AMERITECH uses for other customers of its DA and OS services. Upon request, SBC-AMERITECH will, as technically feasible, provide a different quality of service, upon agreement by CLEC to pay to SBC-AMERITECH its costs of developing, installing, maintaining and repairing access to and provision of the Network Element at such quality of service.

9.5.5.13 CLEC will furnish to SBC-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. CLEC will furnish to SBC-AMERITECH all information necessary for the provision of OS and DA.

9.5.5.13.1 To the extent that CLEC does not mirror SBC-AMERITECH's operator surcharge rates, then SBC-AMERITECH will, if technically feasible, enter CLEC's surcharge rates into SBC-AMERITECH's rate tables, and will charge CLEC for changing those tables at the rates then charged by SBC-AMERITECH for such service.

9.5.5.13.2 For DA services, CLEC will furnish SBC-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 SBC-AMERITECH and network information necessary to provide for the direct trunking of the DA calls.

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

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

9.5.5.15 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 CLEC pays for feature purchase and installation.

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

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

9.5.5.16 CLEC grants to SBC-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 SBC-AMERITECH by CLEC under this Agreement will be maintained by SBC-AMERITECH only for providing DA information, and will not be

disclosed to third parties. This section does not prohibit SBC-AMERITECH and CLEC from entering into a separate agreement which would allow SBC-AMERITECH to provide or sell CLEC's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

9.5.5.17 SBC-AMERITECH will supply CLEC with call detail information so that CLEC 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

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

Negotiated *Number of Loops Per Order Per Day

B. DS-1 Private Line

DS-1 Access

DS-1 Access

DS-1 Unbundled Loops and/or Local Transport

Volume	Interval
1 - 20	8 Days
21+	Negotiated

C. DS3-Unbundled Local Transport Negotiated Interval

D. OC-N-Unbundled Local Transport Negotiated Interval

SCHEDULE 10.9.1
CREDIT ALLOWANCES
INDIANA

10.9.1 Credit Allowances.

1. In the event of an interruption to the service provided pursuant to any of **Section 10.9.1**, by a Party (the "**Providing Party**") to the other Party (the "**Receiving Party**") which is not due to the negligence or willful act of Receiving Party or its Customer, upon notice and application by Receiving Party an allowance will be made for the time interruption continues.
2. The liability of Providing Party for any credit allowance arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Providing Party, occurring in the course of furnishing service or other facilities and not caused by the negligence of Receiving Party or of Providing Party in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Receiving Party for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission or failure or defect in facilities occurs.

The services furnished by Providing Party, in addition to the limitation set forth preceding, also are subject to the following limitation: Providing Party shall not be liable for any credit allowance arising out of mistakes, omissions, delays, errors or defects in transmission or other injury, including injuries to persons or property from voltages or currents transmitted over the service of Providing Party: (a) caused by Receiving Party or Receiving Party Customer-provided equipment (except where a contributing cause is the malfunctioning of a Providing Party connecting arrangement, in which event the liability of the Providing Party shall not exceed an amount equal to a proportional amount of Providing Party billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (b) not prevented by Receiving Party or Receiving Party Customer-provided equipment but which would have been prevented had Providing Party-provided equipment been used.

3. When the lines of other telecommunication providers or facilities of other persons are used in establishing connections to points not reached by the Providing Party's lines, the Providing Party is not liable for any act or omission of the other provider or persons.

SCHEDULE 12.9.1

PHYSICAL COLLOCATION SPACE RESERVATION

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

1. CLEC may reserve additional space in an SBC-AMERITECH Central Office in which it has (or is ordering) for 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 SBC-AMERITECH by CLEC in the particular Central Office.
4. The reservation takes a priority based on the time at which it is made.
5. In the case of an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized. The holder(s) of the lowest priority reservation(s) which, when considering all higher priority reservations, still represent(s) available space sufficient to fill the order for Physical Collocation (“Option Party”) will be given the option of “enforcing” or relinquishing its (their) reservation(s).

In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the 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. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation.

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 reservations of

higher priority and which have been enforced, the holder may maintain its reservation as set forth in Paragraph 5 above.

7. In a Central Office, SBC-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 SBC-AMERITECH is currently using in the Central Office.

SBC-AMERITECH will impute an amount equal to the reservation charge to the appropriate operations for which the space is reserved.

SBC-AMERITECH will reserve space in accordance with guidelines established by the FCC. SBC-AMERITECH will remove, upon request from CLEC or the Commission, obsolete unused equipment pursuant to **Article XII, Section 12.10.2.**

8. SBC-AMERITECH shall enforce its reservation in the same manner in which CLEC and other collocating Telecommunications Carriers shall be required to enforce its reservations. In that case, SBC-AMERITECH will impute the floor space charge to the operations for which the space is reserved.

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 SBC-AMERITECH, CLEC shall send written verification that it still requires each Collocation space requested on CLEC's application for which space is available. This written notification is CLEC's firm order for service for each Collocation space requested. CLEC's written notification shall be accompanied by CLEC's payment of fifty percent (50%) of all applicable Central Office Build Out ("COBO") fees (the "**Initial COBO Payment**"). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual service date.

1.2 So long as CLEC has a satisfactory credit rating with SBC-AMERITECH for the twelve (12) month period preceding the date of CLEC's request for Collocation pursuant to Section 12.12, CLEC shall pay the COBO charges as follows:

Initial COBO Payment:	50% of COBO charges
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Upon completion of space conditioning and before turnover:	50% of COBO charges
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If CLEC's credit rating is not satisfactory within the aforementioned period, CLEC shall pay the COBO charges in accordance with the provisions of SBC-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 CLEC will be responsible for any extraordinary costs incurred by SBC-AMERITECH to prepare the Collocation space for the installation of CLEC's equipment and for extraordinary costs to maintain the Collocation space for CLEC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances. SBC-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 CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. SBC-AMERITECH must advise CLEC if extraordinary costs will be

incurred within twenty (20) Business Days of CLEC's request for space. Otherwise, CLEC will not be responsible for such costs. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

SBC-AMERITECH shall allocate space preparation, security measures and other collocation charges on a pro-rated basis in order to insure that when CLEC is the first entrant into SBC-AMERITECH's premises, CLEC does not bear the entire cost of site preparation. SBC-AMERITECH shall partition the costs by comparing, for example the amount of conditioned space actually occupied by CLEC with the overall space conditioning expenses.

At the initial walkthrough referred to in **Section 12.15.2(c)**, SBC-AMERITECH shall provide to CLEC, a written proposal which covers CLEC's requirements for the space and details the associated requirements and the applicable charges required to meet CLEC's specific request and the expected service date. CLEC shall acknowledge acceptance of the charges in the written proposal by signing it and returning a copy to SBC-AMERITECH. Upon receipt of CLEC's signed proposal, SBC-AMERITECH will begin the work and charge CLEC 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 CLEC will be responsible for notifying SBC-AMERITECH of any significant outages of CLEC's equipment which could impact any of the services offered by SBC-AMERITECH, and provide estimated clearing time for restoration.

2.3 CLEC is responsible for coordinating with SBC-AMERITECH to ensure that services are installed in accordance with the service request.

2.4 CLEC is responsible for testing, if necessary, with SBC-AMERITECH to identify and clear a trouble when the trouble has been sectionalized (isolated) to an CLEC-provided service.

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, CLEC shall obtain SBC-AMERITECH's written approval of CLEC's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. SBC-AMERITECH may request additional information before granting approval and may require scheduling changes. CLEC must submit written plans for equipment to be installed in the Collocation space prior to commencing installation. If the request is not specifically rejected by SBC-AMERITECH within 20 days of receipt, the request is considered approved. All work performed will be in accordance with SBC-AMERITECH installation guidelines and, with respect to the rights of other collocators, SBC-AMERITECH, and consistent with other provisions of this Agreement.

2.6 SBC-AMERITECH has the right to inspect CLEC'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 CLEC is found to be in non-compliance with the terms and conditions of this Schedule, CLEC must modify its installation to achieve compliance within a reasonable amount of time as suggested by the circumstances. SBC-AMERITECH will notify CLEC in advance of such inspections, and CLEC shall have the right to be present at the time of the inspection.

3.0 Delivery of Virtual Collocation Space

3.1 SBC-AMERITECH shall install, maintain, remove and/or repair all Virtual Collocation equipment.

3.2 SBC-AMERITECH shall ensure that all applicable alarm systems (e.g., power) that support CLEC equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified from CLEC's remote location.

3.3 SBC-AMERITECH and CLEC shall jointly develop procedures for escalation and expedited requests for maintenance of intraoffice facilities.

3.4 CLEC shall remotely monitor environmental and power alarms from a remote location. All remote monitoring will be done in accordance with and as allowed for by Federal Law, the FCC and local guidelines.

3.5 SBC-AMERITECH shall install, maintain, remove, and/or repair all Virtual Collocation equipment.

3.6 SBC-AMERITECH may allow (at SBC-AMERITECH's sole option) CLEC employees or equipment vendors under contract to CLEC to install updates, including software updates, change notices and certain intrusive maintenance (e.g., extensive trouble shooting and repair) while under escort by an SBC-Ameritech employee. CLEC agrees to pay for such escort services based on SBC-AMERITECH's standard hourly rates for the type of personnel selected by SBC-AMERITECH to act as the escort.

3.7 SBC-AMERITECH shall, consistent with other sections of this Agreement, use the latest documentation provided by CLEC in either hard copy or electronic form when performing work on CLEC equipment.

3.8 SBC-AMERITECH shall, consistent with other sections of this Agreement, follow applicable CLEC guidelines when working on CLEC equipment.

SCHEDULE 12.15 COMMON REQUIREMENTS

12.15.1 The following requirements are applicable to both Physical and Virtual Collocation:

1. SBC-AMERITECH shall provide to CLEC any intraoffice facilities that CLEC requests and that SBC-AMERITECH provides by tariff or contract to any carrier.
2. SBC-AMERITECH shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1, DS3, STS-1, OC3, OC12 and OC48 rates pursuant to mutual agreement of the Parties.
3. CLEC may provide basic telephone service with a connection jack for the Collocated space.
4. SBC-AMERITECH shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for CLEC's space and equipment. These environmental conditions shall comply with Telecordia Network Equipment-Building System ("NEBS") standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.
5. SBC-AMERITECH shall provide access, where available to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility, on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents.
6. SBC-AMERITECH shall provide all ingress and egress, of fiber cabling to CLEC Collocated spaces in compliance with CLEC'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. CLEC will pay any additional costs incurred by SBC-AMERITECH to meet any special diversity requirements of CLEC which are beyond those normally provided by SBC-AMERITECH.
7. SBC-AMERITECH shall provide CLEC with written notice five (5) Business Days prior to those instances where SBC-AMERITECH or its subcontractors may be performing non-emergency work that may affect the Collocated space occupied by CLEC or the AC and DC power plants that support CLEC equipment. SBC-AMERITECH will inform CLEC by telephone of any emergency-related activity that SBC-AMERITECH or its subcontractors may be performing that may affect the Collocated space occupied by CLEC or the AC and DC power plants that support CLEC equipment. Notification of any emergency-related activity shall be made as soon as practicable after SBC-AMERITECH learns that such emergency activity is necessary but in no event longer than thirty (30) minutes after such time. Either Party may convene a Joint Operational Team under Article XVIII to agree upon a process for the notification required by this Section (the "Emergency Notification Process"). To the extent that the Emergency Notification Process requires SBC-AMERITECH to incur additional costs, CLEC shall reimburse SBC-AMERITECH for such costs.

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

9. Should SBC-AMERITECH sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, SBC-AMERITECH shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

10. Power as referenced in this Schedule 12.15 refers to any electrical power source supplied by SBC-AMERITECH for CLEC equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. SBC-AMERITECH will supply power to support CLEC equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. SBC-AMERITECH shall supply power to CLEC at parity with that provided by SBC-AMERITECH to itself or to any third person. If SBC-AMERITECH performance, availability, or restoration falls below industry standards, SBC-AMERITECH shall bring itself into compliance with such industry standards as soon as technologically feasible.

11. Subject to space limitations and CLEC's compliance with the applicable request process and payment requirements of this Agreement, SBC-AMERITECH shall provide power to meet CLEC's reasonable needs for placement of equipment, Interconnection, or provision of service.

12. Both CLEC's power equipment and SBC-AMERITECH power equipment supporting CLEC's equipment shall comply with all applicable state, and industry and SBC-AMERITECH standards (e.g., Telecordia and NEBS) for equipment installation, cabling practices, and physical equipment layout.

13. SBC-AMERITECH will provide CLEC with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the Collocated facility that poses a reasonable risk of causing an outage or any type of power disruption to CLEC equipment located in the SBC-AMERITECH facility. SBC-AMERITECH shall provide CLEC prompt notification (within one (1) hour) by telephone of any emergency power activity.

14. Power plant alarms shall adhere to Telecordia Network Equipment-Building System ("NEBS") standards TR-EOP-000063 or such other standards mutually agreed to by CLEC and SBC-AMERITECH.

15. Cabling shall adhere to Telecordia Network Equipment-Building System ("NEBS") standards TR-EOP-000063 or such other standards mutually agreed to by CLEC and SBC-AMERITECH.

16. SBC-AMERITECH shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

17. SBC-AMERITECH shall within ten (10) Business Days after receipt of the Initial COBO Payment for Physical Collocation, and prior to or concurrent with the initial walkthrough for Virtual Collocation, provide CLEC with a copy of any floor plan drawings showing CLEC's proposed Collocation space and any related SBC-AMERITECH facilities, and provide information relating to measurements for necessary CLEC cabling which are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of SBC-AMERITECH and other carriers. So long as SBC-AMERITECH charges other Telecommunications providers for the provision of the foregoing drawings and information, CLEC shall reimburse SBC-AMERITECH for the costs, if any, incurred by SBC-AMERITECH to provide CLEC with such drawings and information.

SCHEDULE 12.15.2 REDUCED INTERVALS

12.15.2.1 The following requirements are applicable to CLEC's request for augments to existing Collocation space. SBC-AMERITECH will develop the charges referenced in this Schedule and they will be incorporated into the Agreement's **Pricing Schedule** via amendment:

1. SBC-AMERITECH will provide reduced intervals for preparation of CLEC's existing Physical Collocation space to accommodate the following interconnection augments. CLEC must submit to SBC-AMERITECH's Collocation Service Center ("CSC") a completed application for a subsequent job. For the reduced build-out interval to apply this application must include an up-front payment of the non-recurring application fee and fifty percent (50%) of all applicable non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for CLEC's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

2. Augments consisting of interconnection cabling arrangements, AC and DC power, lighting, and interconnection conduit: 15 calendar days.

- 28 DS1's (cabling only; panels, relay racks and overhead racking exist)
- 3 DS3's (cabling only; panels, relay racks and overhead racking exist)
- 100 Copper (shielded or nonshielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)
- Duplex AC convenience outlets and/or
- Cage to cage interconnection conduit within the same collocation area
- Cable pull within same collocation area
- DC Power requirements where only a fuse change is required.

3. The above fifteen (15) calendar day interval will apply only when CLEC provides a complete application. The job must be an augment to an existing collocator cage or area and limited up to and not more than the above quantities.

4. Augments consisting of additional interconnect panels/blocks, cabling, DC Power arrangements (racks and existing): thirty (30) calendar days.

- 84 DS1's (one interconnect panel) and/or
- 48 DS3's (interconnect panel) and/or
- 200 Copper (shielded or non-shielded) cable pairs (2 blocks) up to 400 feet
- Ground cable changes within the DC Power arrangement
- Arrange/install fiber cable through innerduct up to 400 feet

- Arrange/install timing leads up to 400 feet
- Arrange and install fiber interconnections up to 12 fiber pairs up to 400 feet

5. The above thirty (30) calendar days interval will apply only when CLEC provides a complete application. The job must be an augment to an existing collocator cage/area and consisting only of ground cable changes, timing changes, cable pulls through innerduct or Copper (shielded or non-shielded) Cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

6. Augments consisting of additional interconnect panels/blocks, cabling, power cables, (racks are existing): sixty (60) calendar days.

- 168 DS1's (one interconnect panel) and/or
- 48 DS3's (interconnection panel) and/or
- 400 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Power cables added to accommodate greater DC amperage requests within existing power panels.
- SBC-Ameritech will perform a cage expansion of 300 square feet or less immediately adjacent to a collocator's existing cage within the collocation area as long as the collocation area does not have to be reconfigured and does not involve HVAC work.
- Arrange/install bay lighting front and back up to three (3) bays.
- Arrange and install fiber interconnection up to 12 fiber pairs up to 400 feet

7. The above sixty (60) calendar days interval will apply only when CLEC provides a complete application. The job must be an augment to an existing collocator cage or area and consisting only of cage expansions as detailed immediately above, power cable additions, bay lighting or copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

8. Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SBC-AMERITECH bays, SBC-AMERITECH cable racks and/or cage expansions within active central office space different than described above will require CLEC to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application. The construction interval for these other augments will not exceed ninety (90) days. SBC-AMERITECH will work construction intervals for other augments not specifically provided for above.

9. The Parties may negotiate intervals for additional standard augments that they may incorporate into this Agreement via amendment. In the event the Parties are unable to agree on a standard interval, either Party may seek dispute resolution under **Article XXVIII**.

SCHEDULE 12.16
ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

12.16.1 The following additional requirements shall be applicable to Physical Collocation only:

1. Subject to space limitations and CLEC's compliance with the applicable request process and payment requirements for the space, SBC-AMERITECH shall provide space, as requested by CLEC, to meet CLEC's needs for placement of equipment necessary for Interconnection and access to Network Elements.
2. SBC-AMERITECH shall allow requests for contiguous space in increments of 50 ft² for caged or the square footage of one (1) bay or one (1) cabinet for cageless if the space is not subject to outstanding requests by other Telecommunications Carriers.
3. Other than reasonable security restrictions, SBC-AMERITECH shall place no restriction on access to the CLEC Collocated space by CLEC's employees and designated agents. Such space shall be available to CLEC designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those SBC-AMERITECH places on its own personnel or independent contractors.
4. For each building in which Collocated space is provided and upon request by CLEC for that building, SBC-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 provided by CLEC. CLEC may provide this questionnaire with its request for Collocation and SBC-AMERITECH shall return it or the applicable certification to CLEC within ten (10) Business Days after SBC-AMERITECH's receipt thereof.
5. SBC-AMERITECH shall permit CLEC to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by CLEC's work center; provided, however, that no such CLEC-installed equipment shall interfere with the existing use of the Central Office.
6. SBC-AMERITECH shall construct the Collocated space in compliance with CLEC's reasonable request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by CLEC at prices to be determined.
7. CLEC shall not require advance approval from SBC-AMERITECH to make improvements or alterations to the Collocated equipment configuration that are not substantial and do not require additional power.
8. Central Office power supplied by SBC-AMERITECH into the CLEC equipment area shall be supplied in the form of fused power feeds from SBC-AMERITECH's main power

distribution board to CLEC's BDFB located in the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as mutually agreed upon by the Parties.

9. SBC-AMERITECH power equipment supporting CLEC's equipment shall:

- (a) Provide appropriate and reasonable Central Office ground, connected to a ground electrode located within the CLEC Collocated space, at a level above the top of CLEC's equipment plus or minus two (2) feet to the left or right of CLEC's final request; and
- (b) Provide reasonable feeder capacity and quantity to support the ultimate equipment layout for CLEC equipment upon completion of the equipment node construction in accordance with CLEC's request for Collocation.

10. SBC-AMERITECH shall within ten (10) Business Days after the initial walkthrough provide CLEC with: (i) documentation submitted to and received from contractors for any work being done on behalf of CLEC that will be billed as extraordinary expenses, and (ii) a parallel installation sequence.

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

12. SBC-AMERITECH shall within thirty (30) days of the Effective Date provide to CLEC: (i) work restriction guidelines related to any restrictions on the manner in which an CLEC contractor can perform work on SBC-AMERITECH's Premises, and (ii) a list of SBC-AMERITECH technical guidelines applicable to the collocation of equipment in SBC-AMERITECH's Premises. CLEC acknowledges that it is responsible to order such technical guidelines at its cost and expense. SBC-AMERITECH will notify CLEC in a timely manner of any changes to such work restriction and technical guidelines.

SCHEDULE 16.10
3D AND CONDO AGREEMENTS

16.10.1 There is no Schedule 16.10 for IN.

SCHEDULE 31.7
Additional Rules and Regulations

31.7 Additional Rules and Regulations.

1. SBC-AMERITECH will be responsible for notifying CLEC of any significant outages of SBC-AMERITECH's equipment which could impact any of the services offered by CLEC, and provide estimated clearing time for restoration.
2. SBC-AMERITECH is responsible for coordinating with CLEC to ensure that services are installed in accordance with the service request.
3. SBC-AMERITECH is responsible for testing, if necessary, with CLEC to identify and clear a trouble when the trouble has been sectionalized (isolated) to an SBC-AMERITECH-provided service.
4. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, SBC-AMERITECH shall obtain CLEC's written approval of SBC-AMERITECH's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. CLEC may request additional information before granting approval and may require scheduling changes. SBC-AMERITECH must submit written plans for equipment to be installed in the Collocation space prior to commencing installation.
5. CLEC has the right to inspect SBC-AMERITECH'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 SBC-AMERITECH is found to be in non-compliance with the terms and conditions of this Schedule, SBC-AMERITECH must modify its installation to achieve compliance. CLEC will notify SBC-AMERITECH in advance of such inspections, and SBC-AMERITECH shall have the right to be present at the time of the inspection.

SCHEDULE 31.10
ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

31.10 Additional Requirements Applicable to Physical Collocation.

1. Subject to space limitations and SBC-AMERITECH's compliance with the applicable request process and payment requirements for the space, CLEC shall provide space, as requested by SBC-AMERITECH, to meet SBC-AMERITECH's needs for placement of equipment necessary for Interconnection.
2. CLEC shall provide to SBC-AMERITECH any intraoffice facilities that SBC-AMERITECH requests and that CLEC provides by tariff or contract to any carrier.
3. SBC-AMERITECH may provide basic telephone service with a connection jack for the Collocated space.
4. CLEC shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for SBC-AMERITECH'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. CLEC shall provide access, where available, to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for SBC-AMERITECH personnel and its designated agents.
6. CLEC shall provide all ingress and egress of fiber cabling to SBC-AMERITECH Collocated spaces in compliance with SBC-AMERITECH's request for cable diversity. The specific level of diversity required for each site will be provided in the request for Collocation. SBC-AMERITECH will pay any additional costs incurred by CLEC to meet any special diversity requirements of SBC-AMERITECH which are beyond those normally provided by CLEC.
7. CLEC shall provide SBC-AMERITECH with written notice five (5) Business Days prior to those instances where CLEC or its subcontractors may be performing nonemergency work that may affect the Collocated space occupied by SBC-AMERITECH or the AC and DC power plants that support SBC-AMERITECH equipment. CLEC will inform SBC-AMERITECH by telephone of any emergency-related activity that CLEC or its subcontractors may be performing that may affect the Collocated space occupied by SBC-AMERITECH or the AC and DC power plants that support SBC-AMERITECH equipment. Notification of any emergency-related activity shall be made as soon as practicable after CLEC learns that such emergency activity is necessary and will be

subject to the Emergency Notification Process agreed upon by the Implementation Team. To the extent that the Emergency Notification Process requires CLEC to incur additional costs, SBC-AMERITECH shall reimburse CLEC for such costs.

