

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

Dated as of _____

by and between

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

and

XO Michigan, Inc.

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (“**Agreement**”), is dated as of the 19th day of August, 2000 (the “**Effective Date**”), by and between Ameritech Michigan, a division of Ameritech Services, Inc., a Michigan corporation with offices at 444 Michigan Avenue, Detroit, MI 48226 (“**Ameritech**”) and XO Michigan, Inc., a Washington corporation with offices at 38701 Seven Mile Rd., Suite 335, Livonia, MI 48152 (“**Requesting Carrier**”).

RECITALS

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

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

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

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

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

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

ARTICLE I
DEFINITIONS AND CONSTRUCTION

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

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

1.3 Interpretation.

- (a) The definitions in Schedule 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The words “shall” and “will” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- (c) The recitals and the headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (d) Unless the context shall otherwise require, and subject to Section 28.3, any reference to any agreement, other instrument (including Ameritech, Requesting Carrier or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- (e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern. In the event of any conflict between the terms and conditions of any Section of, or Schedules to this Agreement, and any term or condition set forth in the Implementation Plan, the terms and conditions of the Sections and Schedules shall control.

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

ARTICLE II GENERAL SERVICE RELATED PROVISIONS

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

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

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

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

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

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

3.2 Interconnection Points and Methods, and Interconnection Activation Dates.

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

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

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

- (a) Requesting Carrier shall (i) provide the transport (whether through leased or owned facilities) of Ameritech's traffic from the point of Interconnection to Requesting Carrier's Central Office, (ii) not charge Ameritech for such transport and (iii) provide Ameritech with capacity to meet Ameritech's forecasted needs. If Requesting Carrier does provide Ameritech transport as provided in this subsection (a) but then either requests Ameritech to utilize its own facilities or does not provide Ameritech capacity to meet Ameritech's forecasted needs, then Requesting Carrier shall (x) provide Ameritech not less than two hundred (200) days' notice prior to the date Ameritech must provide its own facilities for new trunks, (y) compensate Ameritech for the

costs incurred by Ameritech to rearrange its network and (z) provide Ameritech Collocation as provided in **subsection (b)** below.

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

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

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

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

3.3 Fiber-Meet.

3.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("**SONET**") transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in **Exhibit A**, and engineered, installed, and maintained as described in this **Article III** and in the Plan (as defined in **Section 18.2**). Each Party agrees to disable the Digital Control Channel ("**DCC**") in its equipment that is part of the SONET system and each Party shall be responsible for the monitoring of its own node(s).

3.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor ("**OLTM**") equipment in the AICO identified for each LATA set forth on **Schedule 2.1** in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by **Articles IV** and **V**.

3.3.3 Requesting Carrier shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the RICO identified for that LATA in **Schedule 2.1**, in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by **Articles IV** and **V**.

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

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

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

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

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

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

3.3.10 Each Party shall provide its own, unique source for the synchronized timing of its OLTM equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of OLTM equipment. Both Parties agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.

3.4 Additional Interconnection(s).

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

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

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

3.5 Additional Switches.

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

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

3.6 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of

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

3.7 Network Management.

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

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

3.8 9-1-1 Service.

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

3.8.2 Service and Facilities Provided.

- (a) Requesting Carrier shall interconnect with each Ameritech 9-1-1 Selective Router that serves the areas in which Requesting Carrier provides Telephone Exchange Service. Such interconnection shall be used by Ameritech to provide 9-1-1 service and access to all sub-tending Public Safety Answering Points (each, a “PSAP”). Requesting Carrier will establish such interconnection by (i) providing itself, or leasing from a third-party (including Ameritech), the necessary DS1 facilities and trunk groups between Requesting Carrier’s point of Interconnection and designated Ameritech 9-1-1 Selective Router (channel conditioning referred to as “Direct” in Item I of the Pricing Schedule) or (ii) providing demuxed DSO level trunks at designated Ameritech 9-1-1 Selective Router(s) (channel conditioning referred to as “Back to Back” in Item I of the Pricing Schedule) or (iii) providing muxed DSO level trunks at a Collocation point within each Ameritech 9-1-1 Selective Router(s) (channel conditioning referred to as “Collocation” in Item I of the Pricing Schedule). With any of the foregoing three (3) options, Requesting Carrier shall provide a minimum of two (2) dedicated channels from the point of interconnection to the Ameritech 9-1-1 Selective Router(s). Each of the foregoing options described in this **subsection (a)** also require each of the Parties to provide sufficient trunking and facilities to route Requesting Carrier’s originating 9-1-1 calls to the designated primary PSAP or to designated alternate PSAPs. Ameritech and the Requesting Carrier will coordinate the provision of transport capacity sufficient to route originating 9-1-1 calls from the Requesting Carrier’s point

of interconnection to the designated Ameritech 9-1-1 Selective Router(s). In addition to the channel conditioning charges identified in Item I of the Pricing Schedule, if Requesting Carrier leases facilities from Ameritech, standard tariff rates shall apply.

- (b) If Requesting Carrier forwards the ANI information of the calling party to the Ameritech 9-1-1 Selective Router and the Requesting Carrier has followed the appropriate procedures in **subsection (e)** to establish the record for the calling Party in the ALI database, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by Requesting Carrier, Ameritech will display a Central Office identification code for display at the PSAP.
- (c) If Requesting Carrier requests facilities-routed diversity for 9-1-1 interconnection, Ameritech shall provide such diversity to Requesting Carrier and Requesting Carrier shall pay charges for Diverse Routes at tariffed DS1 rates. Requesting Carrier will be responsible for determining the proper quantity of trunks and facilities from its switches to the Ameritech 9-1-1 Selective Router(s). Ameritech shall provide, upon request, a Trunk Design Guide which will be used to determine the number of trunk groups required to provide 9-1-1 Service within each Rate Center. Trunks between the Requesting Carrier's Switch and the Ameritech 9-1-1 Selective Router shall be provisioned by Ameritech at intervals to be agreed upon by the Parties. Following such provision and prior to the application of live traffic, Requesting Carrier and Ameritech will cooperate to promptly test all trunks and facilities between Requesting Carrier's network and the Ameritech 9-1-1 Selective Router to assure proper functioning of the 9-1-1 Service; provided, that Requesting Carrier shall be solely responsible to provide test records and conduct call-through testing on all new 9-1-1 trunk groups and NPA/NXXs. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as a one-way CAMA MF trunk group. Where SS7 connectivity is available and required by the applicable municipality, the Parties agree to implement CCIS trunking.
- (d) Ameritech will provide to Requesting Carrier, in mechanized format, an address and routing file (ARF) that provides the information required for Requesting Carrier Customer 9-1-1 record processing and delivery of calls to the appropriate Ameritech 9-1-1 Selective Router(s). After Requesting Carrier's initial request for the ARF, Ameritech shall provide Requesting Carrier an updated ARF on a monthly basis. At the request of Requesting Carrier, Ameritech will provide the ARF by NPA or metro area. A specified charge as set forth at Item I of the Pricing Schedule will apply per request.
- (e) Ameritech will coordinate access to the Ameritech 9-1-1 Automatic Location Identification (“**ALI**”) database for the initial loading and updating of Requesting Carrier Customer information. Access coordination will include:

- (1) Requesting Carrier to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in **Section 3.9.2(f)**;
- (2) Notification of error(s) involving entry and update activity;
- (3) Provisioning of specific 9-1-1 routing information on each Requesting Carrier Customer's access line; and
- (4) Providing Requesting Carrier with reference data required to ensure that Requesting Carrier's Customer will be routed to the correct 9-1-1 Selective Router when originating a 9-1-1 call.

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

- (f) Requesting Carrier or its third party agent will provide ALI data to Ameritech for use in entering the data into the 9-1-1 database. The initial ALI data will be provided to Ameritech in a format prescribed by Ameritech. Requesting Carrier shall include its company identification, as registered with NENA, on all records provided to Ameritech. Requesting Carrier is responsible for providing Ameritech updates to the ALI data and error corrections that may occur during the entry of ALI data to the Ameritech 9-1-1 Database System. Requesting Carrier shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in ALI data updates caused by Requesting Carrier or its third-party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day (where electronic transfer is available) by providing Requesting Carrier with a report in the manner provided in the Implementation Plan of the number of items sent, the number of items entered correctly, and the number of errors.
- (g) The services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule are based on each NXX residing in a single 9-1-1 Selective Router. Requesting Carrier may request that an NXX shall reside in more than one 9-1-1 Selective Router; provided that Requesting Carrier shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per trunk group that is connected to each alternate 9-1-1 Selective Router (the **"9-1-1 Selective Router Software Enhancement Connection Charge"**).

- (h) In the event an Ameritech or Requesting Carrier 9-1-1 trunk group fails, the Party that originates the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 9-1-1 Service between the Parties.
- (i) Ameritech will provide Requesting Carrier all order number(s) and circuit identification code(s) in advance of the service due date.
- (j) Requesting Carrier will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. Requesting Carrier will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.
- (k) Requesting Carrier shall engineer its 9-1-1 trunks to attain a minimum P.01 grade of service as measured using the “**busy day/busy hour**” criteria or, at such other minimum grade of service as required by Applicable Law or a duly authorized government agency.
- (l) Requesting Carrier shall timely provide to Ameritech all information required to complete an “Ameritech Planning Questionnaire and Network Definition” in order to appropriately plan, design and implement ordered 9-1-1 Service. Requesting Carrier shall provide the foregoing information in the format prescribed by Ameritech, both initially and on an ongoing basis.
- (m) If Requesting Carrier provides local exchange Telecommunications Services to its Customers through a means other than Resale Services, Requesting Carrier shall be responsible to submit to the applicable municipality(ies) any 9-1-1 surcharges assessed by such municipality(ies) on such local exchange Telecommunications Services provided to Requesting Carrier Customers.
- (n) Consistent with **Section 19.2**, each Party agrees to comply with all applicable state, county and municipal 9-1-1 administrative rules and regulations.

3.8.3 Compensation.

- (a) In addition to the amounts specified in **Section 3.9.2**, Requesting Carrier shall compensate Ameritech as set forth at Item I of the Pricing Schedule.
- (b) The rates set forth in this Agreement for 9-1-1 Service do not include the inspection or monitoring by Ameritech of Requesting Carrier’s facilities relating to errors, defects or malfunctions in the 9-1-1 Service. The Parties acknowledge and agree that Requesting Carrier, and not Ameritech, shall be

responsible to conduct such operational tests as Requesting Carrier deems necessary and appropriate to determine whether its facilities are functioning properly. Each Party shall promptly notify the other Party if its facilities used to provide 9-1-1 Service are not functioning properly.

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

- (a) Ameritech is not liable for the accuracy and content of ALI that Requesting Carrier delivers to Ameritech. Requesting Carrier is responsible for maintaining the accuracy and content of that data as delivered; and
- (b) In addition, Ameritech's liability to Requesting Carrier and any third person shall also be limited to the maximum extent permitted by Applicable Law or tariff.

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

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

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

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

4.3.1 Each Party shall initially configure a one (1)-way trunk group or, upon mutual agreement of the Parties, a two (2) way trunk group, as a direct transmission path between each RICO and AICO. If two (2) way trunk groups are established, each Party shall be responsible for fifty percent (50%) of the transport between the points of Interconnection.

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

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

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

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

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

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

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

4.3.9 If a pre-existing trunk group is unable to, or consistent with standard trunk engineering practices, is forecasted to be unable to support additional traffic loads, each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks to expand the capacity of such pre-existing trunk group, subject to **Section 19.12** and the availability of sufficient capacity. If sufficient capacity does not exist, the Parties shall mutually agree on the appropriate interval to establish such additional trunks based on force and load and other applicable criteria.

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

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

4.3.12 Intentionally left blank. See Amendment No. 1.

4.4 Signaling.

4.4.1 Where available, Common Channel Interoffice Signaling (CCIS) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (CPN) (NPA/NXX assigned to its local exchange switch) within the SS7 signaling message. If CCIS is unavailable, Multi-Frequency (MF) signaling shall be used by the Parties.

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

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

4.4.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

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

4.6 Measurement and Billing.

4.6.1 For billing purposes, each Party shall pass CPN associated with that Party's originating switch on calls that originate on its network over the Local/IntraLATA Trunks; provided that all calls that originate on a Party's network and are exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be revised every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls that originate on its network with CPN within a monthly billing period, then

either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established. Transit traffic as defined in **Section 7.3** will be routed over the IntraLATA Toll trunk group.

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

4.7 Reciprocal Compensation Arrangements –Section 251(b)(5)

4.7.1 Intentionally left blank.

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

4.7.3 Intentionally left blank.

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

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

5.2 Trunk Group Architecture and Traffic Routing.

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

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

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that Requesting Carrier utilizes to provide Telephone Exchange Service and

Switched Exchange Access Service in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

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

ARTICLE VI MEET-POINT BILLING ARRANGEMENTS

6.1 Meet-Point Billing Services.

6.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("**MECAB**") document SR-BDS-000983, Issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Group D. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time.

6.1.2 Requesting Carrier shall designate access Tandems or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For each such access Tandem designated, the Parties shall utilize a billing percentage determined in accordance with Schedule 6.0 to bill IXC traffic. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

6.1.3 Each Party shall undertake all reasonable measures to ensure that the billing percentage and associated information are included and maintained in the National Exchange Association ("**NECA**") FCC Tariff No. 4.

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

6.2 Data Format and Data Transfer.

6.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer (when available) using the Exchange Message Record ("**EMR**") format. The Parties shall agree to a fixed billing period in the Implementation Plan.

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

6.2.3 Ameritech shall provide to Requesting Carrier, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover), using EMR format. Ameritech and Requesting Carrier shall use best efforts to utilize electronic data transfer.

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

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

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

6.3 Errors or Loss of Access Usage Data.

6.3.1 Errors may be discovered by Requesting Carrier, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

6.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

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

6.5 Limitation of Liability Applicable to Meet-Point Billing Arrangements. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data or developing a substitute based on past usage in accordance with **Section 6.3.2**. This **Section 6.5** shall apply to Meet Point Billing arrangements in lieu of the provisions of **Articles XXIV** and **XXV**.

ARTICLE VII TELECOMMUNICATIONS CARRIER (TC) SERVICES

7.1 Ancillary Services Traffic.

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

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

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

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

7.2 BLV/BLVI Traffic.

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

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

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

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

7.3 Transit Service.

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

7.3.2 “**Transit Service**” means the delivery over the Local/IntraLATA Trunks of (i) Local Traffic and IntraLATA Toll Traffic that (x) originates on Requesting Carrier’s network and terminates to a third party LEC, ILEC or CMRS (such third parties collectively referred to as a “**Transit Counter-Party**”) and (y) originates on the Transit Counter-Party’s network and terminates to Requesting Carrier and (ii) 800 IntraLATA Toll Traffic that originates and terminates between one (1) or more IntraLATA Telecommunications Carriers, including third party LECs, ILECs and CMRSs (collectively, “**IntraLATA 800 Traffic**”), as more fully described in **Section 7.3.9.**

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

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

7.3.5 If the traffic volumes between Requesting Carrier’s Central Office Switches and Transit Counter-Party Central Office Switches (in each case, in the aggregate) at any time exceeds the 150,000 minutes of use per month over 2 consecutive months, the Implementation Team

will develop a migration plan for Requesting Carrier to interconnect directly with such Transit Counter-Party within 60 days of the second consecutive month.

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

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

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

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

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

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

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

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

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

- (a) Queried IntraLATA 800 Traffic may be delivered to Ameritech over the Local IntraLATA Trunks and if Ameritech performs the 800 query function, over the Access Toll Connecting Trunks. If the Local/IntraLATA Trunks are used and Requesting Carrier performs the 800 query function, the IntraLATA 800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, Ameritech will not record the IntraLATA 800 Traffic.
- (b) The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customers billing and IntraLATA 800 Copy Detail Usage Data for access billing. EMR exchange between the Parties will use the standard centralized message system delivery systems (CMDS). The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only.
- (c) IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating party, regardless of which Party performs the 800 query. Since IntraLATA 800 Traffic may not be identified with a unique Carrier Identification Code (CIC), billing shall be based on originating and terminating NPA/NXX.