8. SBC-AMERITECH shall not be required by CLEC to relocate its equipment during the Initial Term or any Renewal Term. If SBC-AMERITECH, at CLEC's request, agrees to relocate its equipment, then CLEC shall reimburse SBC-AMERITECH for any and all costs reasonably associated with such relocation.
9. Should CLEC sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, CLEC shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.
10. Power as referenced in this Schedule 31.10 refers to any electrical power source supplied by CLEC for SBC-AMERITECH equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. CLEC will supply power to support SBC-AMERITECH equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. CLEC shall supply power to SBC-AMERITECH at parity with that provided by CLEC to itself or to any third person. If CLEC's performance, availability, or restoration falls below industry standards, CLEC shall bring itself into compliance with such industry standards as soon as technologically feasible.
11. Subject to space limitations and SBC-AMERITECH's compliance with the applicable request process and payment requirements of this Agreement, CLEC shall provide power to meet SBC-AMERITECH's reasonable needs for placement of equipment, Interconnection, or provision of service.
12. Both SBC-AMERITECH's power equipment and CLEC power equipment supporting SBC-AMERITECH'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.
13. CLEC will provide SBC-AMERITECH with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the collocated facility that poses a reasonable risk of cause an outage or any type of power disruption to SBC-AMERITECH equipment located in the CLEC facility. CLEC shall provide SBC-AMERITECH prompt notification by telephone of any emergency power activity.
14. Power plant alarms shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.
15. Cabling shall adhere to Bellcore Network Equipment-Building System (NEBS) standards

TR-EOP-000063.

16. CLEC shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.
17. Other than reasonable security restrictions, CLEC shall place no restriction on access to the SBC-AMERITECH Collocated space by SBC-AMERITECH's employees and designated agents. Such space shall be available to SBC-AMERITECH 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 CLEC places on its own personnel or independent contractors.
18. For each building in which Collocated space is provided and upon request by SBC-AMERITECH for that building, CLEC 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 provided by SBC-AMERITECH. SBC-AMERITECH may provide this questionnaire with its request for Collocation and CLEC shall return it or the applicable certification to SBC-AMERITECH within ten (10) Business Days after CLEC's receipt thereof.
19. CLEC power equipment supporting SBC-AMERITECH's equipment shall:
 - (a) Provide appropriate Wire Center ground, connected to a ground electrode located within the SBC-AMERITECH collocated space, at a level above the top of SBC-AMERITECH's equipment plus or minus two (2) feet to the left or right of SBC-AMERITECH's final request; and
 - (b) Provide feeder capacity and quantity to support the ultimate equipment layout for SBC-AMERITECH equipment upon completion of the equipment node construction in accordance with SBC-AMERITECH's request for Collocation.
20. CLEC shall within thirty (30) days of the effective date of the First Amendment provide to SBC-AMERITECH (i) work restriction guidelines related to any restrictions on the manner in which an SBC-AMERITECH contractor can perform work on CLEC's Premises and (ii) a list of CLEC technical guidelines applicable to the collocation of equipment in CLEC's Premises. SBC-AMERITECH acknowledges that it is responsible to order such technical guidelines at its cost and expense. CLEC will notify SBC-AMERITECH in a timely manner of any changes to such work restriction and technical guidelines.

TBD -To be determined
 BFR -Bona Fide Request
 ICB -Individual Case Basis
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AMERITECH/ICG TELECOM GROUP, INC.
 INDIANA
 ICA
 PRICING SCHEDULE

INDIANA		AIT		
		RECURRING	AIT	
		MONTHLY	NONRECURRING	
The Parties acknowledge and agree that certain rates and structure for Unbundled Network Elements set forth below are interim and subject to replacement pending the results established in Cause No. 40611-S1				
UNBUNDLED NETWORK ELEMENTS				
Unbundled Loops				
2-Wire Analog - Rural (Rate Class 1)	\$ 8.99		See NRC prices below	
2-Wire Analog - Suburban (Rate Class 2)	\$ 8.15		See NRC prices below	
2-Wire Analog - Metro (Rate Class 3)	\$ 8.03		See NRC prices below	
2-Wire PBX Ground Start - Rural (Rate Class 1)	\$ 9.57		See NRC prices below	
2-Wire PBX Ground Start - Suburban (Rate Class 2)	\$ 8.90		See NRC prices below	
2-Wire PBX Ground Start - Metro (Rate Class 3)	\$ 8.84		See NRC prices below	
COPTS-Coin Line - Rural (Rate Class 1)	\$ 9.77		See NRC prices below	
COPTS-Coin Line - Suburban (Rate Class 2)	\$ 9.15		See NRC prices below	
COPTS-Coin Line - Metro (Rate Class 3)	\$ 9.10		See NRC prices below	
Electronic Key Line (EKL) Interface - Rural (Rate Class 1)	\$ 12.42		See NRC prices below	
Electronic Key Line (EKL) Interface - Suburban (Rate Class 2)	\$ 12.56		See NRC prices below	
Electronic Key Line (EKL) Interface - Metro (Rate Class 3)	\$ 12.73		See NRC prices below	
4-Wire Analog - Rural (Rate Class 1)	\$ 20.34		See NRC prices below	
4-Wire Analog - Suburban (Rate Class 2)	\$ 19.53		See NRC prices below	
4-Wire Analog - Metro (Rate Class 3)	\$ 19.55		See NRC prices below	
2-Wire Digital 160 Kbps (ISDN-BRI) - Rural (Rate Class 1)	\$ 10.32		See NRC prices below	
2-Wire Digital 160 Kbps (ISDN-BRI) - Suburban (Rate Class 2)	\$ 9.86		See NRC prices below	
2-Wire Digital 160 Kbps (ISDN-BRI) - Metro (Rate Class 3)	\$ 9.87		See NRC prices below	
4-Wire Digital 1.544 Mbps - Rural (Rate Class 1)	\$ 51.07		See NRC prices below	
4-Wire Digital 1.544 Mbps - Suburban (Rate Class 2)	\$ 38.48		See NRC prices below	
4-Wire Digital 1.544 Mbps - Metro (Rate Class 3)	\$ 38.48		See NRC prices below	
DS3 Digital Loop - Rural (Rate Class 1)	\$ 623.41		See NRC prices below	
DS3 Digital Loop - Suburban (Rate Class 2)	\$ 620.27		See NRC prices below	
DS3 Digital Loop - Metro (Rate Class 3)	\$ 545.55		See NRC prices below	
DSL Capable Loops				
2-Wire Digital Loop ISDN/IDSL				
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 1- Rural	\$ 10.32		See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 2- Suburban	\$ 9.86		See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 3 - Metro	\$ 9.87		See NRC prices below	
2-Wire xDSL Loop (Compatible Interface)				
PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural	\$ 8.99		See NRC prices below	
PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$ 8.15		See NRC prices below	
PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro	\$ 8.03		See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural	\$ 8.99		See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$ 8.15		See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro	\$ 8.03		See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural	\$ 8.99		See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$ 8.15		See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro	\$ 8.03		See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural	\$ 8.99		See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$ 8.15		See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro	\$ 8.03		See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural	\$ 8.99		See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$ 8.15		See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro	\$ 8.03		See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural	\$ 8.99		See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$ 8.15		See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro	\$ 8.03		See NRC prices below	
4-Wire xDSL Loop (Compatible Interface)				
PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural	\$ 20.34		See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban	\$ 19.53		See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro	\$ 19.55		See NRC prices below	
HFPL Loop				
HFPL Loop - Rate Class 1- Rural	TBD		NA	
HFPL Loop - Rate Class 2- Suburban	TBD		NA	
HFPL Loop - Rate Class 3- Metro	TBD		NA	

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AMERITECH/ICG TELECOM GROUP, INC.
 INDIANA
 ICA
 PRICING SCHEDULE

INDIANA		AIT	
		RECURRING	AIT
		MONTHLY	NONRECURRING
Loop Qualification Process			
Loop Qualification Process - Mechanized	NA	\$ 0.10	
Loop Qualification Process - Manual	NA	TBD	
Loop Qualification Process - Detailed Manual	NA	TBD	
HFPL Splitter			
SBC owned splitter - line at a time	TBD	NA	
DSL Conditioning Options - >12KFT and < 17.5KFT			
Removal of Repeater Options	NA	\$ 10.82	
Removal of Repeater Options - Additional	NA	\$ 9.41	
Removal Bridged Tap Option	NA	\$ 17.62	
Removal Bridged Tap Option - Additional	NA	\$ 14.79	
Removal of Load Coil	NA	\$ 25.66	
Removal of Load Coil - Additional	NA	\$ 22.83	
Removal of Bridged Tap & Repeaters	NA	\$ 27.08	
Removal of Bridged Tap & Repeaters - Additional	NA	\$ 24.19	
Removal of Bridged Tap & Load Coils	NA	\$ 40.44	
Removal of Bridged Tap & Load Coils - Additional	NA	\$ 37.62	
Removal of Repeater & Load Coil	NA	\$ 35.06	
Removal of Repeater & Load Coil - Additional	NA	\$ 32.23	
DSL Conditioning Options - >17.5KFT in addition to the rates for >12KFT and < 17.5KFT			
Removal of Repeater Options	NA	\$ 16.25	
Removal of Repeater Options - Additional	NA	\$ 13.42	
Removal Bridged Tap Option	NA	\$ 24.46	
Removal Bridged Tap Option - Additional	NA	\$ 18.81	
Removal of Load Coil	NA	\$ 40.55	
Removal of Load Coil - Additional	NA	\$ 34.89	
Removal of Bridged Tap & Repeaters	NA	\$ 37.89	
Removal of Bridged Tap & Repeaters - Additional	NA	\$ 32.23	
Removal of Bridged Tap & Load Coils	NA	\$ 59.35	
Removal of Bridged Tap & Load Coils - Additional	NA	\$ 53.72	
Removal of Repeater & Load Coil	NA	\$ 53.99	
Removal of Repeater & Load Coil - Additional	NA	\$ 48.34	
Loop Non-Recurring Charges (Excluding DS3)			
Service Order - Establish, per occasion	NA	\$ 14.57	
Service Order - Add or Change, per occasion, per location	NA	\$ 14.57	
Line Connection Charge, per termination	NA	\$ 29.33	
HFPL Service Order Charge	NA	TBD	
DS3 Loop Non-Recurring Charges			
Administrative Charge, per order per location	NA	\$ 169.41	
Design & Central Office Connection Charge, per DS1	NA	\$ 525.79	
Customer Connection Charge, per DS1	NA	\$ 187.37	
Service Coordination Fee, per carrier bill, per central office	\$ 0.88		
SUB-LOOPS			
MDF or CO to RT sub-loop			
2 Wire Analog - Rate Group 1	TBD	TBD	
2 Wire Analog - Rate Group 2	TBD	TBD	
2 Wire Analog - Rate Group 3	TBD	TBD	
4 Wire Analog - Rate Group 1	TBD	TBD	
4 Wire Analog - Rate Group 2	TBD	TBD	
4 Wire Analog - Rate Group 3	TBD	TBD	
2 Wire xDSL - Rate Group 1	TBD	TBD	
2 Wire xDSL - Rate Group 2	TBD	TBD	
2 Wire xDSL - Rate Group 3	TBD	TBD	
4 Wire xDSL - Rate Group 1	TBD	TBD	
4 Wire xDSL - Rate Group 2	TBD	TBD	
4 Wire xDSL - Rate Group 3	TBD	TBD	
2 Wire 160 Kbps (ISDN-BRI) - Rate Group 1	TBD	TBD	
2 Wire 160 Kbps (ISDN-BRI) - Rate Group 2	TBD	TBD	
2 Wire 160 Kbps (ISDN-BRI) - Rate Group 3	TBD	TBD	
4 Wire DS1 (1.544 Mbps) - Rate Group 1	TBD	TBD	

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AMERITECH/ICG TELECOM GROUP, INC.
 INDIANA
 ICA
 PRICING SCHEDULE

INDIANA		AIT	
		RECURRING	
		MONTHLY	NONRECURRING
	4 Wire DS1 (1.544 Mbps) - Rate Group 2	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 3	TBD	TBD
	DS3 subloop - Rate Group 1	TBD	TBD
	DS3 subloop - Rate Group 2	TBD	TBD
	DS3 subloop - Rate Group 3	TBD	TBD
	MDF or CO to SAI Sub-Loop		
	2 Wire Analog - Rate Group 1	TBD	TBD
	2 Wire Analog - Rate Group 2	TBD	TBD
	2 Wire Analog - Rate Group 3	TBD	TBD
	4 Wire Analog - Rate Group 1	TBD	TBD
	4 Wire Analog - Rate Group 2	TBD	TBD
	4 Wire Analog - Rate Group 3	TBD	TBD
	2 Wire xDSL - Rate Group 1	TBD	TBD
	2 Wire xDSL - Rate Group 2	TBD	TBD
	2 Wire xDSL - Rate Group 3	TBD	TBD
	4 Wire xDSL - Rate Group 1	TBD	TBD
	4 Wire xDSL - Rate Group 2	TBD	TBD
	4 Wire xDSL - Rate Group 3	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 1	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 2	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 3	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 1	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 2	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 3	TBD	TBD
	DS3 subloop - Rate Group 1	TBD	TBD
	DS3 subloop - Rate Group 2	TBD	TBD
	DS3 subloop - Rate Group 3	TBD	TBD
	MDF or CO to Terminal sub-loop		
	2 Wire Analog - Rate Group 1	TBD	TBD
	2 Wire Analog - Rate Group 2	TBD	TBD
	2 Wire Analog - Rate Group 3	TBD	TBD
	4 Wire Analog - Rate Group 1	TBD	TBD
	4 Wire Analog - Rate Group 2	TBD	TBD
	4 Wire Analog - Rate Group 3	TBD	TBD
	2 Wire xDSL - Rate Group 1	TBD	TBD
	2 Wire xDSL - Rate Group 2	TBD	TBD
	2 Wire xDSL - Rate Group 3	TBD	TBD
	4 Wire xDSL - Rate Group 1	TBD	TBD
	4 Wire xDSL - Rate Group 2	TBD	TBD
	4 Wire xDSL - Rate Group 3	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 1	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 2	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 3	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 1	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 2	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 3	TBD	TBD
	DS3 subloop - Rate Group 1	TBD	TBD
	DS3 subloop - Rate Group 2	TBD	TBD
	DS3 subloop - Rate Group 3	TBD	TBD
	RT to SAI/FDI sub-loop		
	2 Wire Analog - Rate Group 1	TBD	TBD
	2 Wire Analog - Rate Group 2	TBD	TBD
	2 Wire Analog - Rate Group 3	TBD	TBD
	4 Wire Analog - Rate Group 1	TBD	TBD
	4 Wire Analog - Rate Group 2	TBD	TBD
	4 Wire Analog - Rate Group 3	TBD	TBD
	2 Wire xDSL - Rate Group 1	TBD	TBD
	2 Wire xDSL - Rate Group 2	TBD	TBD
	2 Wire xDSL - Rate Group 3	TBD	TBD
	4 Wire xDSL - Rate Group 1	TBD	TBD
	4 Wire xDSL - Rate Group 2	TBD	TBD
	4 Wire xDSL - Rate Group 3	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 1	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 2	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 3	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 1	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 2	TBD	TBD

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AMERITECH/ICG TELECOM GROUP, INC.
 INDIANA
 ICA
 PRICING SCHEDULE

INDIANA		AIT	
		RECURRING	
		MONTHLY	NONRECURRING
	4 Wire DS1 (1.544 Mbps) - Rate Group 3	TBD	TBD
	DS3 subloop - Rate Group 1	TBD	TBD
	DS3 subloop - Rate Group 2	TBD	TBD
	DS3 subloop - Rate Group 3	TBD	TBD
RT to Terminal sub-loop			
	2 Wire Analog - Rate Group 1	TBD	TBD
	2 Wire Analog - Rate Group 2	TBD	TBD
	2 Wire Analog - Rate Group 3	TBD	TBD
	4 Wire Analog - Rate Group 1	TBD	TBD
	4 Wire Analog - Rate Group 2	TBD	TBD
	4 Wire Analog - Rate Group 3	TBD	TBD
	2 Wire xDSL - Rate Group 1	TBD	TBD
	2 Wire xDSL - Rate Group 2	TBD	TBD
	2 Wire xDSL - Rate Group 3	TBD	TBD
	4 Wire xDSL - Rate Group 1	TBD	TBD
	4 Wire xDSL - Rate Group 2	TBD	TBD
	4 Wire xDSL - Rate Group 3	TBD	TBD
	2 Wire 160 Kbps (ISDN-PRI) - Rate Group 1	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 2	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 3	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 1	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 2	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 3	TBD	TBD
	DS3 subloop - Rate Group 1	TBD	TBD
	DS3 subloop - Rate Group 2	TBD	TBD
	DS3 subloop - Rate Group 3	TBD	TBD
RT to NID sub-loop			
	2 Wire Analog - Rate Group 1	TBD	TBD
	2 Wire Analog - Rate Group 2	TBD	TBD
	2 Wire Analog - Rate Group 3	TBD	TBD
	4 Wire Analog - Rate Group 1	TBD	TBD
	4 Wire Analog - Rate Group 2	TBD	TBD
	4 Wire Analog - Rate Group 3	TBD	TBD
	2 Wire xDSL - Rate Group 1	TBD	TBD
	2 Wire xDSL - Rate Group 2	TBD	TBD
	2 Wire xDSL - Rate Group 3	TBD	TBD
	4 Wire xDSL - Rate Group 1	TBD	TBD
	4 Wire xDSL - Rate Group 2	TBD	TBD
	4 Wire xDSL - Rate Group 3	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 1	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 2	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 3	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 1	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 2	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 3	TBD	TBD
	DS3 subloop - Rate Group 1	TBD	TBD
	DS3 subloop - Rate Group 2	TBD	TBD
	DS3 subloop - Rate Group 3	TBD	TBD
SAI/FDI to Terminal sub-loop			
	2 Wire Analog - Rate Group 1	TBD	TBD
	2 Wire Analog - Rate Group 2	TBD	TBD
	2 Wire Analog - Rate Group 3	TBD	TBD
	4 Wire Analog - Rate Group 1	TBD	TBD
	4 Wire Analog - Rate Group 2	TBD	TBD
	4 Wire Analog - Rate Group 3	TBD	TBD
	2 Wire xDSL - Rate Group 1	TBD	TBD
	2 Wire xDSL - Rate Group 2	TBD	TBD
	2 Wire xDSL - Rate Group 3	TBD	TBD
	4 Wire xDSL - Rate Group 1	TBD	TBD
	4 Wire xDSL - Rate Group 2	TBD	TBD
	4 Wire xDSL - Rate Group 3	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 1	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 2	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 3	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 1	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 2	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 3	TBD	TBD

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AMERITECH/ICG TELECOM GROUP, INC.
 INDIANA
 ICA
 PRICING SCHEDULE

INDIANA		AIT	
		RECURRING	
		MONTHLY	NONRECURRING
	DS3 subloop - Rate Group 1	TBD	TBD
	DS3 subloop - Rate Group 2	TBD	TBD
	DS3 subloop - Rate Group 3	TBD	TBD
	SAI/FDI to NID sub-loop		
	2 Wire Analog - Rate Group 1	TBD	TBD
	2 Wire Analog - Rate Group 2	TBD	TBD
	2 Wire Analog - Rate Group 3	TBD	TBD
	4 Wire Analog - Rate Group 1	TBD	TBD
	4 Wire Analog - Rate Group 2	TBD	TBD
	4 Wire Analog - Rate Group 3	TBD	TBD
	2 Wire xDSL - Rate Group 1	TBD	TBD
	2 Wire xDSL - Rate Group 2	TBD	TBD
	2 Wire xDSL - Rate Group 3	TBD	TBD
	4 Wire xDSL - Rate Group 1	TBD	TBD
	4 Wire xDSL - Rate Group 2	TBD	TBD
	4 Wire xDSL - Rate Group 3	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 1	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 2	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 3	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 1	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 2	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 3	TBD	TBD
	DS3 subloop - Rate Group 1	TBD	TBD
	DS3 subloop - Rate Group 2	TBD	TBD
	DS3 subloop - Rate Group 3	TBD	TBD
	Terminal to NID sub-loop		
	2 Wire Analog - Rate Group 1	TBD	TBD
	2 Wire Analog - Rate Group 2	TBD	TBD
	2 Wire Analog - Rate Group 3	TBD	TBD
	4 Wire Analog - Rate Group 1	TBD	TBD
	4 Wire Analog - Rate Group 2	TBD	TBD
	4 Wire Analog - Rate Group 3	TBD	TBD
	2 Wire xDSL - Rate Group 1	TBD	TBD
	2 Wire xDSL - Rate Group 2	TBD	TBD
	2 Wire xDSL - Rate Group 3	TBD	TBD
	4 Wire xDSL - Rate Group 1	TBD	TBD
	4 Wire xDSL - Rate Group 2	TBD	TBD
	4 Wire xDSL - Rate Group 3	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 1	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 2	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 3	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 1	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 2	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 3	TBD	TBD
	DS3 subloop - Rate Group 1	TBD	TBD
	DS3 subloop - Rate Group 2	TBD	TBD
	DS3 subloop - Rate Group 3	TBD	TBD
	NID Only sub-loop element		
	2 Wire Analog - Rate Group 1	TBD	TBD
	2 Wire Analog - Rate Group 2	TBD	TBD
	2 Wire Analog - Rate Group 3	TBD	TBD
	4 Wire Analog - Rate Group 1	TBD	TBD
	4 Wire Analog - Rate Group 2	TBD	TBD
	4 Wire Analog - Rate Group 3	TBD	TBD
	2 Wire xDSL - Rate Group 1	TBD	TBD
	2 Wire xDSL - Rate Group 2	TBD	TBD
	2 Wire xDSL - Rate Group 3	TBD	TBD
	4 Wire xDSL - Rate Group 1	TBD	TBD
	4 Wire xDSL - Rate Group 2	TBD	TBD
	4 Wire xDSL - Rate Group 3	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 1	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 2	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 3	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 1	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 2	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 3	TBD	TBD
	DS3 subloop - Rate Group 1	TBD	TBD

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		RECURRING	AIT
		MONTHLY	NONRECURRING
	DS3 subloop - Rate Group 2	TBD	TBD
	DS3 subloop - Rate Group 3	TBD	TBD
	SPOI to Demarc sub-loop element		
	2 Wire Analog - Rate Group 1	TBD	TBD
	2 Wire Analog - Rate Group 2	TBD	TBD
	2 Wire Analog - Rate Group 3	TBD	TBD
	4 Wire Analog - Rate Group 1	TBD	TBD
	4 Wire Analog - Rate Group 2	TBD	TBD
	4 Wire Analog - Rate Group 3	TBD	TBD
	2 Wire xDSL - Rate Group 1	TBD	TBD
	2 Wire xDSL - Rate Group 2	TBD	TBD
	2 Wire xDSL - Rate Group 3	TBD	TBD
	4 Wire xDSL - Rate Group 1	TBD	TBD
	4 Wire xDSL - Rate Group 2	TBD	TBD
	4 Wire xDSL - Rate Group 3	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 1	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 2	TBD	TBD
	2 Wire 160 Kbps (ISDN-BRI) - Rate Group 3	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 1	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 2	TBD	TBD
	4 Wire DS1 (1.544 Mbps) - Rate Group 3	TBD	TBD
	DS3 subloop - Rate Group 1	TBD	TBD
	DS3 subloop - Rate Group 2	TBD	TBD
	DS3 subloop - Rate Group 3	TBD	TBD
	Sub-Loop Non-Recurring Charges		
	2-Wire Analog Sub-Loop		TBD
	4-Wire Analog Sub-Loop		TBD
	2-Wire xDSL Digital Sub-Loop		TBD
	4-Wire xDSL Digital Sub-Loop		TBD
	2-Wire ISDN Digital Sub-Loop		TBD
	4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop		TBD
	DS3 Sub-Loop		TBD
	Service Order Charge		
	Establish, per occasion		TBD
	Add or change, per occasion		TBD
	DSL Cross Connects		
	HFPL Cross Connect - CLEC Owned Non Integrated	TBD	TBD
	HFPL Cross Connect - CLEC Owned Integrated	TBD	TBD
	HFPL Cross Connect - SBC Owned	TBD	TBD
	HFPL OSS Modification Charge		
	HFPL OSS Charge - per line	TBD	TBD
	Unbundled Local Switching (ULS)	USAGE	
	ULS Usage, per MOU	\$ 0.000870	NA
	Customized Routing, per new Line Class Code, per switch		\$ 186.07
	Custom Routing of OS or DA via AIN for ULS-ST, per carrier, per switch, per route		TBD
	ULS Billing and Trunk Order Development Charge, per CLEC, per switch		\$ 138.12
	Port Charge Per Month		
	Analog Line Port	\$ 5.34	\$ 44.01
	Ground Start Port	\$ 5.77	\$ 44.01
	Analog DID Trunk Port	\$ 10.69	\$ 44.01
	Analog DID Trunk Port - per telephone number	\$ 0.01	
	Analog DID Trunk Port, add/rearrange each termination		\$ 24.81
	ISDN Direct BRI Port	\$ 27.54	\$ 44.01
	ISDN Direct Port - per telephone number	\$ 0.01	
	ISDN Prime PRI Port	\$ 122.03	\$ 662.01
	ISDN Prime Trunk Port - per telephone number	\$ 0.01	
	ISDN Prime Trunk Port - add/rearrange channel		\$ 24.81
	Digital Trunking Trunk Port	\$ 86.13	\$ 662.01
	ULS Trunk Port, per port	\$ 77.39	\$ 662.01
	Centrex Basic Line Port	\$ 9.61	\$ 44.01

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 INDIANA
 ICA
 PRICING SCHEDULE

INDIANA		AIT	
		RECURRING	
		MONTHLY	
Centrex ISDN Line Port	\$ 45.03	\$ 44.01	
Centrex EKL Line Port	\$ 28.09	\$ 44.01	
Centrex Attendant Console Line Port	\$ 88.62	\$ 88.00	
Centrex System Charges			
System Features, per common block	\$ 310.38		
Common Block establishment, each		\$ 407.35	
System features change or rearrangement, per feature, per occasion		\$ 58.53	
System feature activation, per feature, per occasion		\$ 223.22	
Port Non-Recurring Charges			
Service Order - Line Port, per occasion		\$ 14.14	
Service Order - Trunk Port, per occasion		\$ 324.65	
Service Order - Record Order, per occasion		\$ 12.55	
Service Order - Subsequent, per occasion		\$ 14.14	
Conversion from basic line port to ground start or vice versa, per change		\$ 39.98	
Subsequent Training - per SBC person, per hour			TBD
Daily Usage Feed - Per Message	\$ 0.000790		
Cross Connects (Loops,Ports,Sub Loops,Dedicated Transport,Tandem Switching)			
2-Wire	\$ 0.14		
4-Wire	\$ 0.26		
6-Wire	\$ 0.40		
8-Wire	\$ 0.53		
DS1/LT1	\$ 0.36		
DS3/LT3	\$ 0.66		
OC3 to OC3	\$ 64.68		
OC12 to OC12	\$ 340.96		
OC48 to OC48	\$ 752.06		
Tandem Switching			
per minute of use (without Tandem Ports)	\$ 0.000307		
Unbundled Tandem Switch Trunk Port (DS1) with features, per port	\$ 108.60	\$ 662.01	
Service Order Charge		\$ 325.07	
Subsequent Charges (per trunk group)		\$ 24.89	
Unbundled Network Element Combinations Migration Charges			
Basic Line Port		TBD	
Ground Start Port		TBD	
ISDN Direct Port		TBD	
DID Trunk Port		TBD	
Centrex Basic Line Port		TBD	
Centrex ISDN Line Port		TBD	
Centrex EKL Line Port		TBD	
Centrex Attendant Console Line Port		TBD	
ISDN Prime Trunk Port		TBD	
Digital Trunking Trunk Port		TBD	
ULS Trunk Port		TBD	
Unbundled Local Switching with Shared Transport		USAGE	
ULS-Usage (for ULS-ST)	\$ 0.000879	per MOU	
ULS-ST Blended Transport Usage	\$ 0.000981	per MOU	
ULS-ST Common Transport Usage	\$ 0.000660	per MOU	
ULS-ST Tandem Switching Usage	\$ 0.000232	per MOU	
ULS-ST Reciprocal Compensation	\$ 0.000879	per MOU	
ULS-ST SS7 Signaling Transport	\$ 0.000257	per Message	
Dedicated Transport			
Entrance Facility - Per Point of Termination			
DS1 Zone 1	\$ 51.07		
Zone 2	\$ 38.48		
Zone 3	\$ 38.48		
DS3 Zone 1	\$ 665.80		
Zone 2	\$ 506.05		
Zone 3	\$ 506.05		

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		RECURRING	
		MONTHLY	AIT
OC3	All Zones	\$ 227.86	
OC12	All Zones	\$ 376.90	
OC48	All Zones	\$ 1,618.11	
Interoffice Transport:			
DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 11.10	
	Interoffice Mileage - Per Mile - All Zones	\$ 1.65	
DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 106.79	
	Interoffice Mileage - Per Mile - All Zones	\$ 28.62	
OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 253.39	
	Interoffice Mileage - Per Mile - All Zones	\$ 185.74	
OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 430.24	
	Interoffice Mileage - Per Mile - All Zones	\$ 335.19	
OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 956.83	
	Interoffice Mileage - Per Mile - All Zones	\$ 284.15	
Multiplexing			
	DS1 to Voice Grade - All Zones	\$ 197.61	
	DS3 to DS1 - All Zones	\$ 260.24	
OC3	Add/Drop Multiplexing - Per Arrangement	\$ 410.09	
	Add/Drop Function		
	- Per DS3 Add or Drop	\$ 88.52	
	- Per DS1 Add or Drop	\$ 27.34	
OC12	Add/Drop Multiplexing - Per Arrangement	\$ 460.47	
	Add/Drop Function		
	- Per OC3 Add or Drop	\$ 123.31	
	- Per DS3 Add or Drop	\$ 26.74	
OC48	Add/Drop Multiplexing - Per Arrangement	\$ 517.05	
	Add/Drop Function		
	- Per OC12 Add or Drop	\$ 242.27	
	- Per OC3 Add or Drop	\$ 111.96	
	- Per DS3 Add or Drop	\$ 38.32	
Dark Fiber			
	Interoffice Dark Fiber		
	Interoffice Inquiry Charge - per request	NA	TBD
	Interoffice Administration Charge - per order	NA	TBD
	Interoffice Connection Charge - per strand	NA	TBD
	Interoffice Mileage Termination - per fiber, per termination	TBD	NA
	Interoffice Mileage - per fiber, per foot	TBD	NA
	Interoffice Cross Connect	TBD	NA
Loop/Sub-Loop Dark Fiber			
	Loop/Sub-Loop Inquiry Charge - per request	NA	TBD
	Loop/Sub-Loop Administration Charge - per order	NA	TBD
	Loop Connection Charge - CO to RT/CEV/HUT; CO to Premise, per strand	NA	TBD
	Sub-Loop Connection Charge - RT/CEV/HUT to Premise, per strand	NA	TBD
	Loop/Sub-Loop Mileage Termination - per fiber, per termination	TBD	NA
	Loop/Sub-Loop Mileage Termination - per fiber, per foot	TBD	NA
	Loop/Sub-Loop Cross Connect	TBD	NA
Dedicated Transport Network Reconfiguration Service (NRS)			
	On rates, terms and conditions specified in FCC Tariff No. 2		
Dedicated Transport Optional Features & Functions			
DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - All Zones		\$ 351.64
OC3	1+1 Protection - Per OC3 Entrance Facility	\$ 35.02	NA
	1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ 35.02	\$ 2,381.09
	1+1 Protection with Route Survivability (1 & 2 below apply)		
	- (1) Per OC3 Entrance Facility	\$ 35.02	NA
	- (2) Per Quarter Route Mile	\$ 41.42	NA
OC12	1+1 Protection - Per OC12 Entrance Facility	\$ 173.21	NA
	1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ 173.21	\$ 2,381.09
	1+1 Protection with Route Survivability (1 & 2 below apply)		
	- (1) Per OC12 Entrance Facility	\$ 173.21	NA
	- (2) Per Quarter Route Mile	\$ 37.50	NA
OC48	1+1 Protection - Per OC48 Entrance Facility	\$ 650.94	NA
	1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$ 650.94	\$ 2,381.09

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		RECURRING		AIT	
		MONTHLY		NONRECURRING	
	1+1 Protection with Route Survability (1 & 2 below apply)				
	- (1) Per OC48 Entrance Facility	\$ 650.94		NA	
	- (2) Per Quarter Route Mile	\$ 64.37		NA	
Dedicated Transport Installation & Rearrangement Charges					
DS1	Administration Charge - Per Order			\$ 322.47	
	Design & Central Office Connection Charge - Per Circuit			\$ 527.99	
	Carrier Connection Charge - Per Order			\$ 458.62	
DS3	Administration Charge - Per Order			\$ 251.64	
	Design & Central Office Connection Charge - Per Circuit			\$ 562.86	
	Carrier Connection Charge - Per Order			\$ 305.85	
OC3	Administration Charge - Per Order			\$ 96.91	
	Design & Central Office Connection Charge - Per Circuit			\$ 430.25	
	Carrier Connection Charge - Per Order			\$ 628.35	
OC12	Administration Charge - Per Order			\$ 96.91	
	Design & Central Office Connection Charge - Per Circuit			\$ 430.25	
	Carrier Connection Charge - Per Order			\$ 628.35	
OC48	Administration Charge - Per Order			\$ 96.91	
	Design & Central Office Connection Charge - Per Circuit			\$ 430.25	
	Carrier Connection Charge - Per Order			\$ 628.35	
Digital Cross-Connect System					
	DCS Port Charge	ICB		ICB	
DS1		ICB		ICB	
DS3		ICB		ICB	
	DCS Establishment Charge	ICB		ICB	
	Database Modification Charge	ICB		ICB	
	Reconfiguration Charge	ICB		ICB	
Line Information Database - LIDB					
	Validation Query (Regional STP Access Includes SMS & Sleuth)	\$ 0.014490	(per query)		
	Query Transport (Regional STP Access Validation)	\$ 0.000017	(per query)		
	Validation Query (Local STP Access Includes SMS & Sleuth)	\$ 0.014490	(per query)		
	Query Transport (Local STP Access Validation)	\$ 0.000148	(per query)		
	CNAM Database Query (Regional STP Access Includes SMS)	\$ 0.008000	(per query)		
	CNAM Database Query (Local STP Access Includes SMS)	\$ 0.008000	(per query)		
	LIDB Data Storage & Administration				
	Manual Update	NA		\$ 2.00	(Per Update)
800 Database					
	Toll Free Database Query (Regional STP Access)	\$ 0.001080	(per query)		
	Call Handling and Destination (Regional STP Access)	\$ 0.000134	(per query)		
	Toll Free Database Query (Local STP Access)	\$ 0.001211	(per query)		
	Call Handling and Destination (Local STP Access)	\$ 0.000265	(per query)		
	Database Query (NonFacilities Based) - Call Routing	\$ 0.002294	(per query)		
	Database Query (NonFacilities Based) - Routing Option	\$ 0.000608	(per query)		
SS7					
	SS7 Links - Cross Connects				
	STP to Collocators Cage - DS0	See Dedicated Transport			
	STP to Collocators Cage - DS1	See Dedicated Transport			
	STP to SWBT MDF - DS0	See Dedicated Transport			
	STP to SWBT DSX Frame-DS1	See Dedicated Transport			
	SS7 Links				
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	Signal Transfer Point (STP), Per Port	\$ 288.78		\$ 617.01	
SS7 Signalling					
	Signal Switching/IAM msg (ISUP)	\$ 0.000155			
	Signal Transport/IAM msg (ISUP)	\$ 0.000085			
	Signal Formulation/IAM msg (ISUP)	\$ 0.000124			
	Signal Tandem Switching/IAM msg (ISUP)	\$ 0.000324			
	Signal Switching/TCAP msg	\$ 0.000125			
	Signal Transport/TCAP msg	\$ 0.000057			

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INDIANA		AIT	
		RECURRING	
		MONTHLY	NONRECURRING
Signal Formulation/TCAP msg	\$ 0.000284		
Originating Point Code Addition or Change	NA	\$ 21.38	
Global Title Address Translation Addition or Change	NA	\$ 11.49	
Unbundled Access to AIN - AIN Database Query	BFR		
OTHER			
Directory Assistance			
Directory Assistance, per occurrence	\$ 0.278818	NA	
Directory Assistance Call Completion (DACC)	\$ 0.016213	NA	
Branding - Facility Based			
- Branding, per trunk group	NA	\$ 310.74	
DA Listings			
DA Listing License			
Basic (for local and local toll DA service)			
- Initial Load, per listing	NA	\$ 0.040	
- Updates, per listing	NA	\$ 0.060	
Operator Services			
Automated Call Processing, per occurrence	\$ 0.022424	NA	
Manual Call Assistance, per occurrence	\$ 0.397741	NA	
Branding - Facility Based			
- per trunk group	NA	\$ 310.74	
Busy Line Verification, per occurrence	\$ 0.828603		
Busy Line Verification Interrupt, per occurrence	\$ 1.003791		
Ancillary Message Billing Compensation (Per Message)	\$ 0.03		
Structure Access - Poles & Ducts	Annually		
Pole Attachment Fee	\$ 3.08		
Conduit Attachment Fee - per foot of innerduct	\$ 0.33		
Administrative Fee		\$ 200.00	
Emergency Number Service Access			
Rates will be replaced & trued-up in accordance with results in Cause No. 40611-S1			
9-1-1 Selective Router Interconnection			
- Digital DS1 Interface	\$ 205.16	\$ 572.39	
- Each DS0 Installed	\$ -	\$ 319.30	
- Analog Channel Interface	\$ 19.81	\$ 496.18	
ANI/ALI/SR and Database Management			
- Per 100 records, rounded up to nearest 100	\$ 3.93	\$ -	
9-1-1 Selective Router Switch Administration			
- Per Selective Router	\$ 5.06	\$ 233.32	
Universal Emergency Number 9-1-1/Telecommunications Service Tariff	Tariff 20R, Part 8, Section 3		
Ameritech DS1 Service			
Exchange Circuit	Unregulated Service		
Access Circuit	FCC No. 2, Section 7		
Analog Channel (3002 Channel)			
Exchange Circuit	Unregulated Service		
Access Circuit	Fcc No. 2, Section 7		
RECIPROCAL COMPENSATION			
Tandem Switching			
per minute of use	\$ 0.000307		

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INDIANA		AIT		
		RECURRING		AIT
		MONTHLY		NONRECURRING
Tandem Transport				
Termination per Minute of Use (Statewide)		\$ 0.000102		
Facility Mileage per Minute, per Mile (Statewide)		\$ 0.000005		
Local End Office Termination				
Per Originating or Terminating MOU (Statewide)		\$ 0.004097		
TRANSIT SERVICE				
Tandem Switching				
per minute of use		FCC Tariff No. 2, Section 6		
Tandem Termination				
per minute of use		FCC Tariff No. 2, Section 6		
Tandem Facility				
per minute of use		FCC Tariff No. 2, Section 6		
COLLOCATION				
Physical Collocation				
Service Order Charge - Per Order			\$ 118.81	
Central Office Floor Space - Land & Building per 50 Sq. Ft.		\$ 170.53		
Central Office Floor Space - Land & Building per 100 Sq. Ft.		\$ 279.34		
Transmission Node Enclosure				
- Per Initial 50 Sq. Ft.		\$ 25.86		
- Per Additional 50 Sq. Ft.		\$ 10.21		
- Per Initial 100 Sq. Ft.		\$ 51.71		
- Per Additional 100 Sq. Ft.		\$ 20.42		
Fiber Cable Vault Splicing				
- Per Initial Splice			\$ 180.74	
- Per Subsequent Splice			\$ 13.42	
Fiber Splice Testing				
- Per Initial Splice Test			\$ 41.46	
- Per Subsequent Splice Test			\$ 2.45	
Fiber Cable Pulling From Manhole to Cable Vault				
- Per First Foot			\$ 196.09	
- Per Additional Foot			\$ 0.98	
Fiber Cable Pulling From Vault to Transmission Node				
- Per First Foot			\$ 73.18	
- Per Subsequent Foot			\$ 0.74	
Fiber Riser Space - Per Foot		\$ 0.94		
Fiber Optic Entrance Cable Conduit - Per Fiber Optic Cable Foot		\$ 0.05		
Power Consumption - Per DC Fuse AMP		\$ 6.09		
Power Delivery - Per Power Lead			\$ 1,565.59	
200 Conductor Electrical Cross Connection - Per Block		\$ 55.02		
Digital Cross-Connection Panel				
- Per DSX-3 Termination		\$ 13.02		
- Passive DS3 Termination		\$ 6.24		
- DS3 Repeater		\$ 29.55		
- Per DSX-1 Panel		\$ 40.29		
- Passive DS1 Termination		\$ 0.49		
- DS1 Repeater		\$ 5.09		
Optical Cross-Connect Panel - Per OCX Panel Segment		\$ 5.00		

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INDIANA		AIT			
		RECURRING			
		MONTHLY			
	Security Access Cards (per photo ID cards)			\$ 8.62	
	Digital Timing Source - Per Sync Signal Provided	\$ 10.96			
	Space Reservation Change - Per Each Request			\$ 173.90	
	Diverse Riser Cable Route- Per Floor Traversed			\$ 406.25	
	Shared Cage Physical Collocation				
	Central Office Floor Space, Land & Building Per 50 Sq. Ft.	\$ 170.53			
	Service Order Charge, Per Order			\$ 434.22	
	Service Order Charge, Per Disconnect Order			\$ 10.07	
	Transmission Node Enclosure - Per Initial 50 Sq. Ft.			\$ 2,437.32	
	- Per Additional 50 Sq. Ft. Enclosed			\$ 1,115.57	
	Security Access Card (per photo ID card)			\$ 8.62	
	Cageless Physical Collocation				
	Central Office Floor Space, Land & Building Per Standard Rack/Bay	\$ 7.41			
	Service Order Charge, Per Connect Order			\$ 297.67	
	Service Order Charge, Per Disconnect Order			\$ 10.07	
	Security Access Cards (per photo ID cards)			\$ 8.62	
	Virtual Collocation Service				
	Service Order Charge - Per Order			\$ 100.12	
	Fiber Optic - Entrance Facility - Per Fiber Foot	\$ 0.05			
	Fiber Riser Cable - Per Riser Cable	\$ 0.21			
	- Per Fiber Termination	\$ 1.30			
	Fiber Cable Vault Splicing - Per Initial Splice			\$ 180.74	
	- Per Subsequent Splice			\$ 13.42	
	Fiber Cable Splice Testing - Per Initial Splice Test			\$ 41.46	
	- Per Subsequent Splice Test			\$ 2.45	
	Fiber Cable Pulling From Manhole to Cable Vault - Per First Foot			\$ 196.09	
	- Per Additional Foot			\$ 0.98	
	Fiber Cable Pulling From Vault to the LGX Panel - Per First Foot			\$ 73.18	
	- Per Additional Foot			\$ 0.74	
	Diverse Riser Cable Route - Per Floor Traversed			\$ 406.25	
	Equipment Bay - Per 7' Bay Installed (Customer provided/installed/pre-packaged)	\$ 18.29			
	Equipment Bay - Per 7' Bay Installed (Company provided/installed)	\$ 21.66	\$ 349.61		
	Project Management Fee - Per Initial 7' Bay (Installed on Initial or Subsequent Order)			\$ 2,318.68	

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		RECURRING	
		MONTHLY	
	- Per Additional 7' Bay (Installed on Initial or Subsequent Order)		\$ 1,159.34
	- Per Initial Shelf (Installed on Subsequent Order)		\$ 1,739.01
	- Per Additional Shelf (Installed on Same Subsequent Order)		\$ 1,043.40
	- Per Bay Rearrangement and/or Miscellaneous Work		\$ 1,391.20
	Power Consumption - Per Fuse AMP	\$ 6.09	
	Power Delivery - Per 7' Bay Installed		\$ 1,565.59
	200 Conductor Electrical Cross-Connection Block - Per Block	\$ 55.02	
	Digital Cross-Connection Panel		
	- Per DSX-3 Termination	\$ 13.02	
	- Per DSX-1 Panel	\$ 40.29	
	Optical Cross-Connection Panel - Per OCX Panel Segment	\$ 5.00	
	Digital Timer Source - Per Timer Circuit Required	\$ 2.20	
	Thru-Connect		
	- Per DSX-1 to DSX-1	\$ 0.21	\$ 6.21
	- Per OCX to OCX	\$ 1.47	\$ 6.21
Premises Report			
	Premises Report		T&M
	Note: T & M - Time and Materials		
CLEC Network Interconnection Services			
DS1 Collocation Termination Charges per DS1 (Per Trunk Group)			
	1 - 28 DS1s	\$ 36.00	\$ 267.00
	29 - 56 DS1s	\$ 33.00	\$ 267.00
	57 - 84 DS1s	\$ 26.00	\$ 267.00
	85 - 112 DS1s	\$ 21.00	\$ 267.00
	113 - 140 DS1s	\$ 17.00	\$ 267.00
	141 - 168 DS1s	\$ 13.00	\$ 267.00
	169 - 300 DS1s	\$ 12.00	\$ 175.00
	301 - 500 DS1s	\$ 12.00	\$ 125.00
	501 - 750 DS1s	\$ 12.00	\$ 75.00
	751 - 1000 DS1s	\$ 12.00	\$ 50.00
	1001+	\$ 12.00	\$ 25.00
DS3 to DS1 Multiplexing per DS3			
			\$ 620.00
Leased DS1 Facility			
	without mileage	\$ 154.85	
	with mileage	\$ 278.85	\$20.60 / mile
Signaling Link Port Termination			
		\$ 450.00	\$ 475.00
Installation per DS1 Trunk Group			
			\$ 177.50
Service Order Charge per Order			
			\$ 50.00
Engineering Charge per DS1 Trunk Group			
			\$ 120.00
Service Order Change Charge			
			\$ 50.00
Administrative Change Charge			
			\$ 50.00
Initial Address Message (IAM)			
		\$ 0.001150	per message
Reciprocal Compensation			
		TBD	
RESALE			