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

7.4 Toll Free Database Services.

Intentionally left blank. See Amendment No. 1.

7.5 LIDB Database Service.

Intentionally left blank. See Amendment No. 1.

7.6 LNP Query Service.

Intentionally left blank. See Amendment No. 1.

7.7 Operator Services and Directory Assistance Services.

Intentionally left blank. See Amendment No. 1.

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

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

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

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

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

9.1 Access to Network Elements.

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

9.1.1.1 The UNE Remand Order was released by the FCC on November 5, 1999. Portions of the UNE Remand Order are effective within thirty (30) days after publication in the Federal Register and other portions are effective within one hundred-twenty (120) days after publication. Both Parties are analyzing their respective rights and obligations under the UNE Remand Order. Subject to the outcome of any appeal, including but not limited to any stay that may be obtained pending appeal, the Parties acknowledge that the UNE Remand Order requires Ameritech to offer certain unbundled Network Elements not included below, such as subloops, dark fiber, inside wire owned by Ameritech, xDSL-capable loops, high capacity loops, and packet switching capability in certain circumstances; and limits or conditions Ameritech's obligation to offer certain Unbundled Network Elements set forth below such as Unbundled Switching Capability and Operator Services and Directory Services. The Parties agree to negotiate an amendment to this

Agreement to conform the Agreement with the UNE Remand Order and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions relating to each such Unbundled Network Element within the time frame(s) specified for providing access as set forth in the UNE Remand. If the Parties are unable to reach agreement on an amendment within the specific time frame set forth in the UNE Remand Order for providing access to any Unbundled Network Element, a Party may consider such failure to negotiate an amendment a “Dispute” under **Section 27.4** of the Agreement.

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

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

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

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

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

9.3 Requesting Carrier’s Combination of Network Elements.

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

same technical and interface requirements that Ameritech provides when such Network Elements are provided to Requesting Carrier on an individual basis.

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

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 The quality of an unbundled Network Element as well as the quality of the access to such unbundled Network Element that Ameritech provides to Requesting Carrier shall be the same for all Telecommunications Carriers requesting access to such Network Element.

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

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

9.5 Provisioning of Network Elements.

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

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

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

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

9.5.5 When Ameritech receives an order for access to an unbundled Network Element or Elements (including conversion of certain special access circuits) from Requesting Carrier for the provision of local exchange Telecommunications Services for Requesting Carrier's Customer, and that Customer is currently provided local exchange Telecommunications Services by another carrier ("**Carrier of Record**") Ameritech shall notify such Carrier of Record of such order in the same manner as described in **Section 10.11.1**. It shall then be the responsibility of the Carrier of Record and Requesting Carrier to resolve any issues related to that Customer. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all losses that may result from Ameritech acting under this **Section 9.5.5**.

9.6 Availability of Additional Network Elements. Any request by Requesting Carrier for access to a Network Element that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by Requesting Carrier of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and to develop, install and provide access to such Network Element.

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

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

9.6.3 **Rates for Conditioning xDSL Loops.** Intentionally left blank. See Amendment No. 1.

9.7 Pricing of Unbundled Network Elements. Ameritech shall charge Requesting Carrier the non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified at Item V of the Pricing Schedule. If Requesting Carrier requests and Ameritech agrees to provide services in excess of or not otherwise contemplated by this Agreement, Requesting Carrier shall pay Ameritech for any additional charges to perform such services.

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

9.9 Maintenance of Unbundled Network Elements.

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

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

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

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

Intentionally left blank. See Amendment No.1.

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

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

**ARTICLE XII
COLLOCATION -- SECTION 251(c)(6)**

12.1 Access to Collocation.

12.1.1 General. Ameritech shall provide Requesting Carrier Physical Collocation on Ameritech's Premises of equipment necessary for Interconnection (pursuant to **Article III**) or for access to unbundled Network Elements (pursuant to **Article IX**), except that Ameritech will provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide Requesting Carrier Collocation only for the purpose of Interconnection or access to Ameritech's unbundled Network Elements and for no other purpose other than as specifically provided by the Act, the Commission or the FCC.

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

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

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

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

12.3 Non-Standard Collocation Requests.

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

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

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

12.4 Eligible Equipment for Collocation.

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

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

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

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

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

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

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

12.4.1 Safety Standards. (a) All equipment to be Collocated in Ameritech’s Premises must comply, as of the date such equipment is installed in Ameritech’s Premises, with then current (i) Bellcore Network Equipment and Building Specifications (“NEBS”) Level 1 requirements, (ii) NEBS EMI emissions requirements, as stated in GR-1089-CORE, Criteria [10], (iii) NEBS Corrosion requirements, as stated in GR-1089-CORE, Criteria [72, 73], if such equipment has an electrical connection to outside plant and (iv) safety requirements as Ameritech

may reasonably deem applicable to protect Ameritech's Premises and equipment and Other Collocator's equipment; provided such safety requirements are applied on a nondiscriminatory basis (items (i) - (iv) above collectively referred to as the "**Safety Standards**").

- (b) If Ameritech denies Collocation of Requesting Carrier's equipment in an Ameritech Premises, citing Safety Standards, Ameritech will provide within five (5) Business Days of Requesting Carrier's written request to the Ameritech representative(s), identified on TCNet, a list of all Ameritech network equipment that Ameritech has placed within the network areas of such Premises within the twelve (12) month period preceding the date of Ameritech's denial of Requesting Carrier's equipment, together with an affidavit attesting that the Ameritech network equipment on such list meets or exceeds the Safety Standard(s) that Ameritech contends Requesting Carrier's equipment fails to meet.
- (c) If Requesting Carrier fails to provide Ameritech accurate and complete NEBS data sheets and other applicable or relevant information prior to the Occupancy Date to confirm that its equipment complies with the Safety Standards, Requesting Carrier shall not be permitted to install such equipment in Ameritech's Premises.

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

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

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

(b) Ameritech may, at its discretion, maintain on its Collocation webpage a list of equipment that complies with the terms, conditions and restrictions of this Section 12.4. If Ameritech does maintain such a webpage of approved equipment, Requesting Carrier need not obtain prior approval from Ameritech for a piece of equipment if such equipment (including model and release number(s)) is described as "approved" on such webpage. Instead, at the final walkthrough, Requesting Carrier shall provide Ameritech written certification that any equipment to

be placed in its Collocation space for which pre-certification was not received pursuant to Section 12.4.3(a) is listed as “approved” equipment on the then-current Collocation webpage.

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

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

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

12.7 Interconnection Points and Cables.

Ameritech shall:

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

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

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

12.8 Space Exhaustion.

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

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

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

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

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

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

If Requesting Carrier requests twenty-one (21) or more Premises Reports within a five (5) Business Day period, the Premises Report Delivery Interval will be increased

by five (5) Business Days for every five (5) additional Premises Report requests or fraction thereof.

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

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

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

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

12.9 Allocation of Collocation Space.

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

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

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

12.10 Security Arrangements.

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

12.10.2 **Access to Physical Collocation.** (a) Requesting Carrier shall have 24 x 7 access to its Physical Collocation (APCS) as specifically described in this **Article XII**. Subject to the last sentence of **subsection (b)** below, once Ameritech has implemented in an Ameritech Premises the security arrangements described in this **Article XII**, Requesting Carrier may access such Premises without an escort. However, prior to the date on which security arrangements have been implemented in specific Premises, security escorts shall be required, at no cost to Requesting Carrier. Requesting Carrier shall provide Ameritech with telephonic notice at the time of dispatch of Requesting Carrier’s employees to an Ameritech Premises and, if possible, no less than sixty (60) minutes notice prior to arrival at such Premises.

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

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

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

12.10.4 Security Checks and Training. Requesting Carrier shall conduct background checks of each of its employees, technicians and vendors that access Ameritech's Premises. Ameritech shall provide Requesting Carrier a list of actions for which Ameritech precludes persons from accessing Ameritech's Premises and Requesting Carrier shall apply such actions to its employees and vendors. Requesting Carrier's employees and approved vendors shall be required to undergo the same level of security training, or its equivalent, that Ameritech's own employees or vendors providing similar functions, must undergo. Ameritech shall provide

Requesting Carrier information on the specific type of training so that Requesting Carrier may provide such security training. Requesting Carrier shall provide Ameritech written certification that its employees and approved vendors have satisfied the necessary security training prior to accessing Ameritech's Premises.

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

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

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

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

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

12.10.8 Disclaimer of Responsibility. Requesting Carrier acknowledges that Ameritech provides carriers other than Requesting Carrier Physical Collocation in Ameritech's Premises, which carriers may include competitors of Requesting Carrier, and that those carriers' employees, technicians and vendors (such third party carriers, employees, technicians and vendors collectively referred to as the “**Other Collocators**”) will access the Ameritech Premises in which

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

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

12.12 Delivery of Collocated Space.

12.12.1 Ordering. (a) Ameritech shall provide Requesting Carrier with a single point of contact for all inquiries regarding Collocation. Requesting Carrier shall request space for Collocation by delivering to Ameritech a complete and accepted Collocation order form (if completed, a "**Collo Order**"). Each Collo Order shall include a Collocation Application Fee and specify (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) a prioritized list of its preferred methods of Collocation, if and as applicable (e.g., APCS cageless, shared, etc.), (iv) the interoffice transmission facilities Requesting Carrier will require for such space, (v) the equipment to be housed in such space, (vi) Requesting Carrier's anticipated power requirements for the space, (vii) any extraordinary additions or modifications (e.g., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate Requesting Carrier's Collocated equipment, (viii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (ix) the date on which Requesting Carrier intends to initiate service from such space. Ameritech shall notify Requesting Carrier in writing (the "**Collo Response**") as to whether the requested space and preferred method(s) of Collocation are available within the interval specified in **subsection (b)** below. If space is not available for Physical Collocation, Ameritech shall specify in its Collo Response to Requesting Carrier when space for Physical Collocation will be made available to Requesting Carrier and shall offer to Requesting Carrier Virtual Collocation in accordance with **Section 12.12.3**. If intraoffice facilities will not be available for Collocation within

three (3) months of receipt of Requesting Carrier’s (and, if applicable, each Resident Collocator’s) payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of Requesting Carrier’s Collo Order for Virtual Collocation pursuant to **Section 12.12.1**, then Ameritech shall provide written notification, within ten (10) Business Days after the initial walk-through, as to when the intraoffice facilities will be made available.

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

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

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

12.12.2 Physical Collocation.

- (a) If space for Physical Collocation is immediately available at the time of Requesting Carrier’s Collo Order, Ameritech shall include in its Collo Response to Requesting Carrier notice of such immediate availability.
- (b) If Requesting Carrier’s requested Physical Collocation space is available, Ameritech and Requesting Carrier shall have an initial walk-through of such space within the interval specified in the Implementation Plan. Absent Ameritech’s written consent, Requesting Carrier must have at least one (1) authorized employee (i.e., in addition to any authorized vendor) at such walk-through. If during the initial walk-through, Requesting Carrier wishes to modify or change its Collo Request, Requesting Carrier must sign or initial any such modifications or changes and provide Ameritech a change order reflecting same within five (5) Business Days of such initial walk-through. If a change or modification is noted at the initial walk-through, Ameritech shall have no obligation to commence work on Requesting Carrier’s Collocation space until it receives a change order to amend the Collo Request or written confirmation that Requesting Carrier does not wish to pursue such change or modification. Failure to provide Ameritech the change order or

written confirmation within the foregoing five (5) Business Day period shall be deemed a Requesting Carrier Delaying Event for the period between the expiration of such five (5) day period and the date of actual receipt by Ameritech.

- (c) Ameritech shall deliver to Requesting Carrier the requested space on or before the later of (i) one hundred twenty (120) days from Ameritech's receipt of Requesting Carrier's Collo Order, (ii) ninety (90) days from the date of the initial walk-through and (iii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Requesting Carrier such space within the foregoing intervals (such date of delivery referred to as the "**Delivery Date**").
- (d) Physical Collocation space ordered by Requesting Carrier will be made available to Requesting Carrier by Ameritech as more fully described in **Section 1 of Schedule 12.12.**
- (e) Ameritech may begin billing recurring charges for the Collocated space on the date such space is made available for occupancy (the "**Occupancy Date**"). Requesting Carrier shall vacate the Collocated space if either (i) Requesting Carrier (or one of its Resident Collocators, if applicable) fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection with Ameritech and/or access to Ameritech's unbundled Network Elements to be housed in such space or (ii) Requesting Carrier (or one of its Resident Collocators, if applicable) fails to Interconnect to the Ameritech network within one hundred fifty (150) days of the Occupancy Date. If Requesting Carrier is required to vacate the space pursuant to this **Section 12.12.2(e)**, Requesting Carrier (and its Resident Collocators) shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, Requesting Carrier still requires Collocation in that Premises, Requesting Carrier shall be required to submit a new request for Collocation pursuant to the provisions of **Section 12.12.1.**
- (f) Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0 of Schedule 12.12.**
- (g) At Requesting Carrier's request Ameritech shall provide for APCS within three (3) months after receiving Requesting Carrier's (and, as applicable, each Resident Collocator's) Initial COBO Payment or such other reasonable date the Parties agree upon pursuant to **Section 12.12.2(c)**, equipment node enclosures at a height of eight (8) feet, without ceiling. Where Ameritech cannot feasibly provide Requesting Carrier with equipment node enclosures within the foregoing period, Ameritech shall notify Requesting Carrier of this fact within ten (10) Business Days from

the later of (i) the walk-through and (ii) the receipt of Requesting Carrier's Collo Order.

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

12.12.3 Virtual Collocation.

- (a) If Requesting Carrier requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and Requesting Carrier elects Virtual Collocation, and such Virtual Collocation is available at the time of Requesting Carrier's Collo Order, Ameritech shall include in its Collo Response if the space requested is available.
- (b) Ameritech shall deliver to Requesting Carrier the requested space on or before the later of (i) twelve (12) weeks from Ameritech's receipt of Requesting Carrier's Collo Order for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Requesting Carrier such space within twelve (12) weeks (such date of delivery referred to as the "**Delivery Date**") and Ameritech notified Requesting Carrier of this fact within ten (10) Business Days after the initial walk-through.
- (c) Virtual Collocation space ordered by Requesting Carrier will be made available to Requesting Carrier by Ameritech, as more fully described in **Section 3 of Schedule 12.12.**
- (d) Ameritech shall install Cross-Connects, when cross-connecting for thru-connect purposes as directed by Requesting Carrier, at the rates provided at Item VII of the Pricing Schedule.

12.13 Pricing. The rates charged to Requesting Carrier for Collocation are set forth at Item VII of the Pricing Schedule. Ameritech shall allocate space preparation, security measures, and other Collocation charges on a pro-rated basis so that if Requesting Carrier is the first collocater in a particular Ameritech Premises, it will not be responsible for the entire cost of site preparation (unless Requesting Carrier occupies all space conditioned); provided, however, that Requesting Carrier shall be responsible for all costs attributable to a unique or non-standard request. The rates set forth at Item VII of the Pricing Schedule reflect only the standard Collocation methods and services

described in this **Article XII**. Any request for additional methods or services consistent with this **Article XII** or Applicable Law, including any request for Americans with Disability Act construction, shall be provided on a case by case basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

Intentionally left blank. See Amendment No. 1.

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

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act, except as may be limited by Section 271(e)(2)(B) of the Act. If Requesting Carrier requests access to Ameritech's name, address and telephone information of its Customers for the provision of Directory Assistance service in conjunction with Telephone Exchange Service and Exchange Service provided by Requesting Carrier to Customers in Ameritech's exchanges in competition with Ameritech, the Parties shall enter into a separate Dialing Parity Directory Listings Agreement to specify the rates, terms and conditions of such access.

**ARTICLE XV
DIRECTORY LISTINGS**

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

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

16.1 Structure Availability.

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

16.1.2 Ameritech will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this **Article XVI**, "**Insufficient Capacity**" means the lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, Ameritech will, in good faith, explore potential accommodations with Requesting Carrier. If Ameritech denies a request by Requesting Carrier for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech will provide Requesting Carrier a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.