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		RECURRING	
		MONTHLY	
		RESALE DISCOUNTS	NONRECURRING
RECURRING			
BUSINESS			
LOCAL EXCHANGE SERVICE			
Business 1 Party		21.46%	21.46%
Business - Measured		21.46%	21.46%
Customer Operated Pay Telephone (COPT)		21.46%	21.46%
EXPANDED LOCAL CALLING			
Extended Area Service		21.46%	21.46%
VERTICAL SERVICES			
Anonymous Call Rejection		21.46%	21.46%
Repeat Dialing (Auto Redial)		21.46%	21.46%
Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		21.46%	21.46%
Call Blocker		21.46%	21.46%
Call Forwarding		21.46%	21.46%
Call Forwarding - Busy Line		21.46%	21.46%
Call Forwarding - Busy Line/Don't Answer		21.46%	21.46%
Call Forwarding - Don't Answer		21.46%	21.46%
Automatic CallBack (Call Return)		21.46%	21.46%
Automatic CallBack-Per Use (Call Return - Usage Sensitive)		21.46%	21.46%
Call Trace		21.46%	21.46%
Call Waiting		21.46%	21.46%
Caller ID WithName (Calling Name)		21.46%	21.46%
Caller ID (Calling Number)		21.46%	21.46%
MultiRing Service -1 (Personalized Ring -1 Dependent Number)		21.46%	21.46%
MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		21.46%	21.46%
Remote Access to Call Forwarding (Grandfathered)		0.00%	0.00%
Selective Call Forwarding		0.00%	0.00%
Multi-Path Call Forwarding (Simultaneous Call Forwarding)		21.46%	21.46%
Remote Call Forwarding-Per Feature		21.46%	21.46%
RCF, Interstate, Interexchange		21.46%	21.46%
RCF, Intrastate		21.46%	21.46%
RCF, Interstate, International		21.46%	21.46%
RCF, Intrastate, Interexchange		21.46%	21.46%
RCF to 800		21.46%	21.46%
RCF Additional		21.46%	21.46%
Speed Calling 8		21.46%	21.46%
Speed Calling 30		21.46%	21.46%
Three Way Calling		21.46%	21.46%
Call Screening		21.46%	21.46%
Busy Line Transfer		21.46%	21.46%
Alternate Answer		21.46%	21.46%
Message Waiting - Tone		21.46%	21.46%
Easy Call		21.46%	21.46%
Prime Number Service		21.46%	21.46%
AMERITECH Privacy Manager		21.46%	21.46%
Name and Number Delivery Service		21.46%	21.46%
DID			
DID		21.46%	21.46%
TRUNKS			
Trunk		21.46%	21.46%
AIN			
Area Wide Networking		21.46%	21.46%
Ameritech Switch Alternate Routing (ANSAR)		21.46%	21.46%
Ameritech Customer Location Alternate Routing (ACLAR)		21.46%	21.46%
OTHER			
Grandfathered Services		0.00%	0.00%
Promotions (Greater than 90 days)		21.46%	21.46%
TouchTone (Business)		21.46%	21.46%
TouchTone (Trunk)		21.46%	21.46%
900/976 Call Blocking (900/976 Call Restriction)		0%	0%

TBD -To be determined
 BFR -Bona Fide Request
 ICB -Individual Case Basis
 NA -Not Applicable
 (-) -Not Available as of effective date

AMERITECH/ICG TELECOM GROUP, INC.
 INDIANA
 ICA
 PRICING SCHEDULE

INDIANA		AIT	
		RECURRING	AIT
		MONTHLY	NONRECURRING
976 (976 Information Delivery Service)		0%	0%
Access Services (See Access Tariff)		0%	0%
Additional Directory Listings		21.46%	21.46%
Carrier Disconnect Service (Company Initiated Suspension Service)		0%	0%
Connection Services		21.46%	21.46%
Premise Services/Line Backer (Maintenance of Service Charges)		0%	0%
Shared Tenant Service		0%	0%
ISDN			
ISDN		21.46%	21.46%
DIRECTORY ASSISTANCE SERVICES		21.46%	21.46%
Local Operator Assistance Service		21.46%	21.46%
TOLL			
TOLL		21.46%	21.46%
OPTIONAL TOLL CALLING PLANS			
Optional Toll Calling Plans		21.46%	21.46%
CENTREX (PLEXAR)			
Ameritech Centrex Service ACS		21.46%	21.46%
Ameritech Centrex Network Manager		0.00%	0.00%
PRIVATE LINE			
Analog Private Lines		21.46%	21.46%
Private Line Channel Services		21.46%	21.46%
RESIDENCE			
LOCAL EXCHANGE SERVICE			
Life Line		0.00%	0.00%
Residence 1 Party		21.46%	21.46%
Residence Measured		21.46%	21.46%
EXPANDED LOCAL CALLING			
Extended Area Service		21.46%	21.46%
VERTICAL SERVICES			
Anonymous Call Rejection		21.46%	21.46%
Repeat Dialing (Auto Redial)		21.46%	21.46%
Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		21.46%	21.46%
Call Blocker		21.46%	21.46%
Call Forwarding		21.46%	21.46%
Call Forwarding - Busy Line		21.46%	21.46%
Call Forwarding - Busy Line/Don't Answer		21.46%	21.46%
Call Forwarding - Don't Answer		21.46%	21.46%
Automatic Call-Back (Call Return)		21.46%	21.46%
Automatic Call-Back Per Use (Call Return - Usage Sensitive)		21.46%	21.46%
Call Trace		21.46%	21.46%
Call Waiting		21.46%	21.46%
Caller ID with Name (Calling Name)		21.46%	21.46%
Caller ID (Calling Number)		21.46%	21.46%
Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		21.46%	21.46%
Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)		21.46%	21.46%
Remote Access to Call Forwarding (GF)		0.00%	0.00%
RCF, Interstate, Interexchange		21.46%	21.46%
RCF, Instrastate		21.46%	21.46%
RCF, Interstate, International		21.46%	21.46%
RCF, Instrastate, Interexchange		21.46%	21.46%
RCF to 800		21.46%	21.46%
RCF Additional		21.46%	21.46%
Selective Call Forwarding		21.46%	21.46%
Speed Calling 8		21.46%	21.46%
Three Way Calling		21.46%	21.46%
Call Screening		21.46%	21.46%
Busy Line Transfer		21.46%	21.46%

TBD -To be determined
 BFR -Bona Fide Request
 ICB -Individual Case Basis
 NA -Not Applicable
 (-) -Not Available as of effective date

AMERITECH/ICG TELECOM GROUP, INC.
 INDIANA
 ICA
 PRICING SCHEDULE

INDIANA		AIT	
		RECURRING	AIT
		MONTHLY	NONRECURRING
	Alternate Answer	21.46%	21.46%
	Message Waiting - Tone	21.46%	21.46%
	Easy Call	21.46%	21.46%
	AMERITECH Privacy Manager	21.46%	21.46%
	Name and Number Delivery Service	21.46%	21.46%
ISDN			
	ISDN	21.46%	21.46%
OTHER (Resale)			
	DIRECTORY ASSISTANCE SERVICES	21.46%	21.46%
	Local Operator Assistance Service	21.46%	21.46%
OTHER			
	Grandfathered Services	0.00%	0.00%
	Promotions (Greater than 90 Days)	21.46%	21.46%
	TouchTone	21.46%	21.46%
	Home Services Packages	21.46%	21.46%
	900/976 Call Blocking (900/976 Call Restriction)	0%	0%
	976 (976 Information Delivery Service)	0%	0%
	Access Services (See Access Tariff)	0%	0%
	Additional Directory Listings	21.46%	21.46%
	Carrier Disconnect Service (Company Initiated Suspension Service)	0%	0%
	Connection Services	21.46%	21.46%
	Premise Services/Line Backer (Maintenance of Service Charges)	0%	0%
	Shared Tenant Service	0%	0%
TOLL			
	Custom and Dedicated 800 Service (Home 800)	21.46%	21.46%
	IntraLATA MTS	21.46%	21.46%
	Toll Restriction	21.46%	21.46%
Electronic Billing Information Data (daily usage)			
	per message	\$0.00	
Local Disconnect Report (LDR)			
	Per WTN	\$0.00	
Line Connection Charge			
	Residence		NA
	Business		NA
Service Order/Service Request Charge			
	Residence		\$ 21.21
	Business		\$ 30.63
Non-Electronic (Manual) Service Order Charge			
	Residence		\$ 9.02
	Business		\$ 9.02

STATE OF INDIANA

RECEIVED

INDIANA UTILITY REGULATORY COMMISSION

JUN 07 2002

INDIANA UTILITY REGULATORY COMMISSION
TELECOMMUNICATIONS DIVISION

Submission of Indiana Bell Telephone)
Company, Incorporated d/b/a Ameritech Indiana)
For Commission Recognition of an Amendment to)
An Interconnection Agreement Arrived At) Cause No. 41268-INA-107ND
Through Voluntary Negotiations with)
ICG Telecom Group, Inc.)

SUBMISSION OF AMERITECH INDIANA

Pursuant to the Indiana Utility Regulatory Commission's Order in Cause No. 39983, dated December 19, 2001, and Section 252 of the Federal Telecommunications Act of 1996, Indiana Bell Telephone Company, Incorporated ("Ameritech Indiana") hereby submits an Amendment to the Interconnection Agreement (the "Amendment"), dated as of December 19, 2001, arrived at through voluntary negotiations by and among Ameritech Indiana, its affiliate companies and ICG Telecom Group, Inc. ("ICG").

The name and address of the attorneys representing the parties to this Amendment are as follows:

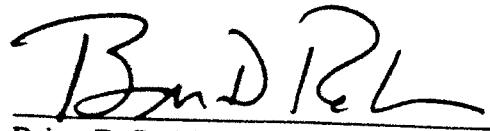
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ICG:

Cindy Z. Schonhaut
Executive Vice President
Government and External Affairs
ICG Communications, Inc.
161 Inverness Drive West, 6th Floor
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Respectfully submitted,



Brian D. Robinson (#22825-49)
Ameritech Indiana
240 North Meridian Street, Suite 1830
Indianapolis, Indiana 46204
Telephone: (317) 265-2136
Facsimile: (317) 265-3343

Attorney for Indiana Bell Telephone
Company, Incorporated ("Ameritech
Indiana")

VERIFICATION

I, **Eric Larsen**, affirm under the penalties of perjury that I am **Director-Negotiations** for Ameritech/Indiana Bell Telephone Company Industry Markets; that I have read the foregoing Verified Application and know the contents thereof; and that the statements and representations therein contained are true to the best of my knowledge, information and belief.

Eric Larsen
Eric Larsen
Director-Negotiations for Ameritech/Indiana Bell
Telephone Company Industry Markets

AMENDMENT 1
TO INTERCONNECTION AGREEMENT
by and between
AMERITECH INDIANA
AND
ICG TELECOM GROUP, INC.

The Interconnection Agreement ("the Agreement") by and between Ameritech Indiana ("AMERITECH") and ICG Telecom Group, Inc. ("CLEC") is hereby amended as follows:

- (1) The Appendix Reciprocal Compensation has been replaced with the Negotiated Appendix Reciprocal Compensation (After FCC Order NO.01-131), which is attached hereto and incorporated herein.
- (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, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- (4) This Amendment shall be filed with and is subject to approval by the Indiana Utilities Regulatory Commission (IN-URC) and shall become effective ten (10) days following approval by such DPUC.

IN WITNESS WHERE OF, this Amendment to the Agreement was exchanged in triplicate on this 19th day of December, 2001, by Ameritech, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

ICG Telecom Group, Inc.

By: Michael D. Kallet

Name: Michael D. Kallet
(Print or Type)

Title: EVP Operations, CTO

Date: 12.14.01

*Ameritech Indiana
By SBC Telecommunications, Inc.
Its authorized agent

By: Carla Rowland

Name: Carla Rowland
(Print or Type)

Title: President-Industry Markets

Date: DEC 19 2001

* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, Ameritech does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. Ameritech further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Ameritech does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Ameritech the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

**NEGOTIATED APPENDIX
RECIPROCAL COMPENSATION
(AFTER FCC ORDER NO. 01-131)**

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APPENDIX RECIPROCAL COMPENSATION

This Appendix provides for Reciprocal Compensation rates, terms, and conditions for all intercarrier telecommunications traffic exchanged pursuant to the underlying Interconnection Agreement ("Agreement") CLEC as a Competitive Local Exchange Carrier in this state (hereafter, "CLEC") and one of the following SBC Communications Inc.-owned Incumbent Local Exchange Carriers (hereafter, "ILEC"): Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation), Southwestern Bell Telephone Company (a Missouri corporation), and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (but only to the extent that the agent for the applicable SBC-owned ILEC executed the underlying Agreement for such SBC-owned ILEC). The Parties hereby agree as follows:

WHEREAS, CLEC obtained the underlying Agreement by requesting adoption of an existing Agreement with ILEC pursuant to Section 252(i) of the Federal Telecommunications Act of 1996 (known as the "Most Favored Nations" or "MFN" provision of the Act); and

WHEREAS, on April 18, 2001, the Federal Communications Commission (FCC) adopted its "Order on Remand and Report and Order" in its Intercarrier Compensation proceeding regarding traffic to Internet Service Providers (ISPs) (hereafter, the "ISP Intercarrier Compensation Order");¹ and

WHEREAS, the FCC in that Order suspended MFN requests affecting ISP and other Internet-bound traffic, stating in pertinent part:

Because we now exercise our authority under section 201 to determine the appropriate intercarrier compensation for ISP-bound traffic, however, state commissions will no longer have authority to address this issue. For this same reason, as of the date this Order is published in the Federal Register, carriers may no longer invoke section 252(i) to opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic[footnote omitted]. Section 252(i) applies only to agreements arbitrated or approved by state commissions pursuant to section 252; it has no application in the context of an intercarrier compensation regime set by this [Federal Communications] Commission pursuant to section 201 [footnote omitted].

¹ *In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic; CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131* (released April 27, 2001).

² ISP Intercarrier Compensation Order, para 82 (emphasis added).

AND, WHEREAS the rates, terms and conditions for ISP traffic are legitimately-related to all other rates, terms and conditions for intercarrier compensation under the Agreement and have been negotiated in their entirety in this Appendix.

NOW, THEREFORE, ILEC and CLEC agree to the following rates, terms and conditions for all intercarrier traffic, including ISP and Internet-bound traffic, for the duration of the underlying Agreement, intending this document to be executed, filed, and approved as a negotiated Appendix separate from the underlying MFN Agreement.

1.0 APPENDIX SCOPE AND TERM

- 1.1 This Appendix sets forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.
- 1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.
- 1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.
- 1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.
- 1.5 This Appendix is intended to supersede and replace any and all Appendices, Attachments, Rate Schedules, or other sections of the underlying Interconnection Agreement that set forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC. Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.
- 1.6 The Parties agree that this Appendix also governs the exchange, routing and rating of all intercarrier ISP and Internet-bound traffic between ILEC and CLEC in this state. The terms "ISPs" and "Internet" shall be given the same meaning as used in the underlying Agreement, and if not defined there, shall be given the same meaning as found in the ISP Compensation Order and the Telecommunications Act of 1996.

- 1.7 The Parties agree that this Appendix shall be coterminous with the underlying Agreement and shall not extend or alter the term and termination provisions of the Agreement, subject to the exceptions in subsection 1.7.1 below.
 - 1.7.1 Retroactive Application back to the Effective Date of the Underlying MFN. The Parties recognize that an MFN interconnection agreement often receives speedier state approvals than the negotiated Appendix which will be affixed to that interconnection agreement. To the extent that the date of state approval of the underlying MFN interconnection agreement precedes the date of state approval of this Appendix, the Parties agree that the rates, terms and conditions of the Appendix will, upon state approval, apply retroactively to the date of state approval of the underlying MFN Agreement.
- 2.0 **ILEC DESIGNATIONS**
- 2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.3 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.5 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.6 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.
- 2.7 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.

- 2.8 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.
- 2.9 **SWBT-AR**-As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 2.10 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 2.11 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.12 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.13 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

3.0 CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between CLEC and ILEC will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users or as determined by Applicable Law.
- 3.2 For purposes of this Appendix, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:
 - (a) both physically located within the same rate centers of the originating end user and the terminating end user, and that are 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
 - (b) both physically located within the same rate centers of the originating end user and the terminating end user, and that are located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, that share a 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.

- 3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users but as for reciprocal compensation purposes the local calling area is determined by state commission.
- 3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in SBC-12 STATE, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing. In SNET, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.
- 3.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).
- 3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.
- 3.7 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 are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.
- 3.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

3.9 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4.0 RESPONSIBILITIES OF THE PARTIES

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

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

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

4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

4.5 Where the Parties are performing a transiting function as defined in Section 9.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

5.0 LOCAL CALL TERMINATION

5.1 The compensation set forth below will also apply to all Local and Local ISP Calls as defined in section 3.2 of this Appendix, depending on whether the call is terminated directly to an End Office or through a Tandem.

5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Local Calls and Local ISP Calls on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Reciprocal Compensation Terminating Rates, attached hereto and incorporated by reference as if fully set forth below:

5.3 Tandem Serving Rate Elements:

- 5.3.1 Tandem Switching - compensation for the use of tandem switching (only) functions.
- 5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.
- 5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and an call duration (per minute) rate.

5.4 End Office Serving Rate Elements:

- 5.4.1 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and an call duration (per minute) rate.
- 5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between ILEC and CLEC in the monthly billing cycle.
- 5.6 All ISP and Internet-bound traffic for a given usage month shall be due and owing at the same time as payments for Local Calls under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP and Internet-bound traffic the same as for Local Calls under this Appendix.

6.0 NON-LOCAL CALL TERMINATION

- 6.1 The Parties recognize and agree that ISP and Internet-bound traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in section 5.0 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:
 - Transit Traffic
 - Optional EAS Traffic
 - IntraLATA Interexchange Traffic

- InterLATA Interexchange Traffic
- 800, 888, 877, ("8yy") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

6.2 The Parties agree that, for the purposes of this Amendment, either Parties' end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. To the extent such "non-Local" ISP calls are placed, the Parties agree that section 5.0 above does not apply, and that the underlying Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

6.3 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the underlying Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

7.0 OPTIONAL CALLING AREA TRAFFIC – SWBT-OK, KS, AR, TX

7.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.

7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Oklahoma, Kansas, Arkansas, and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and SWBT-OK, SWBT-KS, SWBT-AR, and SWBT-TX are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.

7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8.0 MCA TRAFFIC – SBC-MO

8.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.

- 8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
 - 8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).
- 8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.
- 8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SWBT.

9.0 TRANSIT TRAFFIC COMPENSATION

- 9.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits a SBC-13STATE network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for SWBT-MO. The rates that SBC-13STATE shall charge for transiting CLEC traffic are outlined in Appendix Pricing.
- 9.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers upon delivering more than a DS1 level of traffic for

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

- 9.3 The CLEC shall not bill SBC-13STATE for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC-13STATE is sent CPN or is not sent CPN by the originating company.
- 9.4 In those SBC-13STATEs where Primary Toll Carrier (PTC) arrangements are mandated, for intralATA Toll Traffic which is subject to a PTC arrangement and where SBC-13STATE is the PTC, SBC-13STATE shall deliver such intralATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, SBC-13STATE shall reimburse the terminating carrier at SBC-13STATE's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.
- 9.5 CLEC will establish sufficient direct trunk groups between CLEC and a Third Party's network when CLEC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

10.0 **OPTIONAL CALLING AREA TRANSIT TRAFFIC - SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX**

- 10.1 In the states of Texas, Missouri, Kansas, and Arkansas, the Optional Area Transit Traffic rate element applies when one End User is in a SBC-SWBT one-way or two-way optional exchange and the other End User is within the SWBT-KS, SWBT-AR, and/or SWBT-TX local or mandatory exchanges. The Parties agree to apply the Optional Area Transit rate to traffic terminating to third party Independent LEC that shares a common mandatory local calling area with all SWBT-MO, SWBT-KS, SWBT-AR and SWBT-TX exchanges included in a specific metropolitan exchange area. The Optional Area Transit Traffic rates that will be billed are outlined in Appendix Pricing. The specific NXXs and associated calling scopes can be located in the applicable state Local Exchange tariff.

11.0 INTRALATA 800 TRAFFIC

- 11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 11.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

12.0 MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

- 12.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC and ESPs via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.
- 12.3 Billing to Interexchange Carriers (IXCs) and ESPs for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, CLEC is the Initial Billing Company (IBC) and SBC-13STATE is the Subsequent Billing Company.
- 12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

- 12.5 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. If there is a transmission failure on the primary interchange channel, data is to be backed up on a disc (CD) and forwarded to ICG within 10 business days. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.
- 12.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC or ESP. When ILEC performs 800 database queries, ILEC will charge the end office provider for the database query in accordance with standard industry practices.
- 12.7 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 12.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. **SBC-13STATE** acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At CLEC's request, **SBC-13STATE** will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.
- 12.9 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.
- 12.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13.0 INTRALATA TOLL TRAFFIC COMPENSATION

13.1 For intrastate intralATA toll traffic, compensation for termination of intercompany 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 not to exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intralATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but not to exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14.0 BILLING FOR MUTUAL COMPENSATION – SBC-SWBT

14.1 In SBC-SWBT other than for traffic described in Section 6.0 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:

14.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.

14.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.

14.5 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records CLEC for that same month's usage.

14.6 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.

- 14.7 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- 14.8 MOUs for the rates contained herein will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 14.9 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with SBC-13STATE, SBC-13STATE will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

15.0 **BILLING FOR MUTUAL COMPENSATION – SBC-AMERITECH, NEVADA, PACIFIC, SNET**

- 15.1 In SBC-AMERITECH, NEVADA, PACIFIC, and SNET, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 15.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:
 - 15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and
 - 15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.
 - 15.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal

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

16.0 RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 16.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order.") The Parties agree that by executing this Appendix and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to the ILEC's option to invoke on a date specified by ILEC the FCC's ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.
- 16.2 ILEC agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which the ILEC designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.
- 16.3 ILEC and CLEC agree to carry out the FCC terminating compensation plan on the date designated by ILEC without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP and Internet-bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

16.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.

16.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. See, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.

16.8 The parties agree to that the foregoing rates, terms, and conditions for the exchange of ISP-bound and Internet-bound traffic are subject to all rules, regulations, and interpretations of that traffic as Information Access pursuant to section 201 of the Act and FCC implementing orders, as opposed to sections 251 and 252 of the Act.

16.9 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

17.0 ADDITIONAL TERMS AND CONDITIONS

17.1 Legitimately Related Terms. Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the underlying Interconnection Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network

lement provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

17.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between ILEC and CLEC, but that as to the Reciprocal Compensation rates, terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

Appendix Reciprocal Compensation Terminating Rates

v. 4 - 7/20/2001

Arkansas

End Office Local Termination - Zone 1 Rural	
Set up charge, per call	\$ 0.001944
Duration charge, per MOU	\$ 0.001862
End Office Local Termination - Zone 2 Suburban	
Set up charge, per call	\$ 0.001299
Duration charge, per MOU	\$ 0.001244
End Office Local Termination - Zone 3 Urban	
Set up charge, per call	\$ 0.001007
Duration charge, per MOU	\$ 0.000964
Tandem Switching	\$ 0.000789
Common Transport	
Termination per Minute of Use Zone 1 (Rural)	\$ 0.000196
Termination per Minute of Use Zone 2 (Suburban)	\$ 0.000171
Termination per Minute of Use Zone 3 (Urban)	\$ 0.000157
Termination per Minute of Use Interzone	\$ 0.000186
Facilities per Minute, per Mile Zone 1 (Rural)	\$ 0.000006
Facilities per Minute, per Mile Zone 2 (Suburban)	\$ 0.000003
Facilities per Minute, per Mile Zone 3 (Urban)	\$ 0.000001
Facilities per Minute, per Mile Interzone	\$ 0.000001

California

End Office Local Termination - Interoffice - Terminating	
Set up charge, per call	\$ 0.007000
Duration charge, per MOU	\$ 0.001870
Tandem Switching - Shared Transport	
Set up charge, per call	\$ 0.001130
Duration charge, per MOU	\$ 0.000670
Switched Transport - Common	
Fixed Mileage per MOU (Fixed Mileage)	\$ 0.001330
Variable Mileage per MOU per Mile (Variable Mileage)	\$ 0.000021

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Connecticut

End Office Local Termination	
Set up charge, per call	\$ 0.000423
Duration charge, per MOU	\$ 0.002687
Tandem Served	
Set up charge, per call	\$ 0.000497
Duration charge, per MOU	\$ 0.004337

Illinois

End Office Local Termination	
Set up charge, per call	\$ 0.000512
Duration charge, per MOU	\$ 0.000067
Tandem Switching	
Set up charge, per call	\$ 0.000498
Duration charge, per MOU	\$ 0.000027
Tandem Transport Termination	\$ 0.000201
Tandem Transport Facility per MOU, per Mile	\$ 0.000013

Indiana

End Office Switching	
Set up charge, per call	\$ 0.011803
Duration charge, per MOU	\$ 0.000630
Tandem Switching	
Set up charge, per call	\$ 0.000400
Duration charge, per MOU	\$ 0.000194
Tandem Transport Termination	\$ 0.000102
Tandem Transport Facility per MOU, per Mile	\$ 0.000005

Kansas

End Office Local Termination - Zone 1 Rural	
Set up charge, per call	\$ 0.001944
Duration charge, per MOU	\$ 0.001862
End Office Local Termination - Zone 2 Suburban	
Set up charge, per call	\$ 0.001299
Duration charge, per MOU	\$ 0.001244
End Office Local Termination - Zone 3 Urban	
Set up charge, per call	\$ 0.001007
Duration charge, per MOU	\$ 0.000964
Tandem Switching	\$ 0.000789
Common Transport	
Termination per Minute of Use Zone 1 (Rural)	\$ 0.000198
Termination per Minute of Use Zone 2 (Suburban)	\$ 0.000171
Termination per Minute of Use Zone 3 (Urban)	\$ 0.000167
Termination per Minute of Use Interzone	\$ 0.000186
Facilities per Minute, per Mile Zone 1 (Rural)	\$ 0.000006
Facilities per Minute, per Mile Zone 2 (Suburban)	\$ 0.000003
Facilities per Minute, per Mile Zone 3 (Urban)	\$ 0.000001
Facilities per Minute, per Mile Interzone	\$ 0.000001

Michigan

End Office Local Termination	
Set up charge, per call	\$ 0.001865
Duration charge, per MOU	\$ 0.000805
Tandem Switching	
Set up charge, per call	\$ 0.000131
Duration charge, per MOU	\$ 0.000234
Tandem Transport Termination	
Set up charge, per call	\$ 0.000087
Duration charge, per MOU	\$ 0.000156
Tandem Transport Facility Mileage, per MOU per mile	\$ 0.000002

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Missouri

End Office Local Termination - Zone 1 Urban	
Set up charge, per call	\$ 0.002164
Duration charge, per MOU	\$ 0.001309
End Office Local Termination - Zone 2 Suburban	
Set up charge, per call	\$ 0.002602
Duration charge, per MOU	\$ 0.001575
End Office Local Termination - Zone 3 Rural	
Set up charge, per call	\$ 0.003748
Duration charge, per MOU	\$ 0.002200
End Office Local Termination - Zone 4 - Springfield	
Set up charge, per call	\$ 0.003193
Duration charge, per MOU	\$ 0.001933
Tandem Switching	
Set up charge, per call	\$ 0.002788
Duration charge, per MOU	\$ 0.000642
Common Transport	
Termination per Minute of Use Zone 1 (Urban STL, KS)	\$ 0.0001900
Termination per Minute of Use Zone 2 (Suburban)	\$ 0.0002850
Termination per Minute of Use Zone 3 (Rural)	\$ 0.0003020
Termination per Minute of Use Zone 4 (Suburban Springfield)	\$ 0.0001620
Termination per Minute of Use Interzone	\$ 0.0003320
Facilities per Minute, per Mile Zone 1 (Urban)	\$ 0.0000017
Facilities per Minute, per Mile Zone 2 (Suburban)	\$ 0.0000070
Facilities per Minute, per Mile Zone 3 (Rural)	\$ 0.0000151
Facilities per Minute, per Mile Zone 4 (Suburban Springfield)	\$ 0.0000010
Facilities per Minute, per Mile Interzone	\$ 0.0000035

Nevada

End Office Local Termination- Interoffice - Terminating	
Set up charge, per call	\$ 0.003110
Duration charge, per MOU	\$ 0.002506
Tandem Switching - Shared Transport	
Set up charge, per call	\$ 0.002658
Duration charge, per MOU	\$ 0.001261
Switched Transport - Common	
Fixed Mileage per MOU (Fixed Mileage)	\$ 0.000305
Variable Mileage per MOU per Mile (Variable Mileage)	\$ 0.000019

Ohio

End Office Local Termination	
Set up charge, per call	\$ 0.009381
Duration charge, per MOU	\$ 0.001080
Tandem Switching	
Set up charge, per call	\$ 0.001391
Duration charge, per MOU	\$ 0.000255
Tandem Transport Termination	\$ 0.000155
Tandem Transport Facility Mileage, per MOU per mile	\$ 0.000000

Oklahoma

End Office Local Termination - Zone 1 Rural	
Set up charge, per call	\$ 0.007746
Duration charge, per MOU	\$ 0.002051
End Office Local Termination - Zone 2 Suburban	
Set up charge, per call	\$ 0.005129
Duration charge, per MOU	\$ 0.001358
End Office Local Termination - Zone 3 Urban	
Set up charge, per call	\$ 0.004623
Duration charge, per MOU	\$ 0.001224
Tandem Switching	
Set up charge, per call	\$ 0.001949
Duration charge, per MOU	\$ 0.000516
Common Transport	
Termination per Minute of Use Zone 1 (Rural)	\$ 0.000499
Termination per Minute of Use Zone 2 (Suburban)	\$ 0.000282
Termination per Minute of Use Zone 3 (Urban)	\$ 0.000266
Termination per Minute of Use Zone Interzone	\$ 0.000147
Facilities per Minute, per Mile Zone 1 (Rural)	\$ 0.000027
Facilities per Minute, per Mile Zone 2 (Suburban)	\$ 0.000049
Facilities per Minute, per Mile Zone 3 (Urban)	\$ 0.000008
Facilities per Minute, per Mile Zone Interzone	\$ 0.000002

SBC-13 STATE NEGOTIATED RECIPROCAL COMPENSATION APPENDIX**SBC-13 STATE/ICG TELECOM GROUP, INC.****PAGE 25 OF 25****072001****Texas**

End Office Local Termination	
Set up charge, per call	\$ 0.0010887
Duration charge, per MOU	\$ 0.0010423
Tandem Switching	
	\$ 0.000794
Common Transport	
Termination per Minute of Use	\$ 0.000135
Facilities, per Minute, per Mile	\$ 0.000002

Wisconsin

End Office Local Termination	
Set up charge, per call	\$ 0.005485
Duration charge, per MOU	\$ 0.001662
Tandem Switching	
Set up charge, per call	\$ 0.000904
Duration charge, per MOU	\$ 0.000483
Tandem Transport Termination	
Set up charge, per call	\$ 0.000122
Duration charge, per MOU	\$ 0.000064
Tandem Transport Facility Mileage, per MOU per mile	
Set up charge, per mile	\$ 0.000008
Duration charge, per MOU per mile	\$ 0.000003

FURTHER AMENDMENT TO AMENDMENT
*Superseding Certain Compensation,
Interconnection and Trunking Provisions*

This Further Amendment to Amendment Superseding Certain Compensation, Interconnection and Trunking Provision ("Further Amendment") dated this _____ day of _____ 2003, by and between Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana¹ and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter individually referred to as "SBC ILEC" and collectively referred to as "SBC ILEC") and ICG Telecom Group, Inc. ("ICG"). SBC ILEC and ICG shall be referred to collectively as the "Parties."

1. The Parties further acknowledge that they executed an Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Amendment") and such amendment is now expressly being revised and superceded by this Further Amendment. Any inconsistencies between the provisions of this Further Amendment and the provisions of the current or future Interconnection Agreements (whether arbitrated, negotiated or otherwise) and any amendments thereto will be governed by the provisions of this Further Amendment, unless this Further Amendment is expressly superseded by a future amendment between the Parties.
2. During the period June 1, 2003 through May 31, 2004, neither of the Parties will seek directly or indirectly to obtain alternate terms and conditions to those stated herein. ICG hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection or trunking requirements that are subject to this Further Amendment. This waiver includes, but is not limited to any sale of ICG's assets, in which case ICG shall obtain the purchaser's agreement to be bound by the reciprocal compensation terms and conditions set forth herein. During the period June 1, 2003 through May 31, 2004, and except as stated in 3.1(b), the Parties waive any rights they may have under the Intervening/Change of Law provisions with respect to any reciprocal compensation, points of interconnection or trunking requirements that are subject to this Further Amendment.
3. In order to qualify for receipt of the reciprocal compensation rates provided in this Further Amendment, ICG must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 3.1 through 3.4.
 - 3.1 ICG will exert commercially reasonable efforts in each SBC ILEC state to establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG).

¹ Indiana Bell Telephone Company Incorporated, f/k/a Ameritech Indiana, is now doing business in Indiana as SBC Indiana.

- (a) In California and Illinois, the Parties agree that this section is satisfied if a physical POI is established within 15 miles, plus or minus five percent, of the Vertical and Horizontal coordinate of each SBC ILEC rate center where ICG has established a working telephone number local to that rate center.
- (b) The Parties agree that the Waiver of Change of Law/Intervening Law rights does not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Further Amendment.
- (c) To the extent permitted by law or by the underlying Interconnection Agreement, ICG may establish a physical POI by obtaining dedicated services or facilities from SWBT or from a third party, or by provisioning such services or facilities for itself.
- (d) The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in subsection (c) above are provided by SWBT, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable Interconnection Agreement, regardless of the time limits contained therein.

3.1.1 Compliance with the provisions of Section 3.1 shall be on a local calling area by local calling area basis. This means that ICG's eligibility to receive reciprocal compensation shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Section 3.1.

3.2 During the first six months of an interconnection, ICG may order, and SBC ILEC will provide, sufficient dedicated services or facilities as referenced in Section 3.1 to the nearest existing ICG POI in the LATA. SBC ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the ICG POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing Interconnection Agreement. Trunking services or facilities will be established prior to exchanging live traffic. If ICG has not established a physical POI through its own or a third parties' facilities, SBC ILEC shall thereafter be entitled to bill for its dedicated interconnection facilities used in the carriage of such traffic from the rate center where the calling party physically resides to the POI designated in section 3.2, or as otherwise mutually agreed.

3.3 Parties agree to abide by SBC ILEC's trunk engineering/administration guidelines as stated in the Interconnection Agreement.

3.3.1 When interconnecting at SWBT's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

3.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

3.3.3 The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The parties agree the existing architecture may remain in place and be augmented for growth as needed. The parties may subsequently agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via a Mid-Span Fiber Meet architecture as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SWBT agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

3.4 ICG will exert reasonable commercial efforts to achieve and maintain a network architecture within a tandem serving area such that Direct End Office Trunking (DEOT) does not fall below 70% for two consecutive months.

3.5 To the extent ICG has not achieved the POI and DEOT criteria identified in sections 3.1 and 3.4 for interconnections existing as of effective date of Amendment, ICG will be subject to the charges for the facilities described in Section 3.2.

3.6 For new interconnections, ICG will achieve the POI and DEOT criteria identified in sections 3.1 and 3.4 no later than six (6) months after the parties first exchange traffic for each new interconnection arrangement

3.7 Under any circumstances, ICG will not be penalized for non-compliance with the POI and DEOT criteria if such non-compliance results from SBC ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).

3.7.1 Establishing a New POI in an Existing Local Calling Area. ICG will notify the applicable SBC ILEC of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month period by letter to the SBC ILEC Account Manager for ICG. This 90 day notice is intended to give both parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.

3.7.2 Establishing a POI in a New Local Calling Area. ICG will notify its SBC ILEC Account Manager 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 days of SBC ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.

4. Compensable Traffic:

4.1 Compensable traffic includes local and transited traffic, intraLATA toll and optional EAS traffic (where applicable) as well as traffic that originates on the network of one party and terminates to an Internet Service Provider on the other party's network.

4.2 If ICG designates different rating and routing points such that traffic that originates in one rate center is carried by SWBT to a routing point designated by ICG in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

4.3 InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

4.4 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs.

4.5 Compensation for SBC ILEC-transited MOU will be governed by the interconnection agreement.

4.6 SBC ILEC and ICG agree to disagree on the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this Further Amendment, and reserve the right to raise the matter under the Dispute Resolution provisions in

this or any future Interconnection Agreements between the parties through May 31, 2004. The Parties further agree that this Further Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Further Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under sec. 252, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

5. Total Compensable Local Traffic (TCLT)

- 5.1 Local, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine Total Compensable Local Traffic and the balance of traffic between the Parties.
- 5.2 IntraLATA toll and transited MOU will be excluded from these calculations.
 - 5.2.1 Subject to applicable confidentiality guidelines, SBC ILEC and ICG will cooperate to identify transiting traffic; originators of such transiting traffic; and information useful for settlement purposes with such transit traffic originators.
 - 5.2.2 SBC ILEC and ICG agree to explore additional options for management and accounting of transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.
 - 5.2.3 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.
- 5.3 The compensation structure and rates set forth in this Further Amendment shall apply symmetrically for traffic terminated on either party's network.

6. Intentionally Omitted.

7. Beginning June 1, 2003, and running through May 31, 2004, all TLCT will be exchanged in all states at the rate of \$.0005 per MOU, such rate shall apply symmetrically for all traffic terminated on either Party's network.

8. The Parties continue to disagree as to whether ISP calls constitute local traffic subject to Reciprocal Compensation obligations. By entering into this Further Amendment, neither party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Further Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that SBC ILEC's payments to ICG under the Further Amendment shall not be construed

as agreement by SBC ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations.

9. This Further Amendment contains provisions that have been negotiated as part of an entire agreement and integrated with each other in such a manner that each provision is material to every other provision. By entering into this Further Amendment, SBC ILEC neither agree that they are obligated to permit, nor waives their rights to contend that they are not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.
10. Except as specifically modified by this Further 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.
11. This Further Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
12. The terms contained in this Further Amendment, which are incorporated into this Further Amendment by this reference, constitute the entire Further Amendment to this Interconnection Agreement, and shall be interpreted solely in accordance with their own terms.
13. This Further Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

ICG Telecom Group, Inc.

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

**Indiana Bell Telephone Company
Incorporated d/b/a SBC Indiana, by SBC
Telecommunications, Inc., its authorized
agent**

Signature: _____

Name: _____

Title: ^{For/} President - Industry Markets

Date: _____

**IURC MARCH 28, 2002 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This IURC March 28, 2002 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the “**Amendment**”) is dated as of September 12, 2002, by and between Indiana Bell Telephone Company Incorporated d/b/a “Ameritech Indiana” (“**Ameritech Indiana**”) and ICG Telecom Group, Inc. (“**CLEC**”).

WHEREAS, Ameritech Indiana and CLEC are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of December 19, 2001, as may have been amended prior to the date hereof (the “**Agreement**”);

WHEREAS, the Indiana Utility Regulatory Commission (“IURC”) issued an order (“Order”) in Cause No. 40611-S1, Phase 1, on March 28, 2002, setting forth in certain Indiana-specific prices and other requirements pertaining to particular combinations of unbundled network elements (“UNEs”) that are included in the Agreement (“Non-Voluntary Terms”);

WHEREAS, provisions of the Agreement require the incorporation into the Agreement of new prices such as those established by the Order;

WHEREAS, based on the foregoing and except as may be otherwise expressly noted, the Parties are entering into this Amendment to incorporate into the Agreement the Non-Voluntary Terms only as and to the extent imposed by the Order, subject to the reservation of rights and other provisions hereof.

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

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 Subject to Section 6.5 of this Amendment, to the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.
- 1.3 The term “UNE-P” refers to “unbundled network element platform” (“UNE Platform”) as described in the Order.

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. Hereby deleted by this Amendment are those provisions in the Agreement, if any, pertaining to an "interim" form of unbundled shared transport that arose from *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141, including Paragraph 55 of Appendix C of the Memorandum Opinion and Order, FCC 99-279 (rel. October 8, 1999), issued in that proceeding (such form is typically referred to as "Interim Shared Transport", "IST", and when provided with unbundled local switching, "ULS-IST").
 - 2.1.2. Solely to effectuate certain pricing changes contemplated by the Agreement and to do so in an amendment to be approved before the IURC, and for no other reason, the new rates and rate structure in Attachment A (which is incorporated herein) shall apply in accordance with the Order to the UNE combinations known as UNE-P and "ULS-ST" (the combination of unbundled local switching with unbundled shared transport), respectively. The ULS-ST rates in Attachment A apply whether ULS-ST is included as part of UNE-P or ordered without an unbundled loop. For purposes of Attachment A, "POTS" UNE-P/UNE Platform consists of an unbundled 2-wire analog loop, and an unbundled 2-wire basic line port with unbundled shared transport.
 - 2.1.3. The new rates and rate structures shall begin to apply as of March 28, 2002, in accordance with the Agreement and the Order.
 - 2.1.4. In Attachment A, the "Billing Inquiry Charge – Manual" is the charge for processing an inquiry by a telecommunications carrier concerning the ULS-ST bills it receives from Ameritech Indiana when manual intervention by an Ameritech Indiana representative is required for such processing. This charge applies only when, upon investigation, the carrier is found to be at fault. The charge is not applicable when, upon investigation, Ameritech Indiana is found to be at fault.
 - 2.1.5. Sections 2.1.2 through 2.1.4, inclusive, (including Attachment A) in this Amendment are the Non-Voluntary Terms.
 - 2.1.6. The non-recurring charges associated with UNE-P and ULS-ST shall continue to apply in addition to the applicable charges in Attachment A.

2.2 This Amendment is provided as a means by which the CLEC, which has an interconnection agreement with Ameritech under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the Order's Non-Voluntary Terms. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2.3 Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment (including Section 2.1.3), in no event shall this Amendment result in the retroactive application of any rate or rate structure to any date earlier than the actual date that the Agreement became effective between CLEC and Ameritech Indiana following IURC approval or, if absent such IURC approval, the date such Agreement is deemed approved by operation of law. By way of example only and without limiting the foregoing, if CLEC adopted the Agreement (including, as applicable, this Amendment and any other amendment) ("Adopting CLEC") pursuant to 47 U.S.C. § 252(i) after the tariff effective date of a particular rate change, that rate change would only apply prospectively beginning from the date that the Agreement (including, as applicable, this Amendment and any other amendment) became effective between the Adopting CLEC and Ameritech Indiana following the IURC's order approving the Adopting CLEC's Section 252(i) adoption or, if absent such IURC approval, 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.

2.4 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In addition to fully reserving its other rights, Ameritech Indiana reserves its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions in the Agreement and to adopt on a date specified by Ameritech

Indiana the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be ten (10) calendar days after the IURC approves this Amendment under Section 252(e) of the Act or, absent such IURC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.3 and 2.3 of this Amendment. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the IURC, 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 IURC; 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.

4. TERM OF AMENDMENT

- 4.1 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.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 5.1 The Parties acknowledge and agree that this Amendment is the result of the Order. The Parties further acknowledge and agree that because the Non-Voluntary Terms are being incorporated herein solely due to the Order and

constitute pricing and tariffing results, the Non-Voluntary Terms and legitimately related terms do not qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC's Memorandum Opinion and Order, CC Docket 98-141 (rel. October 8, 1999), or any other applicable MFN Merger Conditions and are not available in any state other than the State of Indiana. The parties further acknowledge and agree that this Amendment was therefore agreed upon outside of the negotiation procedures of 47 U.S.C. § 252(a)(1). (See SBC/Ameritech Order in CC Docket No. 98-141, FCC 99-279 at Condition 43, and Note 725). The parties further acknowledge that 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.

6. RESERVATIONS OF RIGHTS

- 6.1 Notwithstanding any other provision of the Agreement, the Non-Voluntary Terms are expressly conditional and are valid and binding only so long as no court or agency has ruled that the relevant provisions of the Order are unlawful, or has enjoined the effectiveness, application, or enforcement of those provisions. In any such event, the Non-Voluntary Terms automatically expire and are no longer available upon and to the extent of any such ruling or injunctive action. In the event of such an expiration, the rates so expired shall be automatically replaced by the corresponding tariff rates of Ameritech Indiana; provided, however, if there are no such tariff rates or such tariff rates are likewise affected by the ruling or injunctive action, then the rates in effect between the Parties immediately prior to this Amendment shall again apply. Such automatic replacement shall not require any further amendment to the Agreement, and shall be done without prejudice to any true-up under or retroactive application of such replacement rates.
- 6.2 On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 119 S Ct. 2016 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (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 became effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which became effective 120 days following publication of such Order in the Federal Register (May 17, 2000). On July 18, 2000, the United States Court of Appeals issued its opinion in *Iowa Util. Bd. v. FCC*, 219 F.3d 744 (8th Cir. 2000) cert. granted 121 S.Ct. 877-79 (2001). With this Amendment, neither Party waives any of its rights, remedies or arguments

with respect to such decisions, any remands thereof, or any federal or state proceedings related thereto, including its right to seek legal review or a stay of such decisions, or its rights under the Amendment.

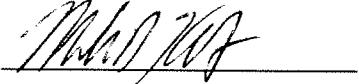
- 6.3 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.4 Notwithstanding this Amendment and without limiting Section 6.3, Ameritech Indiana (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order (including the Indiana-specific requirements regarding wholesale subject matters addressed therein). Ameritech Indiana (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.
- 6.5 Sections 6.1, 6.2, 6.3, and 6.4 are cumulative, and apply in accordance with their terms regardless of any change of law provision or any other provision in the Agreement or this Amendment.

7. **MISCELLANEOUS**

- 7.1 The Agreement, as amended hereby, shall remain in full force and effect until terminated pursuant to its terms. This Amendment does not extend the term of the Agreement. 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.
- 7.2 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 7.3 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.
- 7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date"; provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.3 and 2.3 of this Amendment.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

ICG Telecom Group, Inc.

By: 

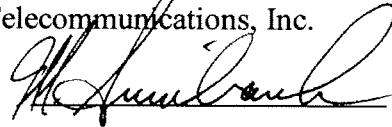
Printed: Michael D. Kallet

Title: EVP of Operations, CTO

Date: 9-4-02

Ameritech Indiana

By its Authorized Agent,
SBC Telecommunications, Inc.

By: 

Printed: Mike Auinbauh

Title: President – Industry Markets

Date: SEP 12 2002

ATTACHMENT "A"

UNE-P Elements	Non-Recurring Charge
POTS/ISDN BRI Port Feature Add/Change Translations Charge	\$0.41
POTS/ISDN BRI Migration (UNE Platform), per Migration	\$0.37
POTS/ISDN BRI Install (UNE Platform), per Install	\$0.41
POTS/ISDN BRI Disconnect (UNE Platform), per Disconnect	\$0.41

Description		Per minute-of-use or fraction thereof
ULS-ST Basic Analog Line Port, per Port, per Month or fraction thereof	\$2.9820000	
ULS-ST Switch Usage, for ULS-ST Basic Analog Line Port ²		\$0
ULS-ST Switch Usage ³		\$0.0008790
ULS-ST Blended Transport Usage		\$0.0008230
ULS-ST Common Transport Usage		\$0.0005130
ULS-ST Tandem Switching Usage		\$0.0002950
ULS-ST Reciprocal Compensation		\$0.0008360
ULS-ST SS7 Signaling Transport, Per Call	\$0.0002020	
ULS-ST Daily Usage Feed, Per Month	\$0.1070664	

Description	
Billing Inquiry Charge – Manual Per ¼ hour, or fraction thereof	Current Company Labor Rate ⁴

¹ "POTS" UNE-P/UNE Platform is defined in the amendment to which this Attachment A is a part.

² ULS-ST Basic Analog Line Port charge includes ULS-ST Switch Usage charges

³ Applies to all other ULS-ST Ports, excluding ULS-ST Basic Analog Line Port

⁴ Pursuant to March 28, 2002 IURC order in Cause No. 40611-S1, this charge will be applicable only after the third party OSS test is complete for Indiana.