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

16.3 Access and Modifications. Where necessary to accommodate a request for access of Requesting Carrier, and provided Ameritech has not denied access as described in **Section 16.1.2**, or because Ameritech may not lawfully make the Structure available, Ameritech will, as set forth

below, modify its Structure in order to accommodate the Attachments of Requesting Carrier. Upon request, Ameritech may permit Requesting Carrier to conduct Field Survey Work and Make Ready Work itself or through Ameritech-approved contractors in circumstances where Ameritech is unable to complete such work in a reasonable time frame. (For purposes of this Agreement, a “modification” shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a “modification,” while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a “modification.”)

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

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

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

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

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

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

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

16.7 Access Requests. Any request by Requesting Carrier for access to Ameritech's Structure shall be in writing and submitted to Ameritech's Structure Access Center. Ameritech may prescribe a reasonable process for orderly administration of such requests. Each Requesting Carrier's Attachment to Ameritech's Structure shall be pursuant to a permit issued by Ameritech for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure. Requesting Carrier shall provide Ameritech with notice before entering any Ameritech Structure.

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

16.9 Maintenance Ducts. If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, maintenance ducts will be established as part of the modification. Maintenance

ducts shall be made available to Requesting Carrier for maintenance purposes if it has a corresponding Attachment.

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

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

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

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

16.14 Occupancy Permit. Requesting Carrier occupancy of Structure shall be pursuant to a permit issued by Ameritech for each requested Attachment. Any such permit shall terminate (a) if Requesting Carrier's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if Requesting Carrier has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has notified Requesting Carrier that such Structure is available for Requesting Carrier's Attachments, (c) if Requesting Carrier ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if Requesting Carrier fails to comply with a material term or condition of this **Article XVI** and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from Ameritech or (e) if Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Requesting Carrier has Attachments. If Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Requesting Carrier has Attachments, Ameritech shall (i) provide Requesting Carrier notice within ten (10) Business Days after Ameritech has knowledge of such fact and (ii) not require Requesting Carrier to remove its Attachments from such Structure prior to Ameritech's removal of its own attachments. Ameritech will provide Requesting Carrier with at least sixty (60) days' written notice prior to (x) terminating a permit for an Attachment, terminating service to a

Requesting Carrier Attachment, or removal of an Attachment, in each case for a breach of the provisions of this **Article XVI**, (y) any increase in the rates for Attachments to Ameritech's Structure permitted by the terms of this Agreement, or (z) any modification to Ameritech's Structure to which Requesting Carrier has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If Requesting Carrier surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments from the Structure within one hundred eighty (180) days after the event requiring Requesting Carrier to so surrender such permit, Ameritech shall remove Requesting Carrier's Attachments at Requesting Carrier's expense. If Ameritech discovers that Requesting Carrier has placed an Attachment on Ameritech's Structure without a valid permit, Ameritech shall notify Requesting Carrier of the existence of such unauthorized Attachment and Requesting Carrier shall pay to Ameritech within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to five (5) times the annual attachment fee for such unauthorized Attachment. Within the foregoing period, Requesting Carrier shall also apply for an Occupancy Permit for the unauthorized Attachment. In addition, Requesting Carrier shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment. If Requesting Carrier fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, Ameritech shall have the right to remove such unauthorized Attachment from Ameritech's Structure at Requesting Carrier's expense.

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

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

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

16.18 Nondiscrimination. Except as otherwise permitted by Applicable Law, access to Ameritech-owned or -controlled Structure under this **Article XVI** shall be provided to Requesting

Carrier on a basis that is nondiscriminatory to that which Ameritech provides its Structure to itself, its Affiliates, Customers, or any other person.

16.19 Interconnection.

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

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

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

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

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

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

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

ARTICLE XVII REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from Ameritech to Requesting Carrier, or from Requesting Carrier to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement (“**Referral Announcement**”) on the abandoned telephone number which provides details on the Customer’s new number. Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the first Party’s tariff(s). However, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

ARTICLE XVIII IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN

18.1 Implementation Team. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties’ provision of Telecommunications Services to their respective Customers. Accordingly, the Parties agree to form a team (the “**Implementation Team**”) which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary for the provision of the services and the specific implementation of each Party’s obligations hereunder. Within five (5) days after the Effective Date, each Party shall designate, in writing, its representative on the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representative on the Implementation Team by delivering written notice thereof to the other Party.

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

- (a) standards to ensure that the Interconnection trunk groups provided for herein experience a grade of service, availability and quality in accordance with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels identified in **Section 3.6**;
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in **Article III** and the trunk groups specified in **Articles IV** and **V**, including standards and procedures for notification and discoveries of trunk disconnects;

- (c) disaster recovery and escalation provisions;
- (d) the respective duties and obligations with regard to the parties' specific interconnection architecture; and
- (e) such other matters as the Parties may agree.

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

- (1) A Plan as provided in **Section 18.2**;
- (2) Access to all necessary OSS functions, including interfaces and gateways;
- (3) Escalation procedures for ordering, provisioning and maintenance;
- (4) Single points of contact for ordering, provisioning and maintenance;
- (5) Service ordering, provisioning and maintenance procedures, including provision of the trunks and facilities;
- (6) Joint testing between Ameritech and Requesting Carrier of facilities, trunk and loops;
- (7) Procedures and processes for Directories and Directory Listings;
- (8) Training and the charges associated therewith;
- (9) Billing procedures; and
- (10) Guidelines for administering access to Ameritech's Structure.

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

18.5 Further Coordination and Performance. Except as otherwise agreed upon by the Parties, on a mutually agreed-upon day and time once a month during the Term, the Parties shall discuss their respective performance under this Agreement. At each such monthly meeting the

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

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

- (a) Interfaces and processes are operational and, consistent with the forecast provided under **Section 19.5.2**, the orders of Requesting Carrier Customers for Resale Services are successfully completed;
- (b) When applicable, interfaces and processes are operational and, consistent with the forecast provided under **Section 19.5.2**, the orders for unbundled Loops are successfully completed;
- (c) Review of all agreed-upon performance standards; and
- (d) Requesting Carrier's use of all functions available from the Provisioning EI and Maintenance EI.

ARTICLE XIX GENERAL RESPONSIBILITIES OF THE PARTIES

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

19.2 Compliance with Applicable Law. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees (collectively, "**Applicable Law**") that relate to its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

19.3 Necessary Approvals. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property

owners, other carriers, and any other parties that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

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

19.5 Forecasting Requirements.

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

19.5.2 Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar-month, nonbinding forecast of its traffic and/or volume requirements for all products and services provided under this Agreement, including Interconnection, unbundled Network Elements, Collocation space, Number Portability and Resale Services, in the form and in such detail as requested by Ameritech. If a Party becomes aware of any information or fact that may render its previously submitted forecast inaccurate by more than five percent (5%), such Party agrees to immediately notify the other Party of such fact or information and provide to such other Party a revised forecast that reflects such new fact or information and cures any inaccuracy in the previously submitted forecast within the earlier of (i) five (5) calendar days after such Party becomes aware of such information or fact and (ii) ten (10) Business Days before such Party submits any order to the other Party as a result of such new information or fact. In addition, each Party agrees to cooperate with the other Party to ensure that any orders that are submitted as a result of any new information or fact are submitted and processed consistent with the terms and conditions of this Agreement. Notwithstanding **Section 20.1.1**, the Parties agree that each forecast provided under this **Section 19.5.2** shall be deemed **“Proprietary Information”** under **Article XX**.

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

perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding **Section 20.1.1**, the Parties agree that each forecast provided under this **Section 19.5.3** shall be deemed “**Proprietary Information**” under **Article XX**.

19.6 Certain Network Facilities. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party’s network and for delivering such traffic to the other Party’s network using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under **Sections 19.5.1, 19.5.2** and, if applicable, **19.5.3**. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

19.7 Traffic Management and Network Harm.

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

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

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

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

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

situation, the Parties agree to abide by the dispute resolutions provisions contained in **Section 27.4** of this Agreement.

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

19.9 Labor Relations. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

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

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

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

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

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

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

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

19.17 FCC Conditions Certification. In order to qualify for the OSS Discounts set forth in **Section 9.6.1**, Requesting Carrier shall deliver to Ameritech and the Commission, initially and on

a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on **Schedule 19.17** as specifically required by Paragraph 18 of the FCC Conditions.

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

ARTICLE XX PROPRIETARY INFORMATION

20.1 Definition of Proprietary Information.

20.1.1 “**Proprietary Information**” means:

- (a) all proprietary or confidential information of a Party (a “**Disclosing Party**”) including specifications, drawings, sketches, business information, forecasts, records (including each Party’s records regarding Performance Benchmarks), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation that is furnished or made available or otherwise disclosed to the other Party or any of such other Party’s Affiliates (individually and collectively, a “**Receiving Party**”) pursuant to this Agreement and, if written, is marked “Confidential” or “Proprietary” or by other similar notice or if oral or visual, is either identified as “Confidential” or “Proprietary” at the time of disclosure or is summarized in a writing so identified and delivered to the Receiving Party within ten (10) days of such disclosure; and
- (b) any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in **subsection (a)** above, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party’s information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as “**Derivative Information**”).

20.1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as “confidential,” “proprietary,”

or other similar designation. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable.

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

20.2 Disclosure and Use.

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

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

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

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

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

- (a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- (b) become generally available to the public other than as a result of disclosure by a Receiving Party;
- (c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- (d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third person has any such obligation; or
- (e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with **Section 20.3**.

20.3 Government Disclosure.

20.3.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

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

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

20.4 Ownership.

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

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

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

ARTICLE XXI TERM AND TERMINATION

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

notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

21.2 Renegotiation of Certain Terms. Notwithstanding anything to the contrary in **Section 21.1**, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of any or all of the rates, prices, charges, terms, and conditions of the products and services described in this Agreement, with such resulting rates, prices, charges, terms and conditions to be effective upon expiration of the Term. Upon receipt of notice, each Party shall have a good faith obligation to engage in such negotiations. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If prior to the expiration of the Term, the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions, or the Commission has not issued its order to establish such provisions, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to the expiration date of such Term.

21.3 Default. When a Party believes that the other Party is in violation of a material term or condition of this Agreement (“**Defaulting Party**”), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in **Section 27.3** and it shall be resolved in accordance with the procedures established in **Section 27.3**.

21.4 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

ARTICLE XXII DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

ARTICLE XXIII SEVERABILITY

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

ARTICLE XXIV INDEMNIFICATION

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

- (a) any Loss to a third person arising out of the negligent acts or omissions, or willful misconduct (“**Fault**”) by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;
- (b) any Loss arising from such Indemnifying Party’s use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits (“**Claims**”) for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party’s own communications or the communications of such Indemnifying Party’s Customers;
- (c) any Loss arising from Claims for actual or alleged infringement of any Intellectual Property right of a third person to the extent that such Loss arises from an Indemnified Party’s or an Indemnified Party’s Customer’s use of a service provided under this Agreement; provided, however, that an Indemnifying Party’s obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification; and
- (d) any and all penalties imposed upon the Indemnifying Party’s failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (“**CALEA**”) and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

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

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

ARTICLE XXV LIMITATION OF LIABILITY

25.1 Limited Responsibility. A Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service nor shall Ameritech be responsible for Requesting Carrier or Requesting Carrier's Customer's integration of service components.

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

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

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

25.5 Consequential Damages. In no event shall a Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "**Consequential Damages**"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 24.1 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person.

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

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

Carrier shall not have a right to invoke the relevant terms of the FCC Conditions contained in this Agreement, if Requesting Carrier has invoked substantially related conditions imposed on the merger under Michigan law.

ARTICLE XXVI BILLING

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

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

26.3 Payment of Charges. Subject to the terms of this Agreement, Requesting Carrier and Ameritech will pay each other within thirty (30) calendar days from the date of an invoice (the “**Bill Due Date**”). If the Bill Due Date is on a day other than a Business Day, payment will be made on the next Business Day. Payments shall be made in U.S. Dollars via electronic funds transfer to the other Party’s bank account. Within thirty (30) days of the Effective Date, the Parties shall provide each other the name and address of its bank, its account and routing number and to whom payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days’ written notice of the change and such notice shall include the new banking information. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party’s bank. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

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

26.5 Adjustments.

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

26.5.2 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party

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

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

ARTICLE XXVII AUDIT RIGHTS, DISPUTED AMOUNTS AND DISPUTE RESOLUTION

27.1 Audit Rights.

27.1.1 Subject to the restrictions set forth in **Article XX** and except as may be otherwise specifically provided in this Agreement, a Party (“**Auditing Party**”) may audit the other Party’s (“**Audited Party**”) books, records, data and other documents, as provided herein, once annually (commencing on the Service Start Date) for the purpose of evaluating the accuracy of Audited Party’s billing and invoicing of the services provided hereunder. The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the Service Start Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit. Such audit shall be conducted by an independent auditor acceptable to both Parties. The Parties shall select an auditor by the thirtieth day following Audited Party’s receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit Audited Party’s books, records and documents more than once annually if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party’s favor with an aggregate value of at least two percent (2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

27.1.2 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party’s bills. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the independent auditor. Audited Party may redact from the books, records and other documents provided to the independent auditor any confidential Audited Party information that

reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

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

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

27.1.5 Any disputes concerning audit results shall be referred to the Parties' respective responsible personnel for informal resolution. If these individuals cannot resolve the dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in **Section 27.1.1**. Any additional audit shall be at the requesting Party's expense.

27.2 Disputed Amounts.

27.2.1 If any portion of an amount due to a Party (the "**Billing Party**") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "**Non-Paying Party**") shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("**Disputed Amounts**") and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. Notwithstanding the foregoing, except as provided in **Section 27.1**, a Party shall be entitled to

dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

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

27.2.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Disputed Amounts and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Disputed Amounts and negotiate in good faith in an effort to resolve such Disputed Amounts. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

27.2.4 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to **Section 27.2.3**, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy available to the Parties. The Commission or the FCC or a court of competent jurisdiction may direct payment of any or all Disputed Amounts (including any accrued interest) thereon or additional amounts awarded plus applicable late fees, to be paid to either Party.

27.2.5 The Parties agree that all negotiations pursuant to this **Section 27.2** shall remain confidential in accordance with **Article XX** and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

27.3 Failure to Pay Undisputed Amounts. Notwithstanding anything to the contrary contained herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay the disputed portion of a past due bill into an interest-bearing escrow account, (iii) give written notice to the Billing Party of the specific details and reasons for disputing amounts, (iv) pay any revised deposit or (v) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for

failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

- (a) assess a late payment charge and where appropriate, a dishonored check charge;
- (b) require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;
- (c) refuse to accept new, or complete pending, orders; and/or
- (d) discontinue service.
- (e) Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of (i) any of the above options shall not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date and (ii) subsections (c) and (d) above shall exclude any affected order or service from any applicable performance interval or Performance Benchmark. Once disconnection has occurred, additional charges may apply.

27.4 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a “**Dispute**”) arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 27.4**. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint within five (5) Business Days after a Party's receipt of such request a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, either Party may seek any relief it is entitled to under Applicable Law. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any Requesting Carrier Customer or Ameritech Customer.

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

ARTICLE XXVIII

REGULATORY APPROVAL

28.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission pursuant to Section 252 of the Act. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement.

28.2 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order purporting to apply the provisions of the Act (individually and collectively, an "**Amendment to the Act**"), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, such amendment shall be retroactively effective if so determined by the Commission and each Party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

28.3 Regulatory Changes. If any legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in **Section 28.2**) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

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

**ARTICLE XXIX
MISCELLANEOUS**

29.1 Authorization.

29.1.1 Ameritech Michigan, validly existing and in good standing under the laws of the State of Michigan, has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

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

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

29.3 Subcontracting. Either Party may subcontract the performance of its obligation under this Agreement without the prior written consent of the other Party; provided, however, that the Party subcontracting such obligation shall remain fully responsible for (i) the performance of such obligation, (ii) payments due its subcontractors and (iii) such subcontractors' compliance with the terms, conditions and restrictions of this Agreement.

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

29.5 Force Majeure. No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **“Force Majeure Event”**) or delays caused by the other Party or any other circumstances beyond the Party’s reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party’s obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

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

29.7 Taxes.

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

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

and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

29.8 Non-Assignment. (a) A Party may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the other Party; provided that a Party may assign or transfer this Agreement to its Affiliate by providing prior written notice to the other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including, the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, a Party may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to an agreement with the other Party under Sections 251/252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.