AMENDMENT**to the****INTERCONNECTION AGREEMENT****by and between****INDIANA BELL TELEPHONE COMPANY INCORPORATED****AND****ICG TELECOM GROUP, INC.**

The Interconnection Agreement ("the Agreement") by and between Indiana Bell Telephone Company Incorporated ("Ameritech") and ICG Telecom Group, Inc. ("CLEC"), approved by the Commission is hereby amended as follows:

1.0 AMENDMENTS TO THE AGREEMENT

- 1.1 Add UNE Combining Appendix, which is attached here and incorporated herein.
- 1.2 Add Schedule-UNE Combinations for Indiana, which is attached hereto and incorporated herein.
- 2.0 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. The Parties further acknowledge that they have executed an amendment superseding certain compensation, interconnection and trunking terms ("Reciprocal Compensation Amendment"). Until the expiration of such Reciprocal Compensation Amendment, the Parties agreed not to exercise their intervening law rights for any

reciprocal compensation, point of interconnection or trunking requirements that are subject to the Reciprocal Compensation Amendment. By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Ameritech does not waive any of its rights that it may have at the time of or that arise after the expiration of the Reciprocal Compensation Amendment or as to any other rights it may have at any time under the rates, terms and conditions in this Agreement (other than the rates, terms and conditions set forth in the Reciprocal compensation Amendment), and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement

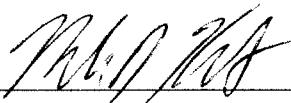
3.0 MISCELLANEOUS

- 3.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 3.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 3.3 This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2002, by Indiana Bell Telephone Company Incorporated, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

ICG Telecom Group, Inc.

By:



Title: EVP of operations

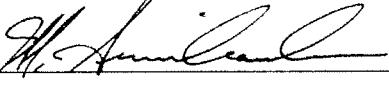
Name: Michael D. Kalle

(Print or Type)

Date: 12/18/02

**Indiana Bell Telephone Company
Incorporated, by SBC
Telecommunications, Inc., its
authorized agent**

By:



Title: ^{For/} President - Industry Markets

Name: Mike Aulinbauh

(Print or Type)

Date: 1-2-03

APPENDIX UNE COMBINING

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APPENDIX UNE COMBINING

1. INTRODUCTION

- 1.1 This Appendix, UNE Combining, sets forth the terms and conditions which govern the combining activities involving unbundled network elements (UNEs) to be performed by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). CLEC's shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with **SBC-13STATE**'s network.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 The terms and conditions contained in this Appendix shall supersede any conflicting terms and conditions contained within the CLEC's Interconnection Agreement. The CLEC's underlying contract must contain all the necessary UNEs to make any combination involving UNEs; there are no UNEs offered or otherwise provided for in this Appendix. Unless and until an amendment providing for any UNE not included in the Agreement is reached, a combination involved any such UNE cannot be ordered or implemented. This Appendix does not create, imply, or otherwise form the basis of any **SBC-13STATE** obligation to unbundle any network element or to engage in any negotiations under 47 U.S.C. §§ 251, 252 or otherwise.
- 1.4 Other than as expressly set forth in this Appendix, or as contained in the Agreement and which is not superseded per Section 1.3 of this Appendix, **SBC-13STATE** has no obligation to combine UNEs, or to combine a UNE with a network element possessed by CLEC.
- 1.5 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 **PACIFIC** -As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Except upon request of CLEC, **SBC-13STATE** shall not separate CLEC-requested UNEs that are currently combined. (47 CFR § 51.315(b)) **SBC-13STATE** is not prohibited from or otherwise limited in separating any UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other **SBC-13STATE** offering(s).
- 2.2 **SBC-13STATE** will not connect to or combine UNEs with any non-251(c)(3) or other **SBC-13STATE** offering with the exception of tariffed Collocation services.
- 2.3 UNEs may not be connected to or combined with **SBC-13STATE** access services or other **SBC-13STATE** tariffed service offerings with the exception of tariffed Collocation services where available. CLEC shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with **SBC-13STATE**'s network.

3. NEW COMBINATIONS INVOLVING UNEs

- 3.1 Subject to the provisions hereof and upon CLEC request, **SBC-13STATE** shall meet its combining obligations involving UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. ____, No. 00-511, 2002 WL 970643 (May 13, 2002) (“*Verizon Comm. Inc.*.”) and, to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other applicable law.
- 3.2 In the event that **SBC-13STATE** denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, **SBC-13STATE** shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, **SBC-13STATE** shall initiate a proceeding before the State commission for the State in which the combination is sought, to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.*, and the Agreement, including Section 3.1 of this Appendix.
- 3.3 In accordance with and subject to the provisions of this Section 3, including Section 3.3.2 and 3.5, the new UNE combinations set forth in the Schedule(s) – UNE Combinations attached and incorporated into this Appendix UNE shall be made available to CLEC as specified in the specific Schedule for a particular State.
 - 3.3.1 A “Pre-existing Combination” shall not be considered a new combination involving UNEs under this Section. A Pre-existing Combination includes all orders within the definition of “Contiguous Interconnection of Network Elements.”

3.3.1.1 “Contiguous Interconnection of Network Elements” means the situation when CLEC orders all the **SBC-13STATE** UNEs required either

- (1) to convert to a combinations of UNEs an **SBC-13STATE** End User customer, another carrier’s pre-existing End User customer served exclusively using UNEs, or CLEC’s or another carrier’s resale End User customer; or
- (2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance (“OS/DA”) calls from the End User customer to be served by that Pre-Existing Combination to CLEC’s OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, *e.g.*, call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by **SBC-13STATE**, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and also an xDSL service. (Section 3.3.1.1(2)(b) only applies to orders involving customized routing after customized routing has been established to CLEC’s OS/DA platform from the relevant **SBC-13STATE** local switch, including CLEC’s payment of all applicable charges to establish that routing.)

3.3.1.2 Reconfigurations of existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the FCC’s Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000), shall not be considered a new combination involving UNEs hereunder.

3.3.2 The parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as **SBC-13STATE** being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective

Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, **SBC-13STATE** is willing to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Appendix UNE, subject to the following:

- 3.3.2.1 Section 3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, **SBC-13STATE** from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by **SBC-13STATE**. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect **SBC-13STATE** from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.
- 3.3.2.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, **SBC-13STATE** shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 3.3.2.2 shall apply in accordance with its terms, regardless of any “change of law” or “intervening law” or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 3.3.2.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.
- 3.3.2.3 Without affecting the application of Section 3.3.2.2 (which shall apply in accordance with its provisions), upon notice by **SBC-13STATE**, the parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, and to eliminate any **SBC-13STATE** obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those

functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

- 3.3.3 For a new UNE combination listed on a Schedule – UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 3.3.4 For a new UNE combination listed on a Schedule – UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.
- 3.3.5 Upon notice by **SBC-13STATE**, the parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by **SBC-13STATE** in providing the new UNE combinations set forth in the Schedule(s) – UNE Combinations, which work is not covered by the charges applicable per Section 3.3.4. For any such work that is required to be done by **SBC13-STATE** under Section 3.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by **SBC13-STATE**, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 3.4 In accordance with and subject to the provisions of this Section 3, any request not included in Section 3.3 in which CLEC wants **SBC-13STATE** to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual combination), shall be made by CLEC in accordance with the bona fide request, special request, or equivalent process applicable under the Agreement (generically referred to in this Appendix as “BFR”).
 - 3.4.1 In any such BFR, CLEC must designate among other things the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any CLEC elements are to be connected, and how each connection

(e.g., cross-connected) is to be made between an **SBC-13STATE** UNE and the network element(s) possessed by CLEC.

- 3.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work that is required to be done by **SBC13-STATE** under Section 3.1. Such fee shall be calculated using the Time and Material charges as reflected in State-specific pricing. **SBC-13STATE**’s preliminary substantive response to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests **SBC-13STATE** to perform work not required by Section 3.1, CLEC shall be charged a market-based rate for any such work.
- 3.5 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 3 apply only in situations where each of the following is met:
 - 3.5.1 it is technically feasible, including that network reliability and security would not be impaired;
 - 3.5.2 **SBC-13STATE**’s ability to retain responsibility for the management, control, and performance of its network would not be impaired;
 - 3.5.3 **SBC-13STATE** would not be placed at a disadvantage in operating its own network;
 - 3.5.4 it would not impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with **SBC-13STATE**’s network; and
 - 3.5.5 CLEC is
 - 3.5.5.1 unable to make the combination itself; or
 - 3.5.5.2 is a new entrant and is unaware that it needs to combine certain UNEs to provide a telecommunications service, but such obligation under this Section 3.5.5 ceases if **SBC-13STATE** informs CLEC of such need to combine.
- 3.6 For purposes of Section 3.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation:
 - 3.6.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;

3.6.2 for **PACIFIC** only, within an Adjacent Location arrangement (if provided for in the Agreement).

3.7 Section 3.5.5 shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 3.5.5 with respect to any request for a combination involving UNEs.

3.8 Nothing in this Appendix or the Agreement shall impose any obligation on **SBC-13STATE** to provide UNEs, combinations of UNEs, or combinations of UNE(s) and CLEC's own elements beyond those obligations imposed by the Act, including the rules and orders of the FCC and *Verizon Comm. Inc.*, and to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other Applicable Law. The preceding includes without limitation the following:

3.8.1 The UNE combination known as an “enhanced extended loop” or “EEL” (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to CLEC to the extent that the EEL is used to provide a significant amount of local exchange service to a particular End User customer (this limitation is the same as the requirements set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000));

3.8.2 **SBC-13STATE** will not connect to or combine UNEs with any non-251(c)(3) or other **SBC-13STATE** offerings with the exception of tariffed Collocation services;

3.8.3 **SBC-13STATE** need not provide combinations involving network elements that do not constitute required UNEs, or where UNEs are not requested for permissible purposes.

4. RESERVATION OF RIGHTS

4.1 **SBC-13STATE**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on May 24, 2002, the United States District Court for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98 (collectively the "Orders"). By entering into this Agreement which makes available

certain UNEs, or any Amendment to this Agreement, neither Party waives any of its rights with respect to such Orders, including but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 The provisions of this Appendix are all legitimately related to each other and to the UNE rates, terms and conditions in the Agreement, and shall be subject to all other rates, terms and conditions contained in the Agreement which are legitimately related to this Appendix. Without limiting the general applicability of the foregoing, the following terms and conditions of the Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

SCHEDULE - UNE COMBINATIONS
(Indiana)

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port

Prem to Prem

2-Wire Analog Loop to 2-Wire Analog Loop (same wire center)
2-Wire Digital Loop to 2-Wire Digital Loop (same wire center)
4-Wire Analog Loop to 4-Wire Analog Loop (same wire center)
4-Wire Digital Loop to 4-Wire Digital Loop (same wire center)
2-Wire Analog Loop to 4-Wire Analog Loop (same wire center)
2-Wire Analog Loop to DS1 Dedicated Transport facilities to 2-Wire Analog Loop
2-Wire Digital Loop to DS1 Dedicated Transport facilities to 2-Wire Digital Loop
4-Wire Digital loop to DS1 Dedicated Transport facilities to 4-Wire Digital Loop
4-Wire Analog Loop to DS1 Dedicated Transport facilities to 4-Wire Analog Loop
4-Wire Digital Loop to OC3 Dedicated Transport facilities to 4-Wire Digital Loop
2-Wire Analog Loop to DS1 Dedicated Transport facilities to 4-Wire Analog Loop

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Analog Loop to Ocn UDT
4-Wire Analog Loop to OCn UDT

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a SBC INDIANA
AND
ICG TELECOM GROUP, INC.**

Indiana Bell Telephone Company Incorporated¹ d/b/a SBC Indiana, as the Incumbent Local Exchange Carrier in Indiana, (hereafter, "ILEC") and ICG Telecom Group, Inc. as [a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Indiana,] (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Indiana ("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 and Independent are also referred to as a "LEC."

1.0 Scope of Amendment

- 1.1 On or about May 9, 2003, ILEC made an offer to all telecommunications carriers in the state of Indiana (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 supersede 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 Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to LECs.

¹ Indiana Bell Telephone Company Incorporated ("Indiana Bell"), an Indiana corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Indiana Bell offers telecommunications services and operates under the names "SBC Indiana" and "SBC Ameritech Indiana", pursuant to assumed name filings with the State of Indiana. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

2.2.2 The Parties agree to compensate each other for such ISP-bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, according to the following rate schedule:

June 1, 2003 – June 14, 2003:	.0010 per minute
June 15, 2003 and thereafter:	.0007 per minute

2.2.3 Payment of Reciprocal Compensation will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Indiana ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its Indiana Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2003, LEC and ILEC agree that ISP-bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2003.

2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more Indiana LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such Indiana LATAs.

2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an Indiana LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Indiana LATA, and that any ISP-bound Traffic in other Indiana LATAs shall be Bill and Keep for the remaining term of this Agreement.

2.4.3 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound Traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and SBC Indiana will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

- 4.1 This Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 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.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 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.
- 4.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al.*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of

Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC-13STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-13STATE state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC-13STATE's right to exercise its option at any time to adopt on a date specified by SBC-13STATE the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

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 20th day of July, 2004, by SBC Indiana, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

ICG Telecom Group, Inc.

Signature: 

Name: Michael D. Karet

(Print or Type)

Title: EV Operations, CTO

(Print or Type)

Date: 6/30/04

FACILITIES-BASED OCN # 4261

ACNA 16

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

Signature: 

Name: Larry B. Cooper

(Print or Type)

Title: For/ President - Industry Markets

Date: JUL 20 2004

**IURC JANUARY 5, 2004 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This IURC January 5, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana¹ ("SBC Indiana") and Grande Communications Networks Inc. ("CLEC").

WHEREAS, SBC Indiana and CLEC are parties to an Interconnection Agreement which was previously submitted to the Indiana Utility Regulatory Commission's ("IURC") for approval, as may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the IURC issued an order ("Order") in Cause No. 42393, on January 5, 2004, setting forth in certain Indiana-specific prices and other requirements pertaining to unbundled network elements ("UNEs") that are included in the Agreement;

WHEREAS, provisions of the Agreement require the incorporation into the Agreement of new prices such as those established by the Order;

WHEREAS, based on the foregoing and except as may be otherwise expressly noted, the Parties are entering into this Amendment to incorporate pricing changes into the Agreement, subject to the reservation of rights and other provisions hereof.

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

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.
- 1.3 The term "UNE-P" refers to "Unbundled Network Element-Platform" as used in the Order.

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 Hereby deleted by this Amendment are those provisions in the Agreement, if any, pertaining to an "interim" form of unbundled shared transport that arose from *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141, including Paragraph 55 of Appendix C of the Memorandum Opinion and Order, FCC 99-279 (rel. October 8, 1999), issued in that proceeding (such form is typically referred to as "Interim Shared Transport", "IST", and when provided with unbundled local switching, "ULS-IST").
 - 2.1.2 Solely to conform the Agreement to effectuate certain pricing changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).

¹ Indiana Bell Telephone Company Incorporated ("Indiana Bell"), an Indiana corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Indiana Bell offers telecommunications services and operates under the names "SBC Indiana" and "SBC Ameritech Indiana", pursuant to assumed name filings with the State of Indiana. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

2.1.2.1 Nothing in this Amendment shall affect the application of termination liability charges and the like as a result of the reconfigurations, including, without limitation, those that may be applicable under Tariff FCC No. 2 (Interstate Access), Tariff IURC No. 20R, Part 21, Section 2 (Intrastate Access), and/or the telecommunications carrier's contract, as appropriate, including charges for early termination of special access arrangement. Further, nothing in this Amendment affects the continued application of the FCC's Supplemental Order Clarification (including conversion of special access service reconfigurations to EELs).

2.1.3 Subject to Section 2.3, the new rates and rate structures shall begin to apply prospectively, beginning on January 5, 2004.

2.1.3.1 CLEC understands and acknowledges that, as of January 5, 2004, SBC Indiana's billing systems are unable to accommodate some of the rate structures and billing ordered by the IURC in the Order for certain items, and that SBC Indiana is not able initially to render a bill for those certain affected items ("Affected Items") in the manner SBC Indiana intends to eventually. SBC Indiana may (and is planning) to adopt interim measures in order to render a bill to CLEC for some or all of the Affected Items in advance of system changes, and CLEC shall pay the charges for the Affected Items billed using such interim measures. Details regarding any interim measures will be made available via Accessible Letter(s). The inability or other failure by SBC Indiana to bill CLEC for any Affected Item(s) shall not in any event act as a waiver by SBC Indiana of its right to subsequently bill for any Affected Item(s) at the rates and rate structures included in this Amendment, or relieve CLEC of its obligation to pay those charges when rendered, on a retroactive basis and/or a prospective basis as provided in the Order. SBC Indiana may also notify CLEC via Accessible Letter when it is able to render a bill for an Affected Item(s). Upon implementation of the new rate structures and billing for the Affected Item(s), SBC Indiana shall bill, and CLEC shall pay the prices and charges established by the IURC for the Affected Item(s) on a retroactive and/or prospective basis as provided in the Order without need for any additional amendment (including regardless of any provisions applicable to billing, including time/timing limitations and/or restrictions and processes, that might be set forth in or otherwise applicable under or to the Agreement or such billing). SBC Indiana's provisioning of such orders for the Affected Item(s) is expressly subject to this Section 2.1.3.1 and in no way constitutes a waiver of SBC Indiana's right to bill, charge for and collect payment for all such Affected Item(s), as more specifically set forth above.

2.1.4 For CLEC to have a special access service reconfigured to a UNE combination and/or to order a new premises-to-premises UNE combination, the Agreement must contain all the UNEs needed for the particular UNE combination being sought, as well as provisions specifically addressing such special access-to-EEL reconfigurations or new UNE combinations, as the case may be. Until the Agreement contains those necessary provisions, no such reconfiguration and/or new UNE combinations can be ordered or otherwise implemented.

2.2 This Amendment is provided as a means by which the Parties, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under IURC orders. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2.3 Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment (including Section 2.1.3 hereof), in no event shall this Amendment result in the retroactive application of any rate or rate structure back to any date earlier than the most recent of the following: (i) the actual date that the Agreement became effective between CLEC and SBC Indiana following IURC approval or, if absent such IURC approval, the date such Agreement is deemed approved by operation of law, or (ii) January 5, 2004. By way of example only and without limiting the foregoing, if CLEC adopted the Agreement (including, as applicable, this Amendment and any other amendment) ("Adopting CLEC") pursuant to 47 U.S.C. § 252(i) after January 5, 2004, the rate changes implemented by this Amendment could only apply under that Agreement prospectively beginning from the date that Agreement (including, as applicable, this Amendment

and any other amendment) became effective between the Adopting CLEC and SBC Indiana following the IURC's order approving the Adopting CLEC's Section 252(i) adoption or, if absent such IURC approval, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change could not in any manner apply retroactively prior to the Section 252(i) Effective Date.

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be ten (10) calendar days after the IURC approves this Amendment under Section 252(e) of the Act or, absent such IURC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.3 and 2.3 of this Amendment. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the IURC, 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 IURC; 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.

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. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 5.1 The Parties acknowledge and agree that this Amendment is the result of IURC rate orders and solely addresses pricing. Accordingly, the Parties further acknowledge and agree that no aspect of this Amendment qualify for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties also 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.

6. RESERVATIONS OF RIGHTS

- 6.1 Notwithstanding any other provision of the Agreement, the rates added to the Agreement by this Amendment are expressly conditional and are valid and binding only so long as no court or agency has ruled that the relevant provisions of the relevant IURC's rate orders are unlawful, or has enjoined the effectiveness, application, or enforcement of those provisions. In any such event, such rates automatically expire and are no longer available upon and to the extent of any such ruling or injunctive action. In the event of such an expiration, the rates so expired shall be automatically replaced by the rates in effect between the Parties immediately prior to this Amendment shall again apply. Such automatic replacement shall not require any further amendment to the Agreement, and shall be done without prejudice to any true-up under or retroactive application of such replacement rates.
- 6.2 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al ("USTA") v. FCC*, 290 F.3d

415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC INDIANA 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 this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- 6.3 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any other IURC 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 other IURC 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.
- 6.4 Notwithstanding this Amendment and without limiting Section 6.3, SBC Indiana (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other IURC order (including the Indiana-specific requirements regarding wholesale subject matters addressed therein). SBC Indiana (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.
- 6.5 Sections 6.1, 6.2, 6.3, and 6.4 are cumulative, and apply in accordance with their terms regardless of any change of law provision or any other provision in the Agreement or this Amendment.

7. MISCELLANEOUS

- 7.1 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.
- 7.2 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

- 7.3 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.
- 7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date"; provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.3 and 2.3 of this Amendment.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Grande Communications Network, Inc.

By: Martha E. Smiley

Printed: Martha E. Smiley

Title: EVP

Date: 12/14/04

FACILITIES-BASED OCN # 2724

ACNA GHI

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

By: Kathy J. Wilkinson

Printed: Kathy J. Wilkinson

Title: *For/* Senior Vice President-Industry Markets
& Diversified Businesses

Date: 12-27-04

ATTACHMENT A

		Recurring		Non-Recurring	
INDIANA	SBC Generic Rates	USOC	Monthly	First	Additional
<u>UNBUNDLED NETWORK ELEMENTS</u>					
<u>Unbundled Loops</u>					
2-Wire Analog - Rural (Rate Class 1) /3/		U2HX1	\$ 11.50		See NRC prices below
2-Wire Analog - Suburban (Rate Class 2) /3/		U2HX2	\$ 12.50		See NRC prices below
2-Wire Analog - Metro (Rate Class 3) /3/		U2HX3	\$ 12.00		See NRC prices below
2-Wire Ground Start, DID/Reverse Battery - Rural (Rate Class 1)		U2WX1	\$ 9.57		See NRC prices below
2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)		U2WX2	\$ 8.90		See NRC prices below
2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)		U2WX3	\$ 8.84		See NRC prices below
2-Wire Ground Start, PBX - Rural (Rate Class 1) /3/		U2JX1	\$ 11.67		See NRC prices below
2-Wire Ground Start, PBX - Suburban (Rate Class 2) /3/		U2JX2	\$ 13.01		See NRC prices below
2-Wire Ground Start, PBX - Metro (Rate Class 3) /3/		U2JX3	\$ 12.63		See NRC prices below
2-Wire COPTS Coin - Rural (Rate Class 1) /3/		U2CX1	\$ 12.00		See NRC prices below
2-Wire COPTS Coin - Suburban (Rate Class 2) /3/		U2CX2	\$ 13.46		See NRC prices below
2-Wire COPTS Coin - Metro (Rate Class 3) /3/		U2CX3	\$ 13.07		See NRC prices below
2-Wire EKL - Rural (Rate Class 1) /3/		U2KX1	\$ 13.17		See NRC prices below
2-Wire EKL - Suburban (Rate Class 2) /3/		U2KX2	\$ 15.09		See NRC prices below
2-Wire EKL - Metro (Rate Class 3) /3/		U2KX3	\$ 14.66		See NRC prices below
Conditioning for dB Loss					
4-Wire Analog - Rural (Rate Class 1) /3/		U4HX1	\$ 27.28		See NRC prices below
4-Wire Analog - Suburban (Rate Class 2) /3/		U4HX2	\$ 31.49		See NRC prices below
4-Wire Analog - Metro (Rate Class 3) /3/		U4HX3	\$ 30.59		See NRC prices below
2-Wire Digital - Rural (Rate Class 1) /3/		U2OX1	\$ 16.00		See NRC prices below
2-Wire Digital - Suburban (Rate Class 2) /3/		U2OX2	\$ 19.48		See NRC prices below
2-Wire Digital - Metro (Rate Class 3) /3/		U2OX3	\$ 18.19		See NRC prices below
4-Wire Digital - Rural (Rate Class 1) /3/		4U1X1	\$ 37.04		See NRC prices below
4-Wire Digital - Suburban (Rate Class 2) /3/		4U1X2	\$ 39.35		See NRC prices below
4-Wire Digital - Metro (Rate Class 3) /3/		4U1X3	\$ 46.10		See NRC prices below
DS3 Loop - Rural (Rate Class 1) /3/		U4D31	\$ 469.53		See NRC prices below
DS3 Loop - Suburban (Rate Class 2) /3/		U4D32	\$ 447.20		See NRC prices below
DS3 Loop - Metro (Rate Class 3) /3/		U4D33	\$ 431.98		See NRC prices below
<u>DSL Capable Loops</u>					
<u>2-Wire xDSL Loop</u>					
PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLA1	\$ 9.33		See NRC prices below
PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLA2	\$ 10.45		See NRC prices below
PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLA3	\$ 9.84		See NRC prices below
PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLC1	\$ 9.33		See NRC prices below
PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLC2	\$ 10.45		See NRC prices below
PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLC3	\$ 9.84		See NRC prices below
PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLB1	\$ 9.33		See NRC prices below
PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLB2	\$ 10.45		See NRC prices below
PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLB3	\$ 9.84		See NRC prices below
PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLD1	\$ 9.33		See NRC prices below
PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLD2	\$ 10.45		See NRC prices below
PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLD3	\$ 9.84		See NRC prices below
PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		UWRA1	\$ 9.33		See NRC prices below
PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		UWRA2	\$ 10.45		See NRC prices below
PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		UWRA3	\$ 9.84		See NRC prices below
PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLF1	\$ 9.33		See NRC prices below
PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLF2	\$ 10.45		See NRC prices below
PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLF3	\$ 9.84		See NRC prices below
<u>4-Wire xDSL Loop</u>					
PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural /3/		4SL11	\$ 16.95		See NRC prices below
PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban /3/		4SL12	\$ 19.08		See NRC prices below
PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro /3/		4SL13	\$ 18.18		See NRC prices below

INDIANA			Recurring		Non-Recurring	
SBC Generic Rates		USOC	Monthly		First	Additional
<u>IDSL Capable Loop</u>						
	IDSL Loop Class 1 - Rural /3/	UY5F1	\$ 9.33		See NRC prices below	
	IDSL Loop Class 2 - Suburban /3/	UY5F2	\$ 10.45		See NRC prices below	
	IDSL Loop Class 3 - Metro /3/	UY5F3	\$ 9.84		See NRC prices below	
<u>Loop Non-Recurring Charges (Excluding DS3)</u>						
	Res/Bus Analog/2-W digital Loop, Initial Request, Install /3/	SEPUP	N/A	\$ 6.83	N/A	
	Res/BUS Analog/2-w digital Loop, Initial Request, Disconnect /3/	NR9OE		\$ 4.29		
	Res/BUS Analog/2-W digital Loop, Subsequent Request /3/	REAH9	N/A	\$ 6.83	N/A	
	Res/BUS Analog/2-W digital Loop, record Request /3/	NR9UP		\$ 6.43		
	Res/Bus Line Connection Standalone Line Connection Charge, Initial, Install /3/	SEPUC	N/A	\$ 22.48	N/A	
	Res/BUS Standalone Line Connection Charge, Initial, Disconnect /3/	NR9OG		\$ 7.42		
	Res/Bus Standalone Line Connection Charge, Additional, Install /3/	REAH5	N/A		\$ 15.55	
/I	Res/BUS Standalone Line Connection Charge, Additional, Disconnect /3/	PENDING			\$ 4.81	
/I	DS 1 Service Provisioning, Initial, Install /3/	PENDING		\$ 142.36		
/I	DS 1 Service Provisioning, Initial, Disconnect /3/	PENDING		\$ 20.51		
/I	DS 1 Service Provisioning, Additional, Install /3/	PENDING			\$ 96.33	
/I	DSI Service Provisioning, Additional, Disconnect /3/	PENDING			\$ 16.25	
	DS1 Loop, Administrative Activity, Install /3/	NR9OR		\$ 10.65		
	DS1 Loop, Administrative Activity, Disconnect /3/	NR9OT		\$ 4.86		
<u>DS3 Loop Non-Recurring Charges</u>						
	DS3 Loop, Administrative Activity, Install /3/	NR9OY	N/A	\$ 10.65	N/A	
	Design & Central Office	NR9O1	N/A	\$ 525.79	N/A	
	Customer Connection	NR9O3	N/A	\$ 187.37	N/A	
/I	DS3 Service Provisioning, Initial, Install /3/	PENDING		\$ 151.68		
/I	DS3 Service Provisioning, Initial, Disconnect /3/	PENDING		\$ 20.89		
/I	DS3 Service Provisioning, Additional, Install /3/	PENDING			\$ 70.41	
/I	DS3 Service Provisioning, Additional, Disconnect /3/	PENDING			\$ 16.63	
	DS3 Loop, Administrative Activity, Disconnect /3/	NR9OZ		\$ 4.86		
<u>Enhanced Extended Loop (EEL) Service Order per LSR</u>						
/I	Electronic, Analog/2-Wire Digital Loop, Establishment Request, Install /3/	PENDING		\$ 6.89		
/I	Electronic, Analog/2-Wire Digital Loop, Establishment Request, Disconnect /3/	PENDING		\$ 4.20		
/I	Electronic, Analog/2-Wire Digital Loop, Subsequent Order /3/	PENDING			\$ 6.14	
/I	Manual, Analog/2-Wire Digital Loop, Establishment Request, Install /3/	PENDING		\$ 51.78		
/I	Manual, Analog/2-Wire Digital Loop, Establishment Request, Disconnect /3/	PENDING		\$ 34.80		
/I	Manual, Analog/2-Wire Digital Loop, Subsequent Order /3/	PENDING			\$ 48.55	
/I	Electronic, DS1 Loop, Establishment Request, Install /3/	PENDING		\$ 11.39		
/I	Electronic, DS1 Loop, Establishment Request, Disconnect /3/	PENDING		\$ 6.00		
/I	Electronic, DS1 Loop, Subsequent Order /3/	PENDING			\$ 6.14	
/I	Manual, DS1 Loop, Establishment Request, Install /3/	PENDING		\$ 57.23		
/I	Manual, DS1 Loop, Establishment Request, Disconnect /3/	PENDING		\$ 34.80		
/I	Manual, DS1 Loop, Subsequent Order /3/	PENDING			\$ 48.55	
/I	Electronic, DS1 or DS3 Transport, Establishment ReQuest, Install /3/	PENDING		\$ 12.63		
/I	Electronic, DS1 or DS3 Transport, Establishment Request, Disconnect /3/	PENDING		\$ 6.69		
/I	Manual, DS1 or DS3 Transport, Establishment ReQuest, Install /3/	PENDING		\$ 60.35		
/I	Manual, DS1 or DS3 Transport, Establishment Request, Disconnect /3/	PENDING		\$ 35.48		
/I	Electronic, Non-channelized DS 1 EEL, Establishment Request, Install /3/	PENDING		\$ 11.39		
/I	Electronic, Non-channelized DS 1 EEL, Establishment Request, Disconnect /3/	PENDING		\$ 6.00		
/I	Manual, Non-channelized DS 1 EEL, Establishment ReQuest, Install /3/	PENDING		\$ 57.23		
/I	Manual, Non-channelized DS 1 EEL, Establishment Request, Disconnect /3/	PENDING		\$ 34.80		
/I	Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING		\$ 12.63		
/I	Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING		\$ 6.69		
/I	Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING		\$ 60.35		
/I	Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING		\$ 35.48		
<u>Enhanced Extended Loop (EEL) New Combination per Element</u>						
/I	2Wire Analog Loop Connection, Initial, Install /3/	PENDING		\$ 91.87		
/I	2-Wire Analog Loop Connection, Initial, Disconnect /3/	PENDING		\$ 15.48		
/I	2-Wire Analog Loop Connection, Additional, Install /3/	PENDING		\$ 66.36		

INDIANA			Recurring	Non-Recurring
SBC Generic Rates	USOC	Monthly		First Additional
/I/ 2-Wire Analog Loop Connection, Additional, Disconnect /3/	PENDING			\$ 10.55
/I/ 4-Wire Analog Loop Connection, Initial, Install /3/	PENDING		\$ 93.41	
/I/ 4-Wire Analog Loop Connection, Initial, Disconnect /3/	PENDING		\$ 17.04	
/I/ 4-Wire Analog Loop Connection, Additional, Install /3/	PENDING			\$ 67.89
/I/ 4-Wire Analog Loop Connection, Additional, Disconnect /3/	PENDING			\$ 12.11
/I/ 2-Wire Digital Loop Connection, Initial, Install /3/	PENDING		\$ 100.08	
/I/ 2-Wire Digital Loop Connection, Initial, Disconnect /3/	PENDING		\$ 14.98	
/I/ 2-Wire Digital Loop Connection, Additional, Install /3/	PENDING			\$ 66.20
/I/ 2-Wire Digital Loop Connection, Additional, Disconnect /3/	PENDING			\$ 10.05
/I/ 4-Wire Digital Loop Connection, Initial, Install /3/	PENDING		\$ 149.73	
/I/ 4-Wire Digital Loop Connection, Initial, Disconnect /3/	PENDING		\$ 24.23	
/I/ 4-Wire Digital Loop Connection, Additional, Install /3/	PENDING			\$ 101.19
/I/ 4-Wire Digital Loop Connection, Additional, Disconnect /3/	PENDING			\$ 19.77
/I/ CO Multiplexing, DS I to Voice, Initial, Install /3/	PENDING		\$ 89.92	
/I/ CO Multiplexing, DS1 to Voice, Initial, Disconnect /3/	PENDING		\$ 20.58	
/I/ CO Multiplexing, DS1 to Voice, Additional, Install /3/	PENDING			\$ 47.86
/I/ CO Multiplexing, DS1 to Voice, Additional, Disconnect /3/	PENDING			\$ 15.71
/I/ DS 1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING		\$ 148.01	
/I/ DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	PENDING		\$ 42.37	
/I/ DS 1 Interoffice Dedicated TranspOrt Collocated, Additional, Install /3/	PENDING			\$ 104.44
/I/ DS 1 Interoffice Dedicated Transport Collocated, Additional, Diconnect /3/	PENDING			\$ 34.03
/I/ DS1 Dedicated Transport Non-collocated, Initial, Install /3/	PENDING		\$ 197.77	
/I/ DS1 Dedicated Transport Non-collocated, Initial, Disconnect /3/	PENDING		\$ 42.37	
/I/ DS1 Dedicated Transport Non-collocated, Additional, Install /3/	PENDING			\$ 128.18
/I/ DS1 Dedicated Transport Non-collocated, Additional, Disconnect /3/	PENDING			\$ 34.03
/I/ 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING		\$ 199.34	
/I/ 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, disconnect /3/	PENDING		\$ 42.37	
/I/ 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Add'l, install /3/	PENDING			\$ 128.38
/I/ 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, collocated, Addtl, disconnect /3/	PENDING			\$ 34.03
/I/ 4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, install /3/	PENDING		\$ 251.22	
/I/ 4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, disconnect /3/	PENDING		\$ 42.37	
/I/ 4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, additional, install /3/	PENDING			\$ 162.29
/I/ 4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, additional, Disconnect /3/	PENDING			\$ 34.03
/I/ DS3 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING		\$ 158.40	
/I/ DS3 Interoffice Dedicated TranspOrt Collocated, Initial, Disconnect /3/	PENDING		\$ 42.37	
/I/ DS3 Interoffice Dedicated Transport Collocated, Additional, Install /3/	PENDING			\$ 82.93
/I/ DS3 Interoffice Dedicated Transport Collocated, Additional, disconnect /3/	PENDING			\$ 34.03
/I/ DS3 Dedicated Transport Non-collocated, Initial, Install /3/	PENDING		\$ 214.23	
/I/ DS3 Dedicated Transport Non--collocated, Initial, Disconnect /3/	PENDING		\$ 42.37	
/I/ DS3 Dedicated Transport Non-collocated, Additional, Install /3/	PENDING			\$ 105.03
/I/ DS3 Dedicated Transport Non-collocated, Additional, Disconnect /3/	PENDING			\$ 34.03
/I/ Clear Channel Capability, Initial, Install /3/	PENDING		\$ 89.46	
/I/ Clear Channel Capability, Additional, Install /3/	PENDING			\$ 24.26
Special Access to Une Conversion per Activity				
/I/ Channelized Facility from Cage, DS1 , Design and Coordination Charge /3/	PENDING		\$ 83.69	
/I/ Channelized Facilit from Cage, DS1, Demarcation Re-Tag Charge /3/	PENDING			N/A
/I/ Channelized Facility from Cage, DS3, Design and Coordination Charge /3/	PENDING		\$ 66.64	
/I/ Channelized Facilit from Cage, DS3, Demarcation Re- Tag Charge /3/	PENDING			N/A
/I/ Non-Channelized Facility from Cage, DSO, Design and Coordination Charge /3/	PENDING		\$ 7.73	
/I/ Non-Channelized Facility from Cage, DSO, Demarcation Re-Tag Charge /3/	PENDING			N/A
/I/ Non-Channelized Facility from Cage, DS1, Design and Coordination Charge /3/	PENDING		\$ 7.73	
/I/ Non-Channelized Facility from Cage, DS1, Demarcation Re-Tag charge /3/	PENDING			N/A
/I/ Non-Channelized Facility from Cage, DS3, Design and Coordination charge /3/	PENDING		\$ 7.73	
/I/ Non-Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A
/I/ Channelized Facility from POP, DS1, Design and Coordination charge /3/	PENDING		\$ 83.69	
/I/ Channelized Facility from POP, DS1, Demarcation Re-Tag Charge /3/	PENDING			N/A
/I/ Channelized Facility from POP, DS3, Design and Coordination Charge /3/	PENDING		\$ 66.64	
/I/ Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A
/I/ Non-Channelized Facility from POP, DSO, Design and Coordination Charge /3/	PENDING		\$ 7.73	
/I/ Non-Channelized Facility from POP, DSO, Demarcation Re- Tag Charge /3/	PENDING			N/A

INDIANA			Recurring		Non-Recurring	
SBC Generic Rates		USOC	Monthly		First	Additional
/I/	Non-Channelized Facility from POP, DS1, Design and Coordination Charge /3/	PENDING			\$ 7.73	
/I/	Non-Channelized Facility from POP, DS1, Demarcation Re- Tag charge /3/	PENDING			N/A	
/I/	Non-Channelized Facility from POP, DS3, Design and Coordination Charge /3/	PENDING			\$ 7.73	
/I/	Non-Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A	
Special Access to UNE Convesions Per Circuit						
/I/	Project Administrative Activity /3/	PENDING			\$ 21.23	
<u>Unbundled Local Switching with Shared Transport (ULS-ST)</u>						
ULS Usage (for ULS-ST)						
	Basic Analog Line Port /2/	USAGE	\$ 0.00			
	All other ULS-ST Ports /2/	USAGE	\$ 0.000879	per MOU	NA	NA
	ULS-ST Blended Transport MOU /2/	USAGE	\$ 0.000823	per MOU	NA	NA
	ULS-ST Intercarrier Compensation MOU /2/	USAGE	\$ 0.000836	per MOU	NA	NA
	ULS-ST Common Transport MOU /2/	USAGE	\$ 0.000513	per MOU	NA	NA
	ULS-ST Tandem Switching MOU /2/	USAGE	\$ 0.000295	per MOU	NA	NA
	ULS-ST SS7 Signaling Transport /2/	USAGE	\$ 0.000202	per Call	N/A	NA
ULS-ST Daily Usage Feed /2/		USAGE	\$ 0.107064	per Port	NA	NA
			T&M			
	ULS-ST Billing Inquiry Charge - (to be assessed when CLEC billing disputes are denied and only after 3rd party OSS test is complete for Indiana)/1/	TBD	Current Company Labor Rate	Current Company Labor Rate		
Miscellaneous Recurring Items						
ULS Billing Establishment and Trunk Order Development						
	Per CLEC Establishment within SBC Midwest /3/	NHCCQ			\$ 2,167.31	
ULS-ST						
	Basic Line Port - Residence only Port	PENDING	\$ 2.98		\$ 44.01	\$ 44.01
	Basic Line Port - Business only Port	PENDING	2.98		\$ 44.01	\$ 44.01
<u>Custom Routing</u>						
	Custom Routing, via LCC - New LCC, per LCC, per switch, Install /3/	UROPW	ICB		\$ 227.41	\$ 227.41
/I/	Custom Routing, via LCC - New Network Routing, per route, per switch, Install /3/	PENDING			\$ 30.97	\$ 30.97
/I/	Custom Routing, via LCC - New Network Routing, per route, per switch, Disconnect /3/	PENDING			\$ 30.97	\$ 30.97
/I/	Custom Routing, via AIN, of Os/DA per route, per switch, Install /3/	PENDING	ICB		\$ 92.96	\$ 92.96
/I/	Custom Routing, via AIN, of OS / DA per route, per switch, Disconnect /3/	PENDING			\$ 92.96	\$ 92.96
<u>Unbundled Local Switching (ULS)</u>						
	ULS Switching Usage, per Originating or Terminating MOU (statewide)	N/A	\$ 0.003444	MOU	N/A	NA
	ULS Daily Usage Feed (DUF), per message	N/A	\$ 0.000790	Per Message		
	Billing Establishment, per CLEC, per switch	NR9UJ			\$ -	\$ -
/I/	Service Coordination Fee, per CLEC bill, per switch appearance /3/	UFEPW	\$ -		N/A	NA
<u>ULS Unbundled Local Switching Ports</u>						
/I/	Basic Line Port	PENDING	\$ 5.34		\$ 44.01	\$ 44.01
/I/	Ground Start Port	PENDING	\$ 5.77		\$ 44.01	\$ 44.01
/I/	DID Trunk Port	PENDING	\$ 10.69		\$ 44.01	\$ 44.01
/I/	- add/arrange	PENDING			\$ 24.81	\$ 24.81
/I/	ISDN - Direct Port	PENDING	\$ 27.54		\$ 44.01	\$ 44.01
/I/	ISDN Prime Trunk Port	PENDING	\$ 122.03		\$ 662.01	\$ 662.01
/I/	- add/arrange	PENDING			\$ 24.81	\$ 24.81
/I/	Digital Trunking Trunk Port	PENDING	\$ 86.13		\$ 662.01	\$ 662.01
/I/	ULS Trunk Port	PENDING	\$ 77.39		\$ 662.01	\$ 662.01
/I/	Centrex Basic Line Port	PENDING	\$ 9.61		\$ 44.01	\$ 44.01
/I/	Centrex ISDN Line Port	PENDING	\$ 45.03		\$ 44.01	\$ 44.01
/I/	Centrex EKL LIINE Port	PENDING	\$ 28.09		\$ 44.01	\$ 44.01
/I/	Centrex Attendant Console Line Port, Per Port	PENDING	\$ 88.62		\$ 88.00	\$ 88.00
	ISDN - Direct Port - National (BRI) - per telephone number	UZN	\$ 0.01			

INDIANA			Recurring	Non-Recurring	
SBC Generic Rates	USOC	Monthly		First	Additional
ISDN - Direct Port - Custom (BRI) - per telephone number	UZN	\$ 0.01			
ISDN Prime Trunk Port National Add/Rearrange Channels per Port, Initial /3/	REAKB			\$ 20.65	
/1/ ISDN Prime Trunk Port National Add/Rearrange Channels per Port, Additional /3/	PENDING				\$ 2.83
ISDN Prime Trunk Port Custom Add/Rearrange Channels per Port, Initial /3/	REAKB			\$ 20.65	
/1/ ISDN Prime Trunk Port Custom Add/Rearrange Channels per Port, Additional /3/	PENDING				\$ 2.83
<u>UNE-P Port Charge</u>					
Basic Line Port- RES /3/	UJR	\$ 2.98		\$ 0.58	\$ 0.58
Basic Line Port- BUS /3/	UPC	\$ 2.98		\$ 0.58	\$ 0.58
/1/ Basic Line Port, Disconnect per Port, Disconnect /3/	PENDING			\$ 0.18	\$ 0.18
Analog Line Port-PBX 2W /3/	UVL	\$ 5.34		\$ 0.58	\$ 0.58
Analog Line Port-PBX 1W In /3/	U1L	\$ 5.34		\$ 0.58	\$ 0.58
Analog Line Port-PBX 1W Out /3/	UOL	\$ 5.34		\$ 0.58	\$ 0.58
Ground Start Port-PBX 2W Install per port, Install /3/	UPZ	\$ 5.77		\$ 0.58	\$ 0.58
Ground Start Line Port, Disconnect rer Port, Disconnect /3/	NR9FP			\$ 0.18	\$ 0.18
Ground Start Port-PBX 1W In /3/	U1Z	\$ 5.77		\$ 0.58	\$ 0.58
Ground Start Port-PBX 1W Out /3/	UOZ	\$ 5.77		\$ 0.58	\$ 0.58
DID Trunk Port per Port Channel, Initial, Install /3/	UPR	\$ 10.69		\$ 77.42	N/A
DID Trunk Port - Add / Rearrange each Termination /3/	REAJG	N/A		\$ 20.65	N/A
DID Trunk Port per Port Channel, Initial, Disconnect /3/	NR9FR				\$ 36.11
/1/ DID Trunk Port per Port Channel, Additional, Install /3/	PENDING				\$ 5.43
/1/ DID Trunk Port per Port Channel, Additional, Disconnect /3/	PENDING				\$ 2.83
/1/ DID Trunk Port Add/Rearrange per Termination, Additional	PENDING				\$ 2.83
ISDN Direct Port Install per Port, Install /3/	U2P	\$ 27.54		\$ 7.89	\$ 7.89
ISDN Direct Port, Disconnect per Port, Disconnect /3/	NR9FQ			\$ 7.89	\$ 7.89
ISDN BRI Port - Custom /3/	U25	\$ 27.54		\$ 7.89	\$ 7.89
Centrex Basic Line Port install per port, Install /3/	U3XAA-CA	\$ 9.61		\$ 0.58	\$ 0.58
Centrex Basic Line Port install per port, Install /3/	U3XAB-CB	\$ 9.61		\$ 0.58	\$ 0.58
Centrex Basic Line Port install per port, Install /3/	U3XAD-CD	\$ 9.61		\$ 0.58	\$ 0.58
Centrex Basic Line Port install per port, Install /3/	U3XAE-CE	\$ 9.61		\$ 0.58	\$ 0.58
Centrex Basic Line Port, Disconnect per Port, Disconnect /3/	NR9F9			\$ 0.18	\$ 0.18
/1/ Centrex ISDN BRI Port - National	PENDING	\$ 45.03		\$ 7.89	\$ 7.89
/1/ Centrex ISDN Line Port - Custom	PENDING	\$ 45.03		\$ 7.89	\$ 7.89
Centrex ISDN Line Port, Disconnect Per Port, Disconnect /3/	NR9VT			\$ 7.89	\$ 7.89
Centrex EKL Line Port Install per Port, Install /3/	U3XAC-CC	\$ 28.09		\$ 4.02	\$ 4.02
Centrex EKL Line Port Disconnect per Port, Disconnect /3/	NR9VU			\$ 3.81	\$ 3.81
Centrex Attendant Console Line Port Install, per Port Install /3/	U6A	\$ 88.62		\$ 1.75	\$ 1.75
Centrex Attendant Console Line Port Disconnect, per Port, Disconnect /3/	NR9VW			\$ 0.55	\$ 0.55
ISDN Prime Trunk Port National, Install per Port, Install /3/	UZOZD			\$ 149.64	\$ 149.64
ISDN Prime Trunk Port Custom, Install per Port, Install /3/	UZPZD			\$ 149.64	\$ 149.64
ISDN Prime Trunk Port, Disconnect per Port, Disconnect /3/	NR9FU			\$ 67.06	\$ 67.06
Digital Trunking Trunk Port, Install per Port, Install /3/	U9Z			\$ 77.42	\$ 77.42
Digital Trunking Trunk Port, Disconnect per Port, Disconnect /3/	NR9FY			\$ 36.11	\$ 36.11
ULS Trunk Port, Install per Port, Install /3/	UROPT			\$ 77.42	\$ 77.42
ULS Trunk Port, Disconnect per Port, Disconnect /3/	NR9FZ			\$ 36.11	\$ 36.11
<u>ULS and ULS-ST Port Non-Recurring Charges</u>					
Service Order - Line Port, per occasion /1/	NR9UU	NA		\$ 14.14	NA
/1/ Service Order - Subsequent - Basic, /3/	PENDING	NA		\$ 1.49	\$ 1.49
/1/ Service Order - Subsequent - Complex /3/	PENDING			\$ 55.83	\$ 55.83
/1/ Service Order - Subsequent - ULS Trunk Port /3/	PENDING			\$ 55.83	\$ 55.83
Service Order - Trunk Port, per occasion	NR9UG	NA		\$ 324.65	NA
/1/ Service Order - Record Order, per occasion, Basic Port /3/	PENDING	NA		\$ 10.86	\$ 10.86
/1/ Service Order - Record Order, per occasion, Complex Port /3/	PENDING	NA		\$ 10.86	\$ 10.86
/1/ Service Order - Record Order, per occasion, ULS Trunk Port /3/	PENDING	NA		\$ 10.86	\$ 10.86
Port Conversion per Change /3/	REAKD	NA		\$ 0.41	\$ 0.41
<u>Unbundled Port Features (ULS & UNE P)</u>					
Basic Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$ 0.30	
/1/ Basic Port Feature Add/Change Translation Charge Connect - Additional	PENDING				\$ 0.30