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

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

29.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by facsimile; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this **Section 29.10**, to the following addresses of the Parties:

To Requesting Carrier:

Carol Pomponio
VP Regulatory and External Affairs
XO Michigan, Inc.
Two Easton Oval, 300
Columbus, OH 43219

To Ameritech:

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

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

29.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent, except as permitted by Applicable Law.

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

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

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

29.15 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including Articles XX, XXI, XXII, XXIV, and XXV, and Sections 3.9.4, 6.5, 10.11.3, 16.15, 16.17, 19.5.3, 21.4, 27.2, 27.3, 29.7, 29.11, and 29.14.

29.16 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. Except as specifically contained herein or provided by the FCC or the Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

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

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


29.19 Performance Measures. Intentionally left blank. See Amendment No. 1.

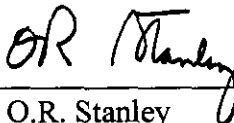
29.20 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Specifically, the Parties expressly acknowledge that the rates, terms and conditions of this Agreement shall supersede those existing arrangements of the Parties, if any. This Agreement is the exclusive arrangement under which the Parties may purchase from each other the products and services described in Sections 251 and 271 of Act and, except as agreed upon in writing, neither Party shall be required to provide the other Party a product or service described in Sections 251 and 271 of the Act that is not specifically provided herein. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

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

XO Michigan, Inc.

*Ameritech Michigan
By SBC Communications, Inc.
its authorized agent

By: 
Printed: R. Gerard Saleme
Title: Senior Vice-President
Date: 11/5/01

By: 
Printed: O.R. Stanley
Title: President – Industry Markets
Date: November 2, 2001

*Pursuant to Section 252(i) of the Federal Telecommunications Act of 1996 and Paragraph 43 of the SBC/Ameritech Merger Conditions, XO Michigan, Inc. has adopted the following has adopted the Interconnection Agreement between Ameritech Illinois and Focal Communications Corporation of Illinois for the State of Illinois ("the underlying Agreement") excluding the provisions for ISP reciprocal compensation and related terms and conditions, performance measures, provisions regarding toll free databases, LIDB database service, LNP query service, directory assistance, resale, number portability, pricing, arbitrated and state specific terms. The portions of the this Agreement that were voluntarily negotiated are included in Amendments Nos. 1 and 2. Since this Agreement is a sectional adoption of the existing Focal Illinois Agreement, the term "Effective Date" throughout the Agreement (excluding the title page and Section 28.2) shall mean the date 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 28.2 entitled "Amendment or Other Changes to the Act; Reservation of Rights" shall mean the 19th day of August, 2000.

WHEREAS by executing this MFN Agreement providing certain rates, terms and conditions, Ameritech Michigan 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 Michigan 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 Michigan further acknowledges 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 Michigan'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

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 Michigan 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 Michigan'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 Michigan 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 Michigan 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

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

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

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

“**Access Toll Connecting Trunks**” is as defined in Section 5.1.

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

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

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

“**Affiliate**” is As Defined in the Act.

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

“**Applicable Law**” is as defined in Section 19.2.

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

“**As Defined in the Act**” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“**As Described in the Act**” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

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

“Automatic Number Identification” or **“ANI”** means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to 9-1-1 and E9-1-1, “ANI” means a feature by which the calling party’s telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display and transfer office.

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

“Bellcore” means Bell Communications Research, Inc.

“Binding Forecast” is as defined in **Section 19.5.3**.

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

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

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

“Business Day” means a day on which banking institutions are required to be open for business in Lansing, Michigan.

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

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

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

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

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

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

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

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

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

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

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

“COBO” is as defined in Section 12.12.2(b).

“Collo Order” is as defined in Section 12.12.1.

“Collo Proposal” is as defined in Schedule 12.12, Section 2.1.

“Collo Response” is as defined in Section 12.12.1.

“Collocation” is As Described in the Act.

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

“Commission” means the Michigan Public Services 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 25.5.

“Contract Month” means a calendar month (or portion thereof) during the term of this Agreement. Contract Month 1 shall commence on the first day of the first calendar month following the Effective Date and end on the last day of that calendar month.

“Contract Services” is as defined in Section 10.1.2.

“Contract Year” means a twelve (12)-month period during the term of this Agreement commencing on the Effective Date and each anniversary thereof.

“Control Office” means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

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

“Customer” means a third-party end user that subscribes to Telecommunications Services provided at retail by either of the Parties.

“Customer Listing(s)” means a list containing the names, the telephone numbers, addresses and zip codes of Customers within a defined geographical area, except to the extent such Customers have requested not to be listed in a directory.

“Customer Name and Address Information” or **“CNA”** means the name, service address and telephone numbers of a Party’s Customers for a particular Exchange Area. CNA includes unpublished listings, coin telephone information and published listings.

“Customer Proprietary Network Information” is As Defined in the Act.

“Customer Usage Data” is as defined in Section 10.16.1.

“Data Management System” or **“DMS”** means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing (**“SR”**) and ALI features.

“Delaying Event” means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including, specifically, a Party’s failure to provide the other Party with accurate and complete Service Orders), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

“Delivery Date” is as defined in Sections 12.12.2(b) and 12.12.3(c).

“Derivative Information” is as defined in Section 20.1.1(b).

“Dialing Parity” is As Defined in the Act.

“Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

“Digital Signal Level 0” or **“DS0”** means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

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

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

“Disclosing Party” is as defined in Section 20.1.1.

“Dispute” is as defined in Section 27.3.

“Disputed Amounts” is as defined in Section 27.2.1.

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

“DSL” means Digital Subscriber Line.

“Effective Date” is the date indicated in the Preamble.

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

“E9-1-1” or **“Enhanced 9-1-1 (E9-1-1) Service”** provides completion of 9-1-1 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).

“equal in quality” is as defined in Section 3.6.

“Exchange Access” is As Defined in the Act.

“Exchange Area” means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

“Exchange Message Record” or **“EMR”** means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-

billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

“FCC” means the Federal Communications Commission.

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

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

“Fiber-Meet” means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party’s responsibility or service begins and the other Party’s responsibility ends.

“Force Majeure Event” is as defined in Section 29.5.

“Forecast Provider” is as defined in Section 19.5.3.

“Grandfathered Services” is as defined in Section 10.3.1.

“Hazardous Substances” is as defined in Section 19.4.

“HDSL” or **“High-Bit Rate Digital Subscriber Line”** means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary (**“2B1Q”**), Carrierless AM/PM, Discrete Multitone (**“DMT”**), or 3 Binary / 1 Octel (**“3B1O”**).

“Implementation Plan” is as defined in Section 18.2.

“Implementation Team” is as defined in Section 18.1.

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

“Information Service Traffic” means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party’s Information Services platform (e.g., 976).

“Initial Term” is as defined in Section 21.1.

“Insufficient Capacity” is as defined in Section 16.1.2.

“Integrated Digital Loop Carrier” means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

“Integrated Services Digital Network” or **“ISDN”** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

“Intellectual Property” means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

“Interconnection” is As Defined in the Act.

“Interconnection Activation Date” is as defined in **Section 2.1**.

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

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

“InterLATA” is As Defined in the Act.

“IntraLATA Toll Traffic” means all intraLATA calls other than Local Traffic calls.

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

“Line Information Database(s) (LIDB)” means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILECs and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

“Listing Update(s)” means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to Requesting Carrier without change of address, Listing Updates shall also include the Customer’s former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from Requesting Carrier to another LEC,

Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

“Local Access and Transport Area” or “LATA” is As Defined in the Act.

“Local Exchange Carrier” or “LEC” is As Defined in the Act.

“Local Loop Transmission,” “Unbundled Local Loop” or “Loop” means the transmission path which extends from the Network Interface Device or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in the Ameritech Serving Wire Center. Loops are defined by the electrical interface rather than the type of facility used.

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

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

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

“Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

“Main Distribution Frame” means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

“Make-Ready Work” means all work, including rearrangement or transfer of existing facilities or other changes required to accommodate Requesting Carrier's Attachments.

“MECAB” refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under

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

the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

“Meet-Point Billing” means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

“Multiple Bill/Single Tariff” means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access service.

“Network Element” is As Defined in the Act.

“Non-Electronic Order” is as defined in Section 10.13.2(b).

“North American Numbering Plan” or **“NANP”** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

“Number Portability” is As Defined in the Act.

“NXX” means the three-digit code which appears as the first three digits of a seven-digit telephone number.

“OBF” means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

“Occupancy Date” is as defined in Section 12.12.2(e).

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

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

“Physical Collocation” is As Defined in the Act.

“PIC” is as defined in Section 10.11.4.

“Plan” is as defined in Section 8.1.

“Premises” is As Defined in the Act.

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

“Primary Listing” means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available time among a series of lines shall be considered a single Customer entitled to a single primary listing. Ameritech will publish the Primary Listing of Requesting Carrier’s Wireless Customers’ listing at no charge provided that Wireless Customer’s listing NPA/NXX and service address fall within an identifiable Ameritech exchange. If the Customer’s listing NPA/NXX and service address does not fall within an identifiable Ameritech exchange, Requesting Carrier will pay the applicable white page directory rate for that Primary Listing as well as all other Listings in addition to the Primary Listing. For resold Centrex Service, Ameritech will furnish one (1) Primary Listing for each resold Centrex System. For other resold services, Ameritech will furnish Primary Listings, if any, as described in the applicable tariffs or Ameritech Catalog.

“Proprietary Information” is as defined in Section 20.1.1.

“Provisioning EI” is as defined in Section 10.13.2(a).

“Public Safety Answering Point” or **“PSAP”** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

“Publisher” means Ameritech’s White Pages Directories publisher.

“Rate Center” means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the boundaries of an Exchange Area as defined by the Commission.

“Receiving Party” is as defined in Section 20.1.1.

“Reciprocal Compensation” is As Described in the Act.

“Referral Announcement” is as defined in Article XVII.

“Renewal Term” is as defined in Section 21.1.

“Requesting Carrier Directory Customer” is as defined in Section 15.1.

“Resale Implementation Questionnaire” means that certain document that contains Requesting Carrier information that allows Ameritech to populate its systems and tables so that Requesting Carrier can be established in Ameritech’s internal system, a copy of which has been provided to Requesting Carrier.

“Resale Services” is as defined in Section 10.1.

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

“Routing Point” means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the **“RP Practice”**), the Routing Point (referred to as the **“Rating Point”** in such RP Practice) may be an End Office Switch location, or a **“LEC Consortium Point of Interconnection”**. Pursuant to such RP Practice, each **“LEC Consortium Point of Interconnection”** shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10 and 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

“Selective Routing” or **“SR”** means an E9-1-1 feature that routes an E9-1-1 call from a Control Office to the designated Primary PSAP based upon the identified number of the calling party.

“Service Agency” means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E9-1-1 Telecommunications Service for the purpose of voice-reporting emergencies by the public.

“Service Control Point” or **“SCP”** is As Defined in the Act.

“Service Line” means a telecommunications link from the Central Office terminating at the PSAP.

“Service Start Date” means the later of the following: (i) the date after which Requesting Carrier has been certified as a LEC by the Commission and is authorized in the state of Michigan to provide the local Telephone Exchange Services contemplated under this Agreement (ii) the date Requesting Carrier has completed and delivered to Ameritech the Resale Implementation

Questionnaire and Ameritech has populated its billing systems with the information contained therein and (iii) the date on which the Parties mutually agree that Ameritech shall begin to provision services in accordance with the terms and conditions of this Agreement or (iv) the date on which (x) the Commission approves this Agreement under Section 252(e) of the Act or (y) absent such Commission approval, this Agreement is deemed approved under 252(e)(4) of the Act.

“Serving Wire Center” means the Ameritech Wire Center which would normally serve the Customer location with Ameritech’s basic exchange service.

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

“Sunsetted Services” is as defined in Section 10.3.2.

“Switched Access Detail Usage Data” means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

“Switched Access Summary Usage Data” means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

“Switched Exchange Access Service” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

“Synchronous Optical Network” or **“SONET”** means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

“Technical Reference Schedule” is the list of technical references set forth in Schedule 2.3.

“technically feasible point” is As Described in the Act.

“Telecommunications” is As Defined in the Act.

“Telecommunications Act” means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

“Telecommunications Assistance Program” means any means-tested or subsidized Telecommunications Service offering, including Lifeline, that is offered only to a specific category of subscribers.

“Telecommunications Carrier” is As Defined in the Act.

“Telecommunications Service” is As Defined in the Act.

“Telephone Exchange Service” is As Defined in the Act.

“Telephone Relay Service” means a service provided to speech and hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient’s response to the speech or hearing-impaired caller.

“Telephone Toll Service” is As Defined in the Act.

“Unauthorized Switching” is as defined in Section 10.11.2(a).

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

“Virtual Collocation” is As Defined in the Act.

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

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

**SCHEDULE 2.1
IMPLEMENTATION SCHEDULE
Michigan**

1. Interconnection

LATA	Ameritech Interconnection Central Office (AICO)	Requesting Carrier Interconnection Central Office (RICO)	Interconnection Activation Date*
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2. Access to unbundled Network Elements.

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

SCHEDULE 2.2

BONA FIDE REQUEST

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

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

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

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

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

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

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

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

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

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

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

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

**FORM OF
BONA FIDE REQUEST FORM**

Attachment 1

1) Requested by

(Company Name)

(Address)

(Contact Person)

(Facsimile Number)

(Phone Number)

(Date of Request)

(Optional: E-Mail Address)

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

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

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

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

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

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

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

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

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

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

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

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

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

- Request for Interconnection.
- Request for access to an unbundled network that is not currently provided to you.
- Request for Collocation where there is no space available for either Physical Collocation or Virtual Collocation in the requested Ameritech Central Office.
- Request for a new or custom dialing parity arrangement.
- New service or capability that does not fit into any of the above categories.

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

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

- \$2000 deposit included with Request; provided, that the responsibility of [Requesting Carrier] for Ameritech's costs for Ameritech's Preliminary Analysis shall not exceed this deposit.
- No deposit is made and [Requesting Carrier] agrees to pay Ameritech's total Preliminary Analysis costs incurred up to and including the date Ameritech receives notice of cancellation.

By submitting this Request, [Requesting Carrier] agrees to promptly compensate Ameritech for any costs it incurs to process this Request, including costs to analyze, develop, provision, and price the Request, up to and including the date the Ameritech BFR Manager receives our written cancellation.

[Requesting Carrier] also agrees to compensate Ameritech for any costs incurred by Ameritech if [Requesting Carrier] fails to authorize Ameritech to proceed with development of the Request within 30 days of receipt of the 30-day notification, or Requesting Carrier fails to order the Request within 30 days, in accordance with the final product quotation.

[Requesting Carrier]

by: _____
its: _____

SCHEDULE 2.3

TECHNICAL REFERENCE SCHEDULE

Unbundled Local Network Elements

Unbundled Local Loop Transmission

Bellcore TA-NWT-000393

ANSI T1.413-1995 Specifications, updated (1998) Issue 2

AM TR-TMO-000122

AM TR-TMO-000123

Bellcore TR-NWT-000393

ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy
- Electrical Interfaces

Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7

ANSI T1E1 Committee Technical report Number 28

ANSI T1.601-1998 for ISDN.

Interoffice Transmission Facilities

AM TR-NIS-000111

AM RT-NIS 000133

ANSI T1.101-1994, American National Standard for Telecommunications -Synchronization
Interface Standard Performance and Availability

ANSI T1.102-1993, American National Standard for Telecommunications - Digital
Hierarchy - Electrical Interfaces

ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous
Optical Network (SONET) - Basic Description including Multiplex Structure, Rates
and Formats

ANSI T1.105.01-1995, American National Standard for Telecommunications -Synchronous
Optical Network (SONET) - Automatic Protection Switching

ANSI T1.105.02-1995, American National Standard for Telecommunications -Synchronous
Optical Network (SONET) - Payload Mappings

ANSI T1.105.03-1994, American National Standard for Telecommunications -Synchronous
Optical Network (SONET) - Jitter at Network Interfaces

ANSI T1.105.03a-1995, American National Standard for Telecommunications -Synchronous
Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement

ANSI T1.105.04-1995, American National Standard for Telecommunications -Synchronous
Optical Network (SONET) - Data Communication Channel Protocols and
Architectures

ANSI T1.105.05-1994, American National Standard for Telecommunications -Synchronous
Optical Network (SONET) - Tandem Connection

ANSI T1.106-1988, American National Standard for Telecommunications - Digital
Hierarchy - Optical Interface Specifications (Single Mode)

ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications

ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications)

ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications

ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach)

ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications

ANSI T1.119.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment

ANSI T1.119.02-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment

ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring

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Interconnection

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

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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)

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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
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Collocation

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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
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TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)
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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)

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TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)
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Long Term Number Portability (LNP)

T1 Technical Requirements No. 1, April 1999, Technical Requirements for Number Portability {{SPA}} Operator Services Switching Systems
T1 Technical Requirements No. 2, April 1999, Technical Requirements for Number Portability {{SPA}} Switching Systems
T1 Technical Requirements No. 3, April 1999, Technical Requirements for Number Portability {{SPA}} Database and Global Title Translation
T1 Technical Requirements No. 4, July 1999, Technical Requirements for Number Pooling Using Number Portability
ANSI T1.113-1995, American National Standard for Telecommunications - Signalling System No. 7 (SS7) - Integrated Services Digital Network (ISDN) User Part
ANSI T1.660-1998, American National Standard for Telecommunications {{SPA}} Signalling System No. 7 (SS7) - Call Completion to a Portable Number - Integrated Text
ANSI T1.667-1999, American National Standard for Telecommunications - Intelligent Network

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

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

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

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

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

SCHEDULE 7.1

BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES

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

1.0 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 BILLING AND COLLECTION SERVICES

2.1 Billing Services

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

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

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

2.2 Collection Services

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

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

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

2.3 Administration.

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

3.0 COMPENSATION TO REQUESTING CARRIER

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

4.0 CHANGES TO PROVIDER'S SERVICES AND RATES

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

5.0 SETTLEMENT WITH REQUESTING CARRIER

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

- a. All charges due Requesting Carrier under **Section 3.0** of this **Schedule 7.1**;
- b. Amounts declared Uncollectible as provided in **Section 7.0** of this **Schedule 7.1**;
- c. Adjustments as provided in **Section 6.0** of this **Schedule 7.1**;
- d. Taxes collected from Customer.

Requesting Carrier shall provide Ameritech with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and Customer taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement is due to Ameritech by the fifth Business Day of every month. Payment amounts owed to Ameritech by Requesting Carrier shall be due within thirty (30) days from the date of the monthly statement. Late

charges on past due amounts shall accrue interest at the rate set forth in **Section 26.4** of this Agreement.

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

6.0 ADJUSTMENTS

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

7.0 UNCOLLECTIBLES

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

8.0 TAXES

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

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

9.0 BLOCKING

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

EXHIBIT A

Daily Usage Information

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

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

EXHIBIT B

Requesting Carrier Compensation

Rate per billed message:

\$0.03

EXHIBIT C

Provider's Information

Initial Notification:

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

Requesting Carrier _____

Contact Name _____

Phone Number _____

Fax Number _____

Pager Number _____

Address _____

City/State _____

Zip Code _____

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

Updates:

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

EXHIBIT D

General Information on Blocking

- Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.
- Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.

- Access to 976 services is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a Customer can be connected to parties other than the IP for the purpose of establishing a conference call.
- Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.
- Collect and person-to-person calls to CPP/C and CPP/P are not allowed.
- Calls from WATS, hotel/motel, Ameritech Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.
- 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.
- Call Blocking will be provided only where CO facilities permit.
- Call Blocking may not be limited to specific programs.
- Call Blocking does not block calls to other telephone companies' numbers.
- Call Blocking does not block long distance charges.
- Requesting Carrier reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's services.
- The first time a Customer specifically disputes Pay-Per-Call charges, Customer must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on Customer's bill. Inform Customer that the Information Provider may pursue collection of charges directly with Customer.
- After the Customer specifically disputes charges, inform Customer that mandatory blocking will be established on Customer's line and disputed amount is adjusted accordingly on Customer's bill. Inform Customer that the Information Providers may pursue collection of charges directly with Customers.
- Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after first request.
- On the database, Adjustments granted as the result of poor transmission, call not completed or calls completed due to failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the Ameritech entity code (R or NBT).
- Blocking must be imposed on those Customers who refuse to pay legitimate Per-Per-Call charges, to the extent permitted under Applicable Law.

SCHEDULE 7.7.2

OS/DA

Operator Services

- A. Definitions - Operator Services consist of the following services.
1. Manual Call Assistance - manual call processing with operator involvement for the following services:
 - a. Calling card - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
 - b. Collect - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
 - c. Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.
 - d. Operator assistance - providing local and intraLATA operator assistance for the purposes of:
 - 1) assisting Customers requesting help in completing calls or requesting information on how to place calls;
 - 2) handling emergency calls;
 - 3) verifying “no answer” and “busy” (“BLV”) conditions for the Customer;
 - 4) interrupting calls in progress for Customer (“BLVI”);
 - 5) providing local and intraLATA operator assisted call rate information; and
 - 6) handling person to person calls.
 - e. Operator Transfer Service (OTS) - calls in which the Customers dials “0” and is connected to an Ameritech operator and then requests call routing to an IXC subscribing to OTS. The operator will key the

IXC's digit carrier identification code to route the Customer to the requested IXC's point of termination.

2. Automated Call Assistance - mechanized call processing without operator involvement for the following services:
 - a. Merchanized calling card service (MCCS) - the Customer dials 0 and a telephone number, and responds to prompts to complete the billing information
 - b. Ameritech Alternatively Billed Services (AABS) - the Customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information (Requesting Carrier branding not currently available). Collect, Calling Card and third number calls can be completed.
 - c. Automated coin toll services (ACTS) - ACTS calculates charges, relates the charge to the Requesting Carrier, and monitors coins deposited before connecting the 1+ intraLATA call.
 3. Line Information Database (LIDB) Validation - mechanized queries to a LIDB for billing validation.
 4. Branding - the ability, when available, to put Requesting Carrier's brand on the front end of an OS call that is directly trunked into Ameritech's OS switch. "Customer Branding" provides the ability, when available, to put Requesting Carrier's brand on that portion of the OS call going out to the called/billed party.
- B. Rate Application - Ameritech will provide Operator Services and will bill Requesting Carrier the applicable rates on a monthly basis, in accordance with the following methodology:
1. Operator Assistance - operator call occurrences multiplied by the per call rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.
 2. Automated Call Assistance (MCCS, AABS and ACTS) - call occurrences multiplied by the per call occurrence rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.
 3. LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate, except as provided in B.5. Total validation occurrences shall include all validations whether or not the call is completed.
 4. Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (OSCAS).

OSCAS utilizes TOPS AMA recordings to produce monthly summaries of mechanized and manual call occurrences.

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

C. Rate Table

See Item X of the Pricing Schedule.

Directory Assistance

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

1. Home NPA Directory Assistance - those calls in which the Customer dials "1+ 411", "411", "1+555-1212" or "555-1212" or "1+Area Code +555-1212" or such other numbers as designed by Requesting Carrier to obtain Directory Assistance for local numbers located within its NPA.^{2/}
2. Information Call Completion - provides a Customer who has accessed the Directory Assistance service and has received a number from the Audio Response Unit (ARU), the option of having the call completed by pressing a specific digit on a touch tone telephone.
3. Branding - the ability to put messages on the front end of a DA call that is directly trunked into Ameritech's DA switch.

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

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

SCHEDULE 9.2.1

LOCAL LOOPS

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

1.0 Introduction

- 1.1 Ameritech Michigan agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.
- 1.2 Nothing in this Attachment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Attachment also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

2.0 Definitions

- 2.1 For purposes of this Attachment, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 Replaced by language in UNE Remand, DSL Amendment, Section 1.8.
- 2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line)A "DSL-capable loop" is a loop that supports the transmission of DSL technologies

- 2.4 A "DSL-Capable Loop" is a loop that supports the transmission of DSL technologies.
- 2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.
- 2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.

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

- 3.1 Ameritech Michigan is not in any way permitted to limit xDSL capable loops in favor of provisioning ADSL.
- 3.2 Ameritech Michigan will not impose limitations on the transmission speeds of xDSL services. Ameritech Michigan will not restrict the CLECs services or technologies to a level at or below those provided by Ameritech Michigan.
- 3.3 Ameritech Michigan will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.
- 3.4 Ameritech Michigan shall not deny a CLEC's request to deploy any loop technology that is presumed acceptable for deployment, or one that is addressed in Section 4.5 of this Attachment, unless it has demonstrated to the Commission that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. Ameritech Michigan will provide CLEC with notice prior to seeking relief from the Commission under this Section.
- 3.5 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to Ameritech Michigan and the Commission before or at the time of their request to deploy that technology in Texas. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. The terms of this paragraph do not apply during the Trial Period referenced in Section 4.5 below.

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

3.7 Liability

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

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

3.8 Indemnification

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

3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of

defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on Indemnitee's facilities and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

- 3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.
- 3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnitee liability.
- 3.9 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on gross negligence or intentional misconduct.

4.0 Unbundled xDSL-Capable Loop Offerings

- 4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 – 4.1.5 below, CLEC will, at the time of ordering, notify Ameritech Michigan as to the type of PSD mask CLEC intends to use and will notify Ameritech Michigan if and when a change in PSD mask is made.
- 4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a Ameritech Michigan central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards

such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridged tap in excess of 2,500 feet in length). The loop may retain existing repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 2-Wire Analog Loop shall apply to this 2-Wire xDSL Loop.

- 4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps. The rates for the 2-Wire Digital Loop are set forth in Section 11.1 below.
- 4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a Ameritech Michigan central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or excessive bridged tap (bridge tap in excess of 2,500 feet in length). The loop may retain existing repeaters at CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of xDSL loops. A portion of an xDSL loop may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations. The rates set forth in Section 11.1 for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.
- 4.1.4 4-Wire Digital Loop: A 4-Wire Digital Loop for purposes of this Section is a 1.544 Mbps loop that will support DS1 service including Primary Rate ISDN (PRI). The 4-Wire Digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps. The rates for the 4-Wire Digital Loop are set forth in Section 11.1 below.
- 4.1.5 Sub-Loop: In locations where Ameritech Michigan has deployed (1) Digital Loop Carrier ("DLC") systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive two voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, Ameritech Michigan will make the following options available to CLEC. In these three situations above, where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provision of xDSL and allow CLEC to offer the same level of quality for advanced services, CLEC has the option of requesting that Ameritech Michigan make copper facilities available (subject to Section 4.2 below). In addition, CLEC has the option of collocating a Digital

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

- 4.2 Ameritech Michigan shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities are not available. This shall not apply where physical facilities are available, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC.
- 4.3 Ameritech Michigan will not impose limitations on the transmission speeds of xDSL services. Ameritech Michigan will not restrict the CLEC's services or technologies to a level at or below those provided by Ameritech Michigan. For each loop, CLEC should at the time of ordering notify Ameritech Michigan as to the type of PSD mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify Ameritech Michigan. Likewise, Ameritech Michigan should disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. Ameritech Michigan will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide Ameritech Michigan with a technical description of the technology (including power mask) for the inventory purposes. Ameritech Michigan will keep such information confidential and will take all measures to ensure that CLEC deployment information is neither intentionally nor inadvertently revealed to any part of Ameritech Michigan's retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 9.1 below.
- 4.4 In the event that Ameritech Michigan rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML

facility issues, Ameritech Michigan will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, Ameritech Michigan will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

- 4.5 Ameritech Michigan will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
 - 4.5.1 Upon request by CLEC, Ameritech Michigan will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
 - 4.5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, Ameritech Michigan will provide a loop to support the new technology for CLEC as follows:
 - 4.5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment] , then Ameritech Michigan will provide with the xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed. Ameritech Michigan's ordering procedures will remain the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.
 - 4.5.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop [as defined in this Attachment], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- 4.6 Technologies deployed on copper loops must be in compliance with applicable national industry standards; provided, however, CLEC can deploy technologies

under Section 4.5 above for which applicable national standards have not been adopted.

- 4.7 If Ameritech Michigan or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then Ameritech Michigan or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that Ameritech Michigan or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.
- 4.8 Ameritech Michigan shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use.
- 4.9 Ameritech Michigan shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL that would adversely affect wholesale xDSL services or xDSL providers.

5.0 Operational Support Systems: Loop Make-Up Information and Ordering

- 5.1 General: Ameritech Michigan will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions as stated in the SBC Plan of Record filed with the FCC on December 7, 1999, or any subsequent revisions or additions to the Plan. This provision will not be construed as an admission by CLEC that the Plan of Record is sufficient. In the interim, manual loop make-up data will be provided as set forth below. In accordance with the FCC's UNE Remand order, CLEC will be given nondiscriminatory access to the same OSS functions that Ameritech Michigan is providing any other CLEC and/or Ameritech Michigan or its advanced services affiliate.
- 5.2 Loop Pre-Qualification: Subject to 5.1 above, Ameritech Michigan's pre-qualification system will provide a near-real time response to CLEC queries. Until replaced with OSS access as provided in 5.1, Ameritech Michigan will provide mechanized access to a loop length indicator via Verigate and Datagate for use with xDSL-based or other advanced services. The loop length indicator is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC.

- 5.3 Loop Qualification: Subject to 5.1 above, Ameritech Michigan will develop and deploy enhancements to its existing Datagate and EDI interfaces that will allow CLECs, as well as Ameritech Michigan's retail operations or its advanced service subsidiary, to have real-time electronic access as a preordering function to the loop makeup information, subject to the following:
- 5.3.1 For loops ordered under 12,000 feet in length, Ameritech Michigan will provide a One-Step Process so that no loop qualification shall be required;
- 5.3.2 In addition, no loop qualification shall be required for the 2-Wire Digital Loop (e.g., ISDN/IDSL) referenced in Section 4.1.2 above; and
- 5.3.3 If a CLEC elects to have Ameritech Michigan provide loop makeup information through a manual process for xDSL loops not addressed in Sections 5.4.1 and 5.4.2 above, then the interval will be 3-5 business days, or the interval provided to Ameritech Michigan's affiliate, whichever is less.
- 5.4 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps, load coils, and repeaters; (e) the presence of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups.
- 5.4.1 In accordance with the UNE Remand Order, where Ameritech Michigan has not compiled loop qualification information for itself, Ameritech Michigan is not required to conduct a plant inventory and construct a database on behalf of requesting carriers. If Ameritech Michigan has manual access to this sort of information for itself, or any affiliate, Ameritech Michigan will provide access to it to CLEC on a non-discriminatory basis. To the extent Ameritech Michigan has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface. The Parties will meet and agree to the appropriate rate for such information if not included in this Agreement. If an agreement cannot be reached, Ameritech Michigan will provide such information and the Parties will resolve the matter through the dispute resolution procedures set forth in this Agreement.

6.0 Provisioning

- 6.1 CLEC shall designate, at the CLEC's sole option, what loop conditioning Ameritech Michigan is to perform in provisioning the xDSL loop or subloop on the loop order. Conditioning may be ordered on loop(s) or subloop(s) of any

length at the Loop conditioning rates set forth in Section 11.4. The loop or subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.

- 6.2 The provisioning and installation interval for a xDSL-capable loop, where no conditioning is requested (including outside plant rearrangements that involve moving a workings service to an alternate pair as the only possible solution to provide a DSL-capable loop), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to Ameritech Michigan's tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL-capable loops where conditioning is requested or outside plant rearrangements are necessary, as defined above), on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to Ameritech Michigan's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 6.3 Subsequent to the initial order for a xDSL capable loop or subloop, additional conditioning may be requested on such loop at the rates set forth below and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received within twenty-four (24) hours of the initial order for a xDSL-capable loop, no service order charges shall be assessed, but the due date may be adjusted as necessary as agreed to by the parties. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 6.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth herein.
- 6.5 Ameritech Michigan shall keep CLEC deployment information confidential from Ameritech Michigan's retail operations, any Ameritech Michigan affiliate, or any other CLEC.

7.0 Acceptance Testing

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

- 7.2 Should CLEC desire Cooperative Acceptance Testing, CLEC shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Cooperative Acceptance Testing will be conducted at the time of installation of the service request.
- 7.3 Acceptance Testing Procedure:
- 7.3.1 Upon delivery of a loop to/for CLEC, Ameritech Michigan's field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free CLEC number to initiate performance of a series of cooperative tests.
- 7.3.1.1 Except for ISDN loops that are provisioned through repeaters or digital loop carriers, the test requires the Ameritech Michigan field technician to provide a solid short across the tip and ring of the circuit and then open circuit the loop.
- 7.3.1.2 For ISDN (very low band symmetric) loops that are provisioned through repeaters or digital loop carriers, the Ameritech Michigan field technician will not perform a short or open circuit.
- 7.3.2 If the loop passes Cooperative Acceptance Test for loop continuity test parameters defined by this Agreement for xDSL loops, CLEC will provide Ameritech Michigan with a confirmation number and Ameritech Michigan will complete the order. CLEC will be billed for the Cooperative Acceptance Test as specified below under Acceptance Testing Billing.
- 7.3.3 If the Cooperative Acceptance Test fails loop continuity test parameters defined by this Agreement for xDSL loops, the LOC technician will take reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work at such office. If the problem cannot be quickly resolved, Ameritech Michigan will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, Ameritech Michigan will contact CLEC to repeat the Cooperative Acceptance Test. When the aforementioned test parameters are met, CLEC will provide Ameritech Michigan with a confirmation number and Ameritech Michigan will complete the order. Ameritech Michigan will not complete an order that fails Acceptance Testing.
- 7.3.4 Since CLEC's test equipment cannot send signals through repeaters or digital loop carriers, CLEC will accept ISDN loops without testing the complete circuit. Consequently, Ameritech Michigan agrees that should CLEC open a trouble ticket on such a loop within ten (10) business days (that is the fault of Ameritech Michigan), Ameritech Michigan will adjust CLEC's bill and refund the recurring

charge of such a loop until Ameritech Michigan has resolved the problem and closed the trouble ticket.

7.3.5 Ameritech Michigan will be relieved of the obligation to perform Acceptance Testing on a particular loop and will, assume acceptance of the loop by CLEC when CLEC places the LOC on hold for over ten (10) minutes. In that case, Ameritech Michigan may close the order utilizing existing procedures. If no trouble ticket is opened on that loop within 24 hours, Ameritech Michigan may bill CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section B below. If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from Ameritech Michigan error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and Ameritech Michigan will perform testing of such a loop under the terms and conditions of a repair request. If such loop is found by Ameritech Michigan to not meet loop continuity test parameters defined herein, Ameritech Michigan will not charge for acceptance testing done on the repair call.

7.3.6 If a trouble ticket is opened within 24 hours of a loop order completion, and the trouble is determined to be Ameritech Michigan's error, then the loop will not be counted as a successful completion for the purposes of the calculations discussed in Section B.1 below.

7.3.7 Both Parties will work together to implement Cooperative Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require Ameritech Michigan to expend additional time and expense.

7.4 Acceptance Testing Billing

7.4.1 CLEC will be billed for Acceptance Testing upon the effective date of this Agreement for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, CLEC may indicate that it believes that Ameritech Michigan is failing to install loops with loop continuity and ordered conditioning eighty percent (80%) of the time within the committed intervals.

7.4.1.1 If sampling establishes that Ameritech Michigan is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time, Ameritech Michigan may continue charging for Acceptance Testing for all loops that are properly installed the first time. If Ameritech Michigan is not correctly provisioning loops eighty percent (80%) of the time, or greater, then CLEC will not be billed for

Acceptance Testing for the next 90 days. Immediately after the effective date of this agreement, the Parties will negotiate in good faith to agree to a method for sampling 100 random install orders; provided, however, the Parties agree that none of the orders included in such sampling shall be orders placed within the first thirty (30) days of CLEC's entry into any Metropolitan Statistical Area ("MSA").

7.4.1.1.1 ISDN Loops that have trouble tickets (that are Ameritech Michigan's fault) opened within 10 business days will be considered failures.

7.4.1.1.2 Loops that are successfully installed as a result of corrective action taken after acceptance testing will be considered failures.

7.4.1.2 In any calendar month after the 90 day no charge period, Ameritech Michigan may request that another random sample of 100 install orders be reviewed. If the sample determines Ameritech Michigan is provisioning loops correctly eighty percent (80%) of the time or greater, billing will resume.

7.4.1.3 Even if Ameritech Michigan is in period which it may bill for Acceptance Testing, Ameritech Michigan will not bill for the Acceptance Testing for loop installs that did not pass, the first time, the test parameters defined by this Agreement for xDSL loops. Ameritech Michigan will not bill for loop repairs when the repair was Ameritech Michigan problem.

7.4.1.4 Beginning November 1, 2000, Ameritech Michigan delivery commitment changes to 90%.

7.4.2 The charges for Acceptance Testing shall be \$33.51 as specifically listed in Section 13.4.8(A) of the commission-ordered FCC Tariff No. 73. CLEC will use the USOC(s) UBCX+ for basic time. If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price. If the tariff rate changes, the parties will negotiate in good faith to determine if the tariff rate changes should apply to acceptance testing.

7.4.3 Repairs

7.4.3.1 The parties will negotiate in good faith to arrive at terms and conditions for acceptance testing on repairs

8.0 Service Quality and Maintenance

8.1 Ameritech Michigan will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee

basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by Ameritech Michigan beyond these parameters will be billed on a time and materials basis at Access Tariff 73 rates.

- 8.2 Maintenance, other than assuring loop continuity, line balance, and verifying suitability for POTS, on unconditioned or partially conditioned loops in excess of 12,000 feet, will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where CLEC has requested that no conditioning be performed, Ameritech Michigan's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, Ameritech Michigan will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.
- 8.3 Each xDSL-Capable Loop offering provided by Ameritech Michigan to CLEC will be at least equal in quality and performance as that which Ameritech Michigan provides to itself or to an affiliate.

9.0 Spectrum Management

- 9.1 CLEC will advise Ameritech Michigan of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. The CLEC, at its option and without further disclosure to Ameritech Michigan, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify Ameritech Michigan as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify Ameritech Michigan as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.
- 9.2 Ameritech Michigan agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. Ameritech Michigan will not use Selective Feeder Separation (SFS) and will remove any restrictions imposed by Ameritech Michigan on use of pairs for non-ADSL xDSL services. Ameritech Michigan will not deny any loops on the basis of binder group management designations or business rules created in Ameritech Michigan LFACS and LEAD databases or limit the deployment of xDSL services to certain pair ranges, with the exception of binder groups containing AMI T1 services. Ameritech Michigan may not segregate xDSL technologies into designated binder groups without Commission review and approval. Where Ameritech Michigan has already implemented BGM or reserved loop complements, Ameritech Michigan must open those binder groups to all xDSL services and all xDSL providers. Ameritech Michigan shall not deny CLEC a loop based upon spectrum management issues,

subject to 9.3 below. In all cases, Ameritech Michigan will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by Ameritech Michigan, as well as competitively neutral as between different xDSL services. Where disputes arise, Ameritech Michigan and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, Ameritech Michigan will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

- 9.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, Ameritech Michigan and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies. If there is any dispute between the Parties with respect to this Section, Ameritech Michigan will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.
- 9.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if Ameritech Michigan and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then Ameritech Michigan and/or CLEC must bring the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

10.0 Reservation of Rights

The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, or the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147 or

the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), or any other proceeding, the Parties shall expend diligent efforts to arrive at an agreement on conforming modifications to this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

SCHEDULE 9.2.2

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are Ameritech transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Central Offices owned by Ameritech or between Central Offices owned by Ameritech and Requesting Carrier, as provided on this **Schedule 9.2.2**.

1. Subject to **Section 1.4** below, Ameritech shall make available to Requesting Carrier access to the following types of unbundled Interoffice Transmission Facilities:

1.1. Unbundled Dedicated Interoffice Transmission Facilities (“**Dedicated Transport**”) are dedicated facilities connecting two Ameritech Central Offices that utilize Ameritech transmission equipment and that provide Requesting Carrier exclusive use of such facilities. In each Central Office, Requesting Carrier will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Central Office. Requesting Carrier may combine this facility with other unbundled Network Elements it purchases from Ameritech. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2. “**Unbundled dedicated entrance facility**” is a dedicated facility connecting Ameritech’s transmission equipment in the Ameritech Central Office in the Serving Wire Center with Requesting Carrier’s transmission equipment in Requesting Carrier’s Central Office.

1.3. Ameritech shall be required to make available to Requesting Carrier access to unbundled Interoffice Transmission Facilities (i) between its End Offices, and (ii) between any of its Central Offices and (x) Requesting Carrier’s Central Offices or (y) any other third party’s Central Offices, only where such interoffice facilities exist at the time of Requesting Carrier’s request.

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

- 1.1 Requesting Carrier may order, from Ameritech, multiple individual Network Elements on a single order without the need to have Requesting Carrier send an order for each such Network Element if such Network Elements are for (i) the same element, (ii) a single type of service (i.e., same NC/NCI code), (iii) a single location, and (iv) the same account and Requesting Carrier provides on the order the same detail as required when such Network Elements are ordered individually.
- 1.2 Ameritech shall provide provisioning services to Requesting Carrier Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. Requesting Carrier may request Ameritech to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If Requesting Carrier requests that Ameritech perform provisioning services at times or on days other than as required in the preceding sentence, Ameritech shall quote, within three (3) Business Days of Requesting Carrier's request, a cost-based rate for such services. If Requesting Carrier accepts Ameritech's quote, Ameritech shall perform such provisioning services.
- 1.3 Ameritech shall provide a Single Point of Contact ("**SPOC**") for ordering and provisioning contacts and order flow involved in the purchase and provisioning of Ameritech's unbundled Network Elements. The SPOCs shall provide an electronic interface 5:30 a.m. to 10:30 p.m., CST, Monday through Friday and 5:30 a.m. to 6:00 p.m., CST on Saturdays. Each SPOC shall also provide to Requesting Carrier a telephone number (operational from 8:00 a.m. to 5:00 p.m. CST, Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Ameritech's unbundled Network Elements.
- 1.4 Ameritech shall provide to Requesting Carrier a single point of contact (the "**Unbundling Ordering Center**") for ordering unbundled Network Elements. A telephone number will be provided from 7:00 a.m. to 5:00 p.m. CST, Monday through Friday. This Unbundling Ordering Center is responsible for order acceptance, order issuance, and return of the Firm Order Confirmation (FOC) to Requesting Carrier as specified in this **Schedule 9.5**.

In addition, Ameritech shall provide to Requesting Carrier a single point of contact (the “**Network Element Control Center**” or “**NECC**”) for all provisioning, maintenance and repair.

- 1.5 Ameritech will recognize Requesting Carrier as the Customer of Record of all Network Elements ordered by Requesting Carrier and will send all notices, invoices and pertinent Customer information directly to Requesting Carrier.
- 1.6 For those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier with a FOC for each order within forty-eight (48) hours of Ameritech’s receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC shall contain the order number(s), circuit identifications, physical Interconnection, quantity, and Ameritech confirmation date for order completion, subject to facility and assignment availability (the “**Confirmation Due Date**”), which Confirmation Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.7 Upon work completion, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier electronically with a completed order confirmation per order that states when that order was completed.
- 1.8 As soon as identified, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.
- 1.9 If Requesting Carrier is electronically bonded, as soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech’s Confirmation Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for an unbundled Network Element. Ameritech shall indicate its new Confirmation Due Date as soon as such date is available.
- 1.10 For orders of Network Elements (and NP with the installation of a Loop) that require coordination among Ameritech, Requesting Carrier and Requesting Carrier’s Customer, Requesting Carrier shall be responsible for any necessary coordination with the Requesting Carrier Customer.
- 1.11 Ameritech will expedite Requesting Carrier’s orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet

a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.

- 1.12 Ameritech's obligation to process Requesting Carrier's Non-Electronic Orders for unbundled Network Elements, and the rates, terms and conditions applicable to such orders, shall be as described in **Section 10.13.2(b)**.
- 1.13 To the extent that there is any conflict between the terms and conditions of Schedule 9.2.1 and this Schedule 9.5, the terms and conditions of Schedule 9.2.1 shall prevail.

2.0 Conversion of Special Access Circuits.

Ameritech will convert Requesting Carrier's Special Access Circuits to UNEs pursuant to FCC Rule 315(b), under the conditions outlined below.

2.0.1 A special access circuit will qualify for conversion if it meets one of the three following criteria:

2.0.1.1 Requesting Carrier is the exclusive provider of the end user's local exchange service and the loop transport combination originates at a customer's premises and terminates at Requesting Carrier's collocation arrangement. This option does not allow loop/transport combinations to be connected to Ameritech services.

2.0.1.2 Requesting Carrier provides local exchange and exchange access service to the end user customer and handles at least one-third of the end user's local traffic measured as a percent of total end user customer lines; and for DS1 level and above, at least 50 percent of the activated channels on the loop portion of the loop and transport combination have at least 5 percent local voice traffic individually, and the entire facility has at least 10 percent of the local voice traffic; and the loop/transport combination originates at a customer's premises and terminates at Requesting Carrier's collocation arrangement. If the unbundled loop/transport combination includes multiplexing (e.g., DS1 multiplexed to DS3 level),

each of the individual DS1 facilities must meet the criteria for this option in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment. This option does not allow loop/transport combination to be connected to Ameritech services.

2.0.1.3 At least 50 percent of the activated channels are used to provide originating and terminating local dial tone service and at least 50 percent of the traffic on each of these local dial tone channels is local voice traffic (measured based on Ameritech's local exchange area) and the entire loop facility has at least 33 percent local voice traffic. If a loop/transport combination includes multiplexing, each of the multiplexed channels must meet the above criteria for this option. For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 circuits must meet the above criteria for this option in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment. This option does not allow loop/transport combinations to be connected to Ameritech services.

2.0.1.4 For the purpose of this section, Ameritech collocation arrangements in Focal offices located at 200 N. LaSalle St. Chicago, Michigan, and at 1305 E. Algonquin Rd., Arlington Heights, Michigan, shall be considered "Requesting Carrier collocation arrangements."

2.0.2 Requesting Carrier must certify that the special access circuits for which it has submitted the orders to convert meet the criteria set forth in Section 2.1.1 above.

2.0.3 Requesting Carrier must pay any applicable termination charges for the special access circuits that may be terminated early in order to convert to UNEs.

2.0.4 Requesting Carrier must pay any applicable service order and administrative charges associated with the conversion of special access circuits to UNEs, as identified in the Pricing Schedule.

2.0.5 Ameritech will not take Requesting Carrier's end user customer out of service during conversion.

2.0.6 Requesting Carrier agrees to provide Ameritech the right to audit its compliance with the above criteria under the guidelines established in the ex parte letter signed by both parties and filed with the FCC on February 29, 2000 in CC Docket No. 96-98, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996.

3.0 Interoffice Transmission Facilities.

3.1 Requesting Carrier shall access Ameritech's Interoffice Transmission Facilities via Collocation or any technically feasible method pursuant to **Section 2.2** of **Schedule 9.5** at the Ameritech Central Office where that element exists and each DSX or OCN circuit will be delivered to Requesting Carrier's Collocation space for an additional charge by means of a Cross-Connection. Requesting Carrier shall order Interoffice Transmission Facilities from Ameritech by delivering to Ameritech a valid and complete service order via an electronic Access Services Request ("ASR") interface. If after the Effective Date Ameritech makes available the ability to order Interoffice Transmission Facilities via the Provisioning EI. Requesting Carrier agrees to transition its ordering of such facilities from ASR to the Provisioning EI within thirty (30) days after Ameritech is capable of receiving such orders via Provisioning EI.

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

3.2.1 As a dedicated transmission path (e.g., DS1, DS3, OC3, OC12 and OC48) dedicated to Requesting Carrier as described in **Section 1.1** of **Schedule 9.2.2**.

3.3 Where Dedicated Transport is provided, it shall include (as appropriate):

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

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

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

3.3.2.2 Ameritech provided Central Office multiplexing:

- (a) DS1 to Voice/Base Rate/128, 256, 384 Kbps Transport;
- (b) DS3 to DS1 multiplexing;
- (c) OC3 Add/Drop

- per DS3 Add/Drop
- per DS1 Add/Drop;
- (d) OC12 Add/Drop
 - per OC3 Add/Drop
 - per DS3 Add/Drop; and
- (e) OC48 Add/Drop
 - per OC12 Add/Drop
 - per OC3 Add/Drop
 - per DS3 Add/Drop.

3.3.2.3 Ameritech-provided OC3, OC12 and OC48 Protection on Entrance Facilities.

- (a) 1+1 Protection;
- (b) 1+1 Protection with Cable Survivability; and
- (c) 1+1 Protection with Route Survivability.

3.4 Ameritech shall:

3.4.1 Provide Requesting Carrier exclusive use of Interoffice Transmission Facilities dedicated to Requesting Carrier in the case of Dedicated Transport;

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

3.4.3 Permit, to the extent technically feasible, Requesting Carrier to connect such Interoffice Transmission Facilities to equipment designated by Requesting Carrier, including Requesting Carrier's Collocated facilities; and

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

3.5 Technical Requirements.

This **Section 3.5** sets forth the technical requirements for Dedicated Transport:

3.5.1 When Ameritech provides Dedicated Transport as a facility, the entire designated transmission facility (e.g., DS1, DS3) shall be dedicated to Requesting Carrier designated traffic.

3.5.2 Ameritech shall offer Dedicated Transport in all the currently available technologies including DS1 and DS3 transport facilities and SONET point-to-point transport facilities, at all standard transmission bit rates, except subrate services, where available.

3.5.3 For DS1 facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office “**CI to CO**” connections in the applicable technical references set forth under Interoffice Transmission Facilities in the Technical Reference Schedule.

3.5.4 For DS3 facilities and higher rate facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office “**CI to CO**” connections in the applicable technical references set forth under Interoffice Transmission Facilities in the Technical Reference Schedule.

3.5.5 When requested by Requesting Carrier, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits. When physical diversity is requested by Requesting Carrier, Ameritech shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by Requesting Carrier). Any request by Requesting Carrier for diversity shall be subject to additional charges.

3.5.6 Upon Requesting Carrier’s request and its payment of any additional charges, Ameritech shall provide immediate and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, Requesting Carrier’s traffic.

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

3.5.7.1 DS1 (Extended SuperFrame - ESF, D4);

3.5.7.2 DS3 (M13 shall be provided);

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

3.5.8 Upon Requesting Carrier's request, Ameritech shall provide Requesting Carrier with electronic reconfiguration control of a Requesting Carrier specified Dedicated Transport through Ameritech Network Reconfiguration Service (ANRS) on the rates, terms and conditions in F.C.C. Tariff No. 2.

3.5.9 Ameritech shall permit, at applicable rates, Requesting Carrier to obtain the functionality provided by DCS together with dedicated transport in the same manner that Ameritech offers such capabilities to IXCs that purchase transport services. If Requesting Carrier requests additional functionality, such request shall be made through the Bona Fide Request process.

SCHEDULE 10.13.2

SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY

The Provisioning EI will provide Requesting Carrier with the ability to:

- a) Obtain, during sales discussions with a Customer, access to the following Ameritech Customer service record data in a manner which is transparent to the Customer:
 - Billing telephone number/name/address
 - Service Location Address
 - Working telephone number(s) on the account
 - Existing service and features
 - Blocking
 - CLASS Features
 - Telephone Assistance Programs, Telephone Relay Service and similar services indicator
 - Special Exemption Status indicator
 - Directory Listing Information
 - Information necessary to identify the IntraLATA toll provider and InterLATA provider, as applicable.
- b) Obtain information on all features and services available;
- c) Enter the Requesting Carrier Customer order for all desired features and services;
- d) Assign a telephone number (if the Requesting Carrier Customer does not have one assigned);
- e) Establish the appropriate directory listing;
- f) Determine if a service call is needed to install the line or service;
- g) Schedule dispatch and installation, if applicable;
- h) Provide installation dates to Customer;
- i) Order local intraLATA toll service and enter Requesting Carrier Customer's choice of primary interexchange carrier on a single, unified order; and
- j) Suspend, terminate or restore service to a Requesting Carrier Customer.

Ameritech will support four (4) transaction types: Assume; Change; New; and Delete, as described in Ameritech's Electronic Service Guide, which is based on TCIF Customer Service, Issue 5. Notwithstanding the foregoing, Requesting Carrier shall be entitled to place orders to transfer a Customer to Requesting Carrier without identifying the specific features and services being subscribed by such Customer at the time of the request ("**Migration-As-Is**"). However, unless agreed to by Ameritech, Migration-As-Is will not include any service subscribed which is not a Telecommunications Service.

Ameritech will expedite Requesting Carrier's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.

SCHEDULE 10.13

RESALE MAINTENANCE PROCEDURES

By the end of Contract Month 1, the Implementation Team shall agree upon the processes to be used by the Parties for maintenance of Resale Services. These processes will address the implementation of the requirements of this **Schedule 10.13**.

1. Ameritech shall provide repair and maintenance for all Resale Services and Unbundled Local Loops in accordance with the terms and conditions of this **Schedule 10.13**.

2. Ameritech technicians shall provide repair service that is at least equal in quality to that provided to Ameritech Customers; trouble calls from Requesting Carrier Customers shall receive response time priority that is at parity to that of Ameritech Customers and shall be based on trouble severity, regardless of whether the Customer is a Requesting Carrier Customer or an Ameritech Customer.

3. Ameritech shall provide Requesting Carrier with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to Requesting Carrier under this Schedule that it currently provides for the maintenance of its own network. Ameritech shall provide Requesting Carrier notice of any scheduled maintenance activity which may impact Requesting Carrier's Customers on the same basis it provides such notice to its subsidiaries, Affiliates, other resellers and its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements, and cable rolls.

4. Ameritech shall provide notice of non-scheduled maintenance activity that may impact Requesting Carrier Customers. Ameritech shall provide maintenance as promptly as possible to maintain or restore service and shall advise Requesting Carrier promptly of any such actions it takes.

5. Requesting Carrier shall establish the Maintenance EI within thirty (30) days of the Service Start Date and shall submit all trouble tickets via the Maintenance EI. If service is provided to Requesting Carrier Customers before the Maintenance EI is established between Requesting Carrier and Ameritech or if the Maintenance EI is subject to temporary interruption, then Requesting Carrier will transmit repair calls to Ameritech repair bureau by telephone and agrees to reimburse Ameritech for Ameritech's costs to process such repair calls.

6. Ameritech repair bureau, including the Maintenance EI to be established, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except when preventative maintenance and software revisions require an out-of-service condition. Ameritech will provide Requesting Carrier a twenty-four (24) hour advanced notification of such out-of-service conditions.

7. Ameritech shall provide progress reports and status-of-repair efforts to Requesting Carrier via the Maintenance EI. Ameritech shall inform Requesting Carrier of restoration of Resale Service after an outage has occurred.

8. Maintenance charges for premises visits by Ameritech technicians shall be billed by Requesting Carrier to its Customer, and not by Ameritech. The Ameritech technician shall, however, present the Customer with unbranded form detailing the time spent, the materials used, and an indication that the trouble has either been resolved or that additional work will be necessary, in which case the Ameritech technician shall make an additional appointment with the Customer. The Ameritech technician shall obtain the Customer's signature when available upon said form, and shall use the form to input maintenance charges into Ameritech's repair and maintenance database.

9. Dispatching of Ameritech technicians to Requesting Carrier Customer premises shall be accomplished by Ameritech pursuant to a request received from Requesting Carrier. The gateway provided by Ameritech for the Maintenance EI shall allow Requesting Carrier to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the Customer's premises, and verify any actual work completed on the Customer's premises.

10. Upon receiving a referred trouble from Requesting Carrier, the Ameritech technician will offer a dispatch appointment and quoted repair time dependent upon Ameritech's force-to-load condition. For expedites, Ameritech's maintenance administrators will override this standard procedure on a non-discriminatory basis, using the same criteria as Ameritech uses to expedite intervals for its retail Customers. If Ameritech is unable to meet a Requesting Carrier expedited request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.

11. The Implementation Plan will establish a process for disaster recovery that addresses the following:

(a) Events affecting Ameritech's network, work centers and Operational Support Systems functions;

(b) Establishing and maintaining a single point of contact responsible for disaster recovery activation, status and problem resolution during the course of a disaster and restoration;

(c) Procedures for notifying Requesting Carrier of problems, initiating restoration plans and advising Requesting Carrier of the status of resolution;

(d) Definition of a disaster; and

(e) Equal priority, as between Requesting Carrier Customers and Ameritech Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, deployment of repair personnel, and access to spare parts and components.

12. If (i) Requesting Carrier reports to Ameritech a trouble report with respect to a Resale Service, Requesting Carrier, (ii) Ameritech dispatches a technician, and (iii) such trouble was not caused by Ameritech's facilities or equipment, then Requesting Carrier shall pay Ameritech a trip charge per trouble dispatch and time charges per quarter hour, in each case at the then current rates applicable in the Territory.

SCHEDULE 12.3

NON-STANDARD COLLOCATION REQUEST

1. Ameritech shall promptly consider and analyze the submission of a Non-Standard Collocation Request (“**NSCR**”) that Ameritech provide: (a) an ILEC Collocation method not otherwise provided hereunder at the time of such request, (b) Adjacent Collocation, (c) Non-Standard Bay Collocation, or (d) an increment of space not otherwise provided hereunder at the time of such request, in each case in specific Ameritech Premises.

2. An NSCR shall be submitted in writing to the NSCR Manager noted on the NSCR Form attached hereto as Attachment 1 and shall include all information necessary for Ameritech to review and analyze such NSCR.

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

4. Within ten (10) days (the “**Collo Analysis Period**”) of its receipt of all information required to be provided on the NSCR Form, Ameritech shall notify (the “**Collo Analysis**”) Requesting Carrier whether Ameritech will offer such NSCR or will provide an explanation as to why Ameritech will not make such NSCR available. If Ameritech will offer the NSCR, Ameritech shall provide Requesting Carrier a price quote and estimated availability date for such development (the “**NSCR Quote**”). Ameritech shall provide an NSCR Quote as soon as feasible, but in any event not more than thirty (30) days from the date Ameritech received such NSCR and all necessary information to process such NSCR.

5. Within twenty (20) Business Days of its receipt of the NSCR Quote, the Requesting Carrier must either confirm its order pursuant to the NSCR Quote or such request shall be cancelled.

6. Requesting Carrier may cancel an NSCR at any time, but shall pay Ameritech’s reasonable costs of processing and/or implementing the NSCR up to the date of cancellation.

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

8. If a Party to an NSCR believes that the other Party is not requesting, negotiating, or processing the NSCR in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under **Section 27.4**.

**FORM OF
NON-STANDARD COLLOCATION REQUEST FORM^{6/}**

Attachment 1

1) Requested by

(Company Name)

(Address)

(Contact Person)

(Facsimile Number)

(Phone Number)

(Date of Request)

(Optional: E-Mail Address)

2) Please classify your requested Collocation arrangement:

- ILEC Collocation
- Adjacent Collocation
- Non-Standard Bay Collocation (if above two items not applicable, complete only items 3 and 14)
- Non-Standard Physical Collocation Area (if above three items not applicable, complete only items 3 and 15)

^{6/} Fax completed form to Ameritech's NSCR Manager at (248) 483-3738.

3) The requested Collocation method will be used to:

- Interconnect with Ameritech's network; and/or
- Access Ameritech's unbundled Network Elements

Please provide a description of all equipment you intend to Collocate (use additional sheets of paper, if necessary).

4) If ILEC Collocation, please provide the name of the ILEC offering such Collocation method and attach complete copies of all rates, terms and conditions of the approved Section 251/252 agreement or effective tariff that describes such Collocation offering.

5) Is there anything custom or specific about the manner that you would like this ILEC Collocation method to be offered?

6) If possible, please include a drawing or illustration of how you would like the ILEC Collocation method to Interconnect with Ameritech's network, Premises or other facilities.

7) List the specific Ameritech Premises in which you want the ILEC Collocation method (use additional sheets of paper, if necessary).

8) Please indicate any other information that could assist Ameritech to evaluate your request for the specific ILEC Collocation method (use additional sheets of paper, if necessary).

9) Why have you requested the ILEC Collocation method in lieu of ordering an Ameritech Standard Collocation offering? What benefits (rates, terms or conditions) do you believe the requested ILEC Collocation method will provide?

10) If you are requesting Adjacent Collocation, please describe the Adjacent Collocation you seek to deploy? Please include a description of all telecommunications equipment that you intend to place in the Adjacent Structure that will be used to connect with Ameritech. (Attach additional sheets, if necessary).

11) Please attach a site drawing that illustrates your suggested placement of the Adjacent Structure, any connecting facilities or utilities (e.g., power), and Ameritech's Premises.

12) Please provide a specific description of the Adjacent Structure, structural and mechanical, and a list of all requirements you wish Ameritech to provide, including AC and DC power.

- 13) Please attach true and correct copies of all approvals (governmental or otherwise) that you have received with respect to the placement of the Adjacent Structure and any necessary connecting facilities. Please also attach a letter signed by an officer of your company certifying, with no qualifications, that all governmental and other approvals and permits necessary for such Adjacent Collocation have been received.

- 14) If you are requesting Collocation of equipment with other than Standard Bay dimensions, please attach a fully completed Collocation order form and note such equipment dimensions in the Remarks section of that form.
- 15) If you are requesting APCS in increments other than one hundred (100) square feet, or New Shared Cage Collocation in increments other than fifty (50) square feet, please attach a scale drawing indicating the requested dimensions.
- 16) Collo Analysis cost payment option (Check one, applies to ILEC Collocation and Adjacent Collocation only).
- \$2,000 deposit included provided, that the responsibility of [Requesting Carrier] for Ameritech's costs for Ameritech's Collo Analysis shall not exceed this deposit.
 - No deposit is made and [Requesting Carrier] agrees to pay Ameritech's total Collo Analysis costs incurred up to and including the date Ameritech receives notice of cancellation.

By submitting this Request, [Requesting Carrier] agrees to promptly compensate Ameritech for any costs it incurs to process this NSCR, including costs to analyze, develop, provision, and price the NSCR, up to and including the date Ameritech receives our written cancellation. [Requesting Carrier] also agrees to compensate Ameritech for any costs incurred by Ameritech if [Requesting Carrier] fails to order the NSCR within twenty (20) Business Days of receipt of the NSCR Quote.

Requesting Carrier

By: _____
Its: _____

SCHEDULE 12.9.1

PHYSICAL COLLOCATION SPACE RESERVATION

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

1. Requesting Carrier may request to reserve additional space (or bays) in an Ameritech Central Office in which the Requesting Carrier has Physical Collocation for permitted telecommunications-related equipment.
2. A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system (“**Reservation Charge**”).
3. The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being occupied and utilized (e.g., if Requesting Carrier is utilizing only one (1) bay in a one hundred (100) square foot space, only one (1) bay may be reserved) for Interconnection with and/or access to the Network Elements of Ameritech by Requesting Carrier in the particular Central Office.
4. The reservation takes a priority based on the date at which it is made.
5. If Ameritech receives an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized. The holder(s) of the lowest priority reservation(s) that when considering all higher priority reservations, still represent(s) available space sufficient to partially or completely fill the order(s) for Physical Collocation (each, an “**Option Party**”) will be given written notice of its (their) option of “enforcing” or relinquishing its (their) reservation(s).

In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reservation space (in lieu of the non-recurring Reservation Charge). The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

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

6. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be

processed. If there is insufficient space to accommodate the order after subtracting space covered by valid reservations of Option Parties with higher priority that have been enforced, the holder's reservation shall be maintained.

7. In a Central Office, Ameritech may reserve space on the following conditions:

- The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.
- The total amount of space reserved cannot exceed the amount of space Ameritech is currently using in the Central Office.

8. Ameritech shall enforce its reservation in the same manner in which Requesting Carrier and other collocating Telecommunications Carriers shall be required to enforce their reservations. In that case, Ameritech may impute the floor space charge to the operations for which the space is reserved.

9. Requesting Carrier may not assign a reservation to any third party, including its Affiliate or a prospective Resident Collocator.

SCHEDULE 12.9.3

COLLOCATION CAPACITY PLANNING

By the end of Contract Month 3, Requesting Carrier and Ameritech shall jointly develop a planning process for meeting Requesting Carrier's space and intraoffice facility requirements which shall include the procedures to be followed for the Requesting Carrier quarterly forecast of anticipated additional power requirements.

SCHEDULE 12.12

DELIVERY OF COLLOCATED SPACE

1.0 Delivery of Physical Collocation Space

1.1 Upon receipt of a Collo Response, Requesting Carrier shall send written verification to Ameritech within twenty (20) Business Days that it still requires each Collocation space requested on Requesting Carrier's Collo Order for which space is available. This written verification is Requesting Carrier's firm order for service for each Collocation space requested. Subject to **Section 1.3** below, Requesting Carrier's written verification shall be accompanied by Requesting Carrier's (and, if applicable, each Resident Collocator's) payment of fifty percent (50%) of all applicable Central Office Build Out ("COBO") fees (the "**Initial COBO Payment**"). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual Delivery Date or, if not received by Ameritech within twenty (20) Business Days of Ameritech's Collo Response, will result in cancellation of the firm order.

1.2 So long as Requesting Carrier has a satisfactory credit rating with Ameritech for the twelve (12) month period preceding the date of Requesting Carrier's Collo Order pursuant to **Section 12.12**, Requesting Carrier shall pay the COBO charges as follows:

Initial COBO Payment:	50% of COBO charges
The Date which is midway between the initial walk-through and the Delivery Date:	25% of COBO charges
Completion of space conditioning:	25% of COBO charges

1.3 If Requesting Carrier's credit rating is not satisfactory within the aforementioned period, COBO charges shall be paid 40%-40%-20% in lieu of the foregoing 50%-25%-25% schedule.

2.0 Additional Rules and Regulations Applicable to Physical Collocation Space

Physical Collocation will be provided subject to the following provisions:

2.1 Requesting Carrier will be responsible for its pro rata share of any extraordinary costs incurred by Ameritech to prepare the Collocation space for the installation of Requesting Carrier's equipment and for extraordinary costs to maintain the Collocation space for Requesting Carrier's equipment on a going-forward basis. Requesting Carrier's pro rata share will be determined in accordance with a Commission-approved methodology. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the standby

AC system or the existing commercial power facility requirements, installation, maintenance, repair and monitoring of security measures, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

At the initial walk-through referred to in **Section 12.12.2(b)**, Ameritech shall provide to Requesting Carrier with any information in its possession relating to Requesting Carrier's requirements for the space. Within ten (10) Business Days after the initial walk-through, Ameritech shall provide to Requesting Carrier a written proposal (the "**Collo Proposal**") that includes the extraordinary costs associated with such space, the expected Delivery Date and an estimated date for Requesting Carrier's second COBO payment, as provided in Section 1.2. Requesting Carrier shall acknowledge acceptance of the charges in the Collo Proposal by signing it and returning a copy to Ameritech within ten (10) Business Days after Ameritech provides it to Requesting Carrier.

2.2 Requesting Carrier will be responsible for notifying Ameritech of any significant outages of Requesting Carrier's equipment which could impact any of the services offered by Ameritech, and provide estimated clearing time for restoration.

2.3 Requesting Carrier is responsible for coordinating with Ameritech to ensure that services are installed in accordance with the service request.

2.4 Requesting Carrier is responsible for testing, if necessary, with Ameritech to identify and clear a trouble when the trouble has been sectionalized (isolated) to a Requesting Carrier-provided service.

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, Requesting Carrier shall obtain Ameritech's written approval of Requesting Carrier's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. Ameritech may request additional information before granting approval and may require scheduling changes. Requesting Carrier must submit written plans for equipment to be installed in the Collocation space prior to commencing installation.

2.6 Ameritech has the right to inspect Requesting Carrier's completed installation of equipment and facilities and to make subsequent and periodic inspections of the Requesting Carrier's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. If Requesting Carrier is found to be in non-compliance with the terms and conditions of this Schedule, Requesting Carrier must modify its installation to achieve compliance. Ameritech will notify Requesting Carrier in advance of such inspections, and Requesting Carrier shall have the right to be present at the time of the inspection.

2.7 See Tariff F.C.C. No. 2, Section 16 for additional terms and conditions applicable to Physical Collocation.

3.0 Delivery of Virtual Collocation Space

3.1 Ameritech shall allow periodic inspections of Virtual Collocation space where Requesting Carrier equipment is located.

3.2 Ameritech shall ensure that all applicable alarm systems (e.g., power) that support Requesting Carrier equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.

3.3 See Tariff F.C.C. No. 2, Section 16.3.

SCHEDULE 12.15

COMMON REQUIREMENTS

The following requirements are applicable to both Physical Collocation and Virtual Collocation:

1. Ameritech shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1, DS3, OC3, OC12 and OC48 rates pursuant to mutual agreement of the Parties.

2. Requesting Carrier may provide basic telephone service with a connection jack for the Collocated space.

3. Ameritech shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for Requesting Carrier's space and equipment. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.

4. Ameritech shall provide all ingress and egress of fiber cabling to Requesting Carrier Collocated spaces in compliance with Requesting Carrier's request for cable diversity. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation. Requesting Carrier will pay any additional costs incurred by Ameritech to meet any special diversity requirements of Requesting Carrier which are beyond those normally provided by Ameritech.

5. Ameritech shall provide Requesting Carrier with written notice five (5) Business Days prior to those instances where Ameritech or its subcontractors may be performing non emergency work that may affect the Collocated space occupied by Requesting Carrier or the AC and DC power plants that support Requesting Carrier equipment. Ameritech will inform Requesting Carrier by telephone of any emergency-related work that Ameritech or its subcontractors may be performing that may affect the Collocated space occupied by Requesting Carrier or the AC and DC power plants that support Requesting Carrier equipment. Notification of any emergency-related work shall be made as soon as practicable after Ameritech learns that such emergency work is necessary but in no event longer than thirty (30) minutes after such time. The Implementation Plan shall identify the points of contact of each Party for any notification required by this **Section 7**. For purposes of this **Schedule 12.15**, "**emergency related work**" means any activity related to fire, explosion, power cable cut, flood, or severe water leakage.

6. Requesting Carrier shall not be required by Ameritech to relocate its equipment during the Term. If Requesting Carrier, at Ameritech's request, agrees to relocate its equipment, then Ameritech shall reimburse Requesting Carrier for any and all costs reasonably associated with such relocation.

7. Power as referenced in this **Schedule 12.15** refers to any electrical power source supplied by Ameritech for Requesting Carrier equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. Ameritech will supply power to support Requesting Carrier equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. Ameritech shall supply power to Requesting Carrier on a nondiscriminatory basis to that provided by Ameritech to itself or to any third person. If Ameritech performance, availability, or restoration falls below industry standards, Ameritech shall bring itself into compliance with such industry standards as soon as technologically feasible.

8. Subject to space limitations and Requesting Carrier's compliance with the applicable request process and payment requirements of this Agreement, Ameritech shall provide power to meet Requesting Carrier's reasonable needs for placement of equipment, Interconnection, or provision of service.

9. Both Requesting Carrier's power equipment and Ameritech power equipment supporting Requesting Carrier's equipment shall comply with all applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout. Requesting Carrier may not use frame grounds to get ground returns.

10. All other equipment and facilities placed by Requesting Carrier on an Ameritech Premises, including transmission equipment, cabling, maintenance equipment and monitoring equipment, shall comply with the requirements of **Section 12.4.2**.

11. Power plant alarms shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

12. Cabling shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

13. Ameritech shall provide electrical safety procedures and devices in accordance with OSHA or industry guidelines.

14. Within ten (10) Business Days after the initial walk-through, Ameritech shall provide Requesting Carrier with a copy of any existing drawings showing Requesting Carrier's proposed Collocation space and any related Ameritech facilities, and provide information relating to measurements for necessary Requesting Carrier cabling which are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as Ameritech charges other Telecommunications Carriers for the provision of the foregoing drawings and information, Requesting Carrier shall reimburse Ameritech for the costs, if any, incurred by Ameritech to provide Requesting Carrier with the foregoing drawings and information.

SCHEDULE 12.16

ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

The following additional requirements shall be applicable to Physical Collocation only:

1. For each building in which Collocated space is provided and upon request by Requesting Carrier for that building, Ameritech will certify that the building complies with all applicable Ameritech internal environmental, health and safety regulations.

2. Ameritech shall permit Requesting Carrier to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by Requesting Carrier's work center; provided, however, that no such Requesting Carrier-installed equipment shall interfere with the existing use of the Central Office and such installation shall be at Requesting Carrier's sole cost and expense.

3. Ameritech shall construct the Collocated space in compliance with Requesting Carrier's request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by Requesting Carrier at prices to be determined.

4. Ameritech shall provide Requesting Carrier two options to receive power for its collocation space. When ordering Physical Collocation, Requesting Carrier shall specify that Ameritech provide Central Office power to Requesting Carrier either (i) from an Ameritech BDFB to each of Requesting Carrier's equipment bays or (ii) in the form of fused power feeds from Ameritech's main power distribution board to Requesting Carrier's BDFB located in the designated Requesting Carrier equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of Requesting Carrier equipment. The termination location shall be as mutually agreed upon by the Parties. If Requesting Carrier chooses to receive power via the fused power feeds, it shall pay Ameritech for all costs, as determined in accordance with the Act, incurred by Ameritech to establish such power.

5. Where available and consistent with reasonable security restrictions, Ameritech shall provide reasonable access to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a 24 x 7 basis for Requesting Carrier personnel and its designated agents. Ameritech shall also provide Requesting Carrier reasonable access to parking at Ameritech's Premises, where applicable and on a nondiscriminatory basis at which Ameritech employees receive access to parking.

6. Requesting Carrier or its vendor may not temporarily or permanently remove, dismantle or modify any portion of its or any Other Collocator's cage enclosures.

7. Requesting Carrier (and its Resident Collocators) shall adhere to all rules and regulations that apply to Collocation at Ameritech's Premises. If Requesting Carrier, or any vendor performing work on its behalf, violates such rules and regulations, Requesting Carrier (and/or such vendor) shall be subject to disciplinary procedures and, if such violation causes Ameritech to incur any costs, Requesting Carrier shall promptly reimburse Ameritech for such costs.

8. To maximize available space, Requesting Carrier is responsible for removing any equipment, property or other items that it or its vendor brings into Ameritech's Premises within thirty (30) days after discontinuance or termination of any Physical Collocation arrangement. If Requesting Carrier fails to remove such materials by the foregoing date, Ameritech may remove such equipment and/or materials and charge Requesting Carrier for any and all claims, expenses, fees or other costs associated with such removal. Requesting Carrier shall hold Ameritech and any vendor that performs such removal harmless from the failure to return any such equipment, property or other items.

9. Ameritech power equipment supporting Requesting Carrier's equipment shall:

- (a) Provide appropriate Central Office ground, connected to a ground electrode located within the Requesting Carrier collocated space, at a level above the top of Requesting Carrier's equipment plus or minus two (2) feet to the left or right of Requesting Carrier's final request; and
- (b) Provide feeder capacity and quantity to support the ultimate equipment layout for Requesting Carrier equipment upon completion of the equipment node construction in accordance with Requesting Carrier's request for Collocation.

10. Ameritech shall within ten (10) Business Days after the initial walk-through provide Requesting Carrier with documentation submitted to and received from contractors for any work being done on behalf of Requesting Carrier that will be billed as extraordinary expenses.

11. Within thirty (30) days of Requesting Carrier's written request, Ameritech shall provide to Requesting Carrier (i) work restriction guidelines related to any restrictions on the manner in which Requesting Carrier can perform work on Ameritech's Premises and (ii) a list of Ameritech technical guidelines applicable to the Collocation of equipment in Ameritech's Premises. Requesting Carrier acknowledges that it is responsible to order such technical guidelines at its cost and expense. Ameritech will notify Requesting Carrier in a timely manner of any changes to such work restriction and technical guidelines.

12. Requesting Carrier shall not, without the express permission of an Ameritech employee, use any Ameritech equipment, furniture, frame, tools or other personal property.

13. Intervals shorter than one hundred twenty (120) days to augment existing collocation arrangements (not including augments for additional space) may be mutually negotiated by both Parties based on the specific nature of the request, work force availability, and technical feasibility.

SCHEDULE 19.17

**FORM OF CERTIFICATE OF ELIGIBILITY
FOR OSS DISCOUNTS
[Insert Date]**

VIA FACSIMILE AND U.S. MAIL

[Name and Address of Account Manager]

[Name and Address of Services Manager]

Dear _____:

This Certificate of Eligibility for OSS Discounts (the “**Eligibility Certificate**”) is delivered to you pursuant to Section 9.6 of the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of _____, 2000 by and between our companies. Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meanings provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION (INITIALLY AND ON A QUARTERLY BASIS)]

As a condition to receipt of the promotional provisions set forth in the Agreement, [REQUESTING CARRIER] hereby certifies to Ameritech that:

1. Requesting Carrier intends on using the following requested unbundled Local Loops to provision Advanced Services:

[LIST]

2. The requested unbundled Loops that have obtained the OSS discounts are being used to provision Advanced Services.

In Witness Whereof, [REQUESTING CARRIER] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this _____ day of _____, _____.

[REQUESTING CARRIER]

By:
Name Printed:

SCHEDULE 19.18

**FORM OF CERTIFICATE OF ELIGIBILITY
FOR PROMOTIONAL DISCOUNTED PRICING**

ON UNBUNDLED LOCAL LOOPS

[Insert Date]

VIA FACSIMILE AND U.S. MAIL

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear _____:

This Certificate of Eligibility for Promotional Discounted Pricing on Unbundled Local Loops (the “**Eligibility Certificate**”) is delivered to you pursuant to Section 9.6.3 of the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of _____, 2000 by and between our companies. Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meanings provided in the Agreement and the FCC Conditions.

As a condition to receipt of the promotional provisions set forth in the Agreement, _____ hereby certifies to Ameritech that the requested Unbundled Local Loops provided at the promotional discounted prices are being used in accordance with the FCC Conditions.

In Witness Whereof, _____, has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this day of _____, _____.

By:
Name Printed:
Title:

PRICING SCHEDULE —Michigan

Intentionally Left Blank. See Amendment No. 1.

EXHIBIT PS-I
Michigan

**COLLOCATION
EXHIBIT PS-VII**

PHYSICAL COLLOCATION — Michigan

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION — Michigan**

**CARRIER CROSS-CONNECT SERVICE FOR INTERCONNECTION (CCCSI)
Recurring Rate Element**

NonRecurring Rate Element

**EXHIBIT PS-VIII
STRUCTURE PRICING^{4/}**

See Pricing Attachment.

^{4/} The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the State of Michigan and shall be adjusted periodically consistent with the terms of the Agreement.

EXHIBIT PS-VIII
STRUCTURE PRICING^{6/}

A. The following fees, rates and charges apply to Attachment to Ameritech Structure.

1. **Administrative Fees.** Administrative Fees cover the cost of establishing records, databases and systems, the processing of assignment of permits and similar administrative procedures to accommodate a Requesting Carrier's request for Attachment. Administrative Fees are payable with Requesting Carrier's initial request for Attachment, and for assignment of any permit, or series of permits, to a single assignee. Administrative fees are not refundable.

Administrative Fee - per request of assignment. For prices see Pricing Attachment.

2. **Maps, Records and Information Charges.** Maps, Records and Information charges cover the cost of researching and preparing records and information and preparing maps or drawings in order to provide access to the same to a Requesting Carrier. Charges for these services will be as follows:

- a. **Initial Map Preparation** - The full cost to Ameritech to prepare a map or record for access by a Requesting Carrier.
- b. **Record Searches and Information Requests