INDIANA			Recurring	Non-Recurring	
SBC Generic Rates	USOC	Monthly		First	Additional
/M Basic Port Feature Add/Change Translation Charge Disconnect - Initial /3/	PENDING			\$ 0.30	
/M Basic Port Feature Add/Change Translation Charge Disconnect - Additional	PENDING				\$ 0.30
/M Ground Start I PBX Port Feature Add/Change Translation Charge connect - Initial /3/	PENDING			\$ 0.30	
/M Ground Start I PBX Port Feature Add/Change Translation Charge connect - Additional	PENDING				\$ 0.30
/M Ground Start I PBX Port Feature Add/Change Translation Charge, disconnect-Initial /3/	PENDING			\$ 0.30	
/M Ground Start 1PBX Port Feature Add/Change Translation Charge, disconnect-Addititonal	PENDING				\$ 0.30
/M ISDN Direct Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$ 0.62	
/M ISDN Direct Port Feature Add/Change Translation Charge Connect - Additional	PENDING				\$ 0.62
/M ISDN Direct Port Feature Add/Change Translation Charge, Disconnect Initial /3/	PENDING			\$ 0.62	
/M ISDN Direct Port Feature Add/Change Translation Charge, Disconnect Additional	PENDING				\$ 0.62
/M ISDN Prime Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$ 21.77	
/M ISDN Prime Port Feature Add/Change Translation Charge Connect - Additional	PENDING				\$ 21.77
/M ISDN Prime Port Feature Add/Change Translation Charge Disconnect - Initial /3/	PENDING			\$ 21.77	
/M ISDN Prime Port Feature Add/Change Translation Charge Disconnect - Additional	PENDING				\$ 21.77
/M Digital Trunking Port Feature Add/Change Translation Charge connect - Initial /3/	PENDING			\$ 15.51	
/M Digital Trunking Port Feature Add/Change Translation Charge connect - Additional	PENDING				\$ 15.51
/M Digital Trunking Port Feature Add/Change Translation Charge, disconnect - Initial /3/	PENDING			\$ 15.51	
/M Digital Trunking Port Feature Add/Change Translation Charge, disconnect - Additional	PENDING				\$ 15.51
/M DS1/ ULS Trunk Port Feature Add/Change Translation Charge Connect /3/	PENDING			\$ 15.51	\$ 15.51
/M DS1/ ULS Trunk Port Feature Add/Change Translation Charge disconnect /3/	PENDING			\$ 15.51	\$ 15.51
<u>Unbundled Loops per Loop (XPU)</u>					
New UNE-P Line Connection Charge, Initial, Install /3/	SEPUC			\$ 14.34	
/M New UNE-P Line Connection Charge, Additional, Install /3/	PENDING				\$ 8.77
New UNE-P Line Connection Charge, Initial, Disconnect /3/	NR90G			\$ 4.25	
/M New UNE-P Line Connection Charge, Additional, Disconnect /3/	PENDING				\$ 2.68
DS I Service Provisioning, Initial, Install /3/	NR90U			\$ 142.36	\$ 142.36
DS 1 Service Provisioning, Initial, Disconnect /3/	NR90V			\$ 20.51	\$ 20.51
<u>UNE Platform Migration Charges</u>					
Manual UNE-POTS, Install /3/	NHCMQ			\$ 24.21	\$ 24.21
/M Manual UNE-P POTS, Disconnect /3/	PENDING			\$ 11.92	\$ 11.92
/M Manual UNE-P non-POTS, Install /3/	PENDING			\$ 35.76	\$ 35.76
/M Manual UNE-P non-POTS, Disconnect /3/	PENDING			\$ 15.98	\$ 15.98
/M Electronic UNE-P POTS, Install /3/	PENDING			\$ 1.59	\$ 1.59
Electronic UNE-P POTS, Disconnect /3/	NRMGQ			\$ 0.72	\$ 0.72
/M Electronic UNE-P non-POTS, Install /3/	PENDING			\$ 4.12	\$ 4.12
/M Electronic UNE-P non-POTS, Disconnect /3/	PENDING			\$ 1.89	\$ 1.89
POTS/ ISDN-BRI Migration Charge	NRMGO	N/A		\$ 1.59	\$ 1.59
<u>UNE - P Service Order Charge (New Combination)</u>					
/M Manual UNE-P POTS, Install /3/	PENDING			\$ 28.45	
/M Manual UNE-P POTS, Disconnect /3/	PENDING			\$ 11.92	
/M Manual UNE-P non-POTS, Install /3/	PENDING			\$ 65.55	
/M Manual Non-POTS -Disconnect /3/	PENDING			\$ 15.98	
/M Electronic POTS, Install /3/	NRMGP			\$ 2.48	
Electronic UNE-P POTS, Disconnect /3/	NRMGQ			\$ 0.72	
/M Electronic UNE-P non-POTS, Install /3/	PENDING			\$ 6.85	
/M Electronic UNE-P non-POTS, Disconnect /3/	PENDING			\$ 1.89	
<u>Subsequent, suspend or Restore, and Record UNE-P Service orders per LSR</u>					
Basic Line Port, subsequent Request, suspend or Restoral Only /3/	NR9UV			\$ 0.79	
/M Basic Line Port, subsequent Request, Miscellaneous change /3/	PENDING			\$ 0.63	
Basic Line Port, Record Request /3/	NR9F6			\$ 5.09	
Complex Line Port, Record Request /3/	NR9F7			\$ 21.10	
Trunk Port, Record Request /3/	NR9F8			\$ 21.10	
<u>Unbundled Switch Port - Vertical Features</u>					
Analog Line Port Features (per feature per port):					
Call Waiting		\$ -		NA	
Call Forwarding Variable		\$ -		NA	

INDIANA			Recurring	Non-Recurring	
SBC Generic Rates		USOC	Monthly	First	Additional
	Call Forwarding Busy Line		\$ -	NA	
	Call Forwarding Don't Answer		\$ -	NA	
	Three-Way Calling		\$ -	NA	
	Speed Calling - 8		\$ -	NA	
	Speed Calling - 30		\$ -	NA	
	Auto Callback/Auto Redial		\$ -	NA	
	Distinctive Ring/Priority Call		\$ -	NA	
	Selective Call Rejection/Call Blocker		\$ -	NA	
	Auto Recall/Call Return		\$ -	NA	
	Selective Call Forwarding		\$ -	NA	
	Calling Number Delivery		\$ -	NA	
	Calling Name Delivery		\$ -	NA	
	Calling Number/Name Blocking		\$ -	NA	
Analog Trunk Port Features (per feature per port)					
	DID #s - per telephone number	UDM	\$ 0.01	NA	
	DID #S - per telephone number - ISDN	UZN	\$ 0.01	NA	
Unbundled Centrex System Options					
	Centrex system Features change or Rearrangement, per feature, per occasion - Analog only system /3/	REAJY	NA	\$ 46.49	\$ 46.49
	Centrex system Features Change or Rearrangement, per feature, per occasion -Analog/ISDN BRI mixed	REAJY	NA	\$ 46.49	\$ 46.49
	Centrex System Features Change or Rearrangement, per feature, per occasion - ISDN BRI only system	REAJY	NA	\$ 46.49	\$ 46.49
Analog Line Port (ALP) Features for Unbundled Centrex					
	Centrex System Feature Activation, per feature, per occasion, Install /3/	NR9UE	\$ -	\$ 46.49	\$ 46.49
/1	Centrex System Feature Activation, per feature, per occasion, Disconnect /3/	PENDING		\$ 46.49	\$ 46.49
System Features (per Centrex Common Block):					
	Centrex Common Block Establishment, per Common Block, Install /3/	SEPUS		\$ 108.43	\$ 108.43
/1	Centrex Common Block Establishment, per Common Block, Disconnect/3/	PENDING		\$ 77.45	\$ 77.45
/1	Pursuant to March 28, 2002 IURC order in Cause No. 40611-S1, this charge will be applicable only after the third party OSS test is complete for Indiana.				
/2	Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to SBC Indiana reservation of rights pertaining to that order and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.				
/3	Rates are the result of 1/5/04 IURC order in Indiana Cause 42393. Rates are subject to each party's reservation of rights pertaining to that order, and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.				
/1	As of January 5, 2003, SBC Indiana's billing systems are unable to bill this rate/rate structure in the manner SBC Indiana intends to eventually. SBC Indiana may adopt interim measures in order to render a bill to CLEC for applicable charges in advance of system changes. Details of any interim measures will be made available via Accessible Letter.				
	Please contact your SBC Indiana local wholesale account manager with questions.				

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
ICG TELECOM GROUP, INC.**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana¹ ("AT&T") and ICG Telecom Group, 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 Indiana.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated May 8, 2002 (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.

¹ Indiana Bell Telephone Company Incorporated (previously referred to as "Indiana Bell" and "SBC Indiana"), now operates under the name "AT&T Indiana".

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 AT&T 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 20th day of March, 2006, by Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

ICG Telecom Group, Inc.

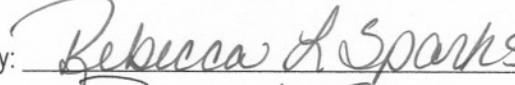
By: 

Printed: Robert schmiedeler

Title: CFO
(Print or Type)

Date: 03/07/06

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

By: 

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 3/20/06

FACILITIES-BASED OCN # 4261

ACNA ICG

INDIANA 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 are adjacent or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel, covered walkway, a shared parking garage or parking area, or connecting wall.

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 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 that serves a Mass Market Customer and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T 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 served by telecommunications facilities with an aggregate transmission capacity of less than four 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 AT&T 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 AT&T 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 AT&T 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. The term "fiber-based collocator" shall not apply to AT&T or any affiliate of AT&T. In addition, in accordance with the SBC/AT&T merger condition,¹ AT&T must exclude AT&T Corp. and its affiliates as fiber-based collocators from the pre-merger wire center designations as of December 16, 2005. 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 AT&T 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 AT&T, 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).

¹ In re SBC Communications, Inc. and AT&T Corp. Applications for approval of Transfer of Control, WC Docket No. 05-65, Appendix F(2) (Nov. 17, 2005).

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. AT&T 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 transport¹;
 - (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, AT&T 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. AT&T is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).
- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, AT&T 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, AT&T 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 AT&T provides notice, AT&T 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 AT&T 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 Nothing herein is meant to indicate any agreement as to whether AT&T 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.

1.3.3 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 the transition involves only a billing change, the applicable record. charge will be the only applicable charge. If the transition involves more than a billing change, 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. AT&T 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, AT&T shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, AT&T 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 AT&T have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then AT&T 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, AT&T 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 AT&T 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 AT&T 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 Indiana Utility Regulatory Commission. 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, AT&T 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 AT&T 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 AT&T has available and activated in the Local Circuit Switch.

2.1.1.3 In accordance with Rule 51.319(d)(4)(i), AT&T 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 AT&T 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 AT&T agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRRO to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.

2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.

2.1.3.2 AT&T will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions

2.1.3.3 When a CLEC converts from UNE-P to Total Resale the CLEC will only pay a record order charge. AT&T will determine the charges for a conversion from UNE-P to Local Wholesale Complete. For a conversion from UNE-P to UNE-Loop, AT&T may charge for physical work and any other applicable order charges.

2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, AT&T, without further notice or liability, will re-price such arrangements to rates determined by AT&T. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and AT&T does not complete all of the tasks necessary to complete a requested conversion or migration, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.

2.1.4 Intentionally left blank.

2.2 The provisions of this Section 2.0, apply and are operative with respect to AT&T's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport.

3.1 AT&T is not required to provision the following new high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251 combination, except as follows:

3.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), AT&T is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis.

3.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), AT&T 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 AT&T 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), AT&T 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), AT&T 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 AT&T in that Wire Center, except as otherwise set forth in this Attachment.

3.1.3.1 In accordance with Rule 51.319(e)(2), AT&T 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) AT&T 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 AT&T on such routes, except as otherwise set forth in this Attachment.

3.1.4.1. In accordance with Rule 51.319, AT&T 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), AT&T 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 AT&T on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 In accordance with Rule 51.319(e)(2), AT&T 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) AT&T 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 AT&T 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 AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T 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 AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T 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 AT&T 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 AT&T 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 AT&T by the end of the transition period.

3.2.2.1 AT&T 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, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T 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.

3.2.2.3 Intentionally left blank.

3.2.2.4 If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, AT&T, 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 AT&T requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to AT&T, AT&T 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 AT&T 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. AT&T'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 AT&T'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 AT&T's wire center designations as March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T 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 Indiana Utility Regulatory Commission 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 AT&T wire center non-impairment designation, the CLEC will provide a self-certification to AT&T 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 AT&T as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T. In the event that the CLEC issues a self-certification to AT&T where AT&T 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 AT&T 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, AT&T shall provision the requested facilities in accordance with CLEC's order and within AT&T's standard ordering interval applicable to such facilities. If AT&T in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, AT&T will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager.

4.1.1 The parties recognize that wire centers that AT&T 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 AT&T 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, AT&T may add the wire center to its list of designated wire centers and the Parties will use the following process:

4.1.1.1 AT&T 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, AT&T will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
- 4.1.1.3 AT&T 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 AT&T'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 AT&T.
- 4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against AT&T'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. DS1 High Capacity Loops will continue to be provisioned for a period of 12 months from the date of the Accessible Letter for existing customers. AT&T shall continue to provide access to DS1 High Capacity Loops to CLEC for applicable established customer service in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, ending upon the earlier of:
 - (a) CLEC's disconnection or other discontinuance of use of DS1/DS3 High Capacity Loops;
 - (b) CLEC's transition of DS1/DS3 High Capacity Loops to an alternative arrangement; or
 - (c) the Applicable Transitional Period.
- AT&T will not convert or disconnect DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport prior to the end of the applicable transitional period unless specifically requested by CLEC; CLEC is responsible for submitting orders to complete the transition by the end of applicable transition period.
- 4.1.1.6 If the CLEC does provide self-certification to dispute AT&T's designation determination AT&T may dispute CLEC's self-certification as described in Sections 4. 1.3 and 4.1.4 and AT&T 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 Indiana 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 Indiana Commission, but before the Indiana Commission has made a determination regarding the wire center designation, AT&T's wire center designation(s) shall become effective as to CLEC, and CLEC shall not thereafter re-submit the withdrawn self-certification.
- 4.1.3 AT&T may dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T 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. AT&T 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. AT&T 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, AT&T may file that information under seal. AT&T shall offer to enter into a protective agreement under which AT&T would provide such confidential information to CLEC. AT&T shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. AT&T 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 Indiana Utility Regulatory Commission'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 Indiana Utility Regulatory Commission's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Indiana Utility Regulatory Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T'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 AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify CLECs via Accessible Letter of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T 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, AT&T 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 AT&T after March 11, 2005, thirty days after AT&T'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 AT&T 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, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T 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, 3.2.2.1, 3.2.2.2 and 3.2.2.3 shall apply to the transition of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). Requested transitions of DS1/DS3 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 CLECs' customer's service, and all applicable charges shall apply. As of the date of conversion of such DS1/DS3 Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport Cross-connects provided by AT&T 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 Intentionally left blank.
- 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 AT&T INDIANA have failed to reach agreement under Section 3.2.2.4 above as to a substitute service arrangement or element, then AT&T 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 AT&T 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. AT&T may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4.1 and AT&T 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 AT&T shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T. For the Commingled Arrangements listed in this Section 5.1, and any Commingled Arrangements voluntarily made available by AT&T in the future for any of the 13 AT&T ILEC states (i.e., the availability and subsequent posting to CLEC On-line was not as a result of a State Commission Order), AT&T will make such Commingled Arrangements available in Indiana except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Indiana. Where AT&T 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), AT&T will make such Commingled Arrangement available in Indiana under this Agreement, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Indiana. The types of Commingled Arrangements which AT&T 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 AT&T 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, AT&T 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 AT&T 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 AT&T, CLEC shall request any such desired commingling arrangement and AT&T 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 AT&T 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, AT&T shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T (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, AT&T 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, AT&T will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T 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, AT&T 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 AT&T (as well as requests where CLEC also wants AT&T to complete the actual Commingling), except that AT&T 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 AT&T'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 AT&T, and AT&T 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 AT&T.

- 5.6 AT&T 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 AT&T. 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 AT&T 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 AT&T, AT&T shall charge CLEC element-by-element and service-by-service rates. AT&T 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 AT&T agrees that CLEC may request to Commingle the following elements to the extent that AT&T 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). If CLEC makes a request to commingle the items identified in Section 5.9, AT&T and CLEC shall attempt to negotiate mutually agreeable terms and conditions, not in the context of this Attachment or the Agreement, but in a separate commercial agreement.
- 5.10 Unless expressly prohibited by the terms of this Attachment, AT&T shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from AT&T, (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 AT&T.

6.0 EELs.

- 6.1 AT&T agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. AT&T 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, AT&T 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 AT&T shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. AT&T 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. AT&T 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 AT&T. Provided that AT&T has received such self certification from CLEC, AT&T 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 AT&T's premises within the same LATA as the customer's premises, when AT&T is not the collocator; or
- (B) Established pursuant to any collocation type defined in any AT&T 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 AT&T written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, AT&T shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL

6.3.8 AT&T 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 Indiana 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 AT&T's written notice that an audit will be performed for Indiana, subject to Section 6.3.8.4 of this Section.

6.3.8.1 To invoke its limited right to audit, AT&T will send a Notice of Audit to CLEC, identifying examples of particular circuits for which AT&T alleges non-compliance and the cause upon which AT&T rests its audit. The Notice of Audit shall also include all supporting documentation upon which AT&T 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 AT&T 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 AT&T shall provide CLEC with a copy of the independent auditor's report within 2 business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC may bring a dispute directly to the IURC. Prior to bringing a dispute to the IURC under this section, however, CLEC shall provide notice of the dispute to AT&T so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to CLEC and CLEC may not initiate a dispute resolution proceeding at the IURC until after expiration of this fourteen (14) day period. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for a High-Cap EEL, CLEC must true-up any difference in payments paid to AT&T and the rates and charges CLEC would have owed AT&T beginning from the date that the non-compliance of the High-Cap EEL with the Eligibility Criteria, in whole or in part, began. CLEC shall submit orders to AT&T to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. 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 true-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following AT&T's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the IURC for resolution of the dispute in which case no changes shall be made until the IURC rules on the dispute. However CLEC shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant High-Cap EEL for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the IURC within such 30-day time period, AT&T may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the non-compliant High-Cap EEL 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 no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which High-Cap EEL does not meet the Eligibility Criteria for that High-Cap EEL. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the IURC and if the IURC upholds the auditor's finding, the disputed amounts held in escrow shall be paid to AT&T and AT&T 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 AT&T 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 AT&T 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, AT&T 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 eligibility certifications 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 eligibility certifications for as long as the

Amended Agreement is operative, plus a period of two years. AT&T 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 that the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6 is limited to two years prior to the date of the invoice containing the backbilling following the results of the audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to AT&T from CLEC's collocation arrangement.

6.4.2 AT&T 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, AT&T 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 AT&T 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: AT&T 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 AT&T 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, AT&T 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 AT&T, 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 AT&T 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. AT&T 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 AT&T 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 AT&T 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. AT&T is not obligated to perform such activities.
- 8.1.4 Intentionally left blank.
- 8.1.5 Intentionally left blank.
- 8.1.6 AT&T may charge for (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), and (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, to the extent such equipment is not present on the loop or transport facility when ordered. The IURC has not established permanent rates for these three services. The parties agree on the following interim rates:

DS1 Repeater with trip: \$626.99

DS1 Repeater without trip: \$621.41

The parties agree that these interim rates are subject to true up after permanent rates are agreed upon or determined by the Commission.

Unless parties agree to permanent rates, the IURC will set permanent rates.

8.2 Routine Network Modifications –UNE Dedicated Transport and Dark Fiber

- 8.2.1 AT&T 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. AT&T 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 AT&T 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. AT&T is not

obligated to perform the above stated activities for a CLEC. However, when a CLEC purchases Dark Fiber, AT&T shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 Intentionally left blank.

10.0 Conversions.

10.1 Conversion of Wholesale Services to UNEs

10.1.1 Upon request, AT&T 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, AT&T 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. AT&T 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, AT&T 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 AT&T has either a) not developed a process or b) developed a process that falls out for manual handling, AT&T 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 AT&T 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, AT&T 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. AT&T may charge applicable service order charges or record change charges.

10.1.3 AT&T 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, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T 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.

10.1.4 AT&T 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 AT&T service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T service sought to be converted.

11. 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. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where AT&T has deployed such a Loop to premises that previously were not served by any AT&T Loop.

11.1.2 Overbuilds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when AT&T has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

- (a) AT&T 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 AT&T retires the copper Loop pursuant to the terms of Section 11.1.3.
- (b) If AT&T maintains the existing copper Loop pursuant to this Section 11.1.2, AT&T 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, AT&T 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, AT&T 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, AT&T 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. AT&T 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 AT&T's Generic Interconnection Agreement.

11.1.4 AT&T 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, AT&T'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, AT&T will comply with Rules 51.325 through 51.335, and any applicable state requirements.

11.2 Hybrid Loops Generally. The unbundling obligations associated with DS1 and DS3 loops are in no way limited by this Section 11.2 or the Rules adopted in the Triennial Review Order with respect to hybrid loops typically used to serve mass market customers.

11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services AT&T 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 AT&T 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, AT&T 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, AT&T 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. AT&T 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. AT&T shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

11.2.5 IDLC Hybrid Loops. Where CLEC requests a loop to a premises to which AT&T has deployed an IDLC Hybrid Loop, AT&T must provide CLEC a technically feasible method of unbundled access. AT&T can only charge the CLEC the least cost technically feasible method of unbundled access.

12.0 Use of Unbundled Network Elements.

- 12.1 Except as provided in Section 6.0 of this Attachment, AT&T 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. Intentionally left blank.

14. 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 AT&T'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, AT&T is required to provide access to facilities, including Entrance Facilities, that CLEC requests to interconnect with AT&T'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").
- 14.3 The rate for an Entrance Facility, when obtained as an Interconnection Facility, shall be calculated in accordance with the rates for Unbundled Dedicated Transport as set forth in the Agreement. The rates for

other Interconnection Facilities, if not established by the Agreement, shall be in conformance with Section 251(c)(2)(D) of the Act.

- 14.4 CLEC may request that an Entrance Facility UNE be reclassified as an Interconnection Facility pursuant to Section 14.1 if CLEC will use the facility for interconnection in accordance with Section 14.2. AT&T will perform such reclassification at no charge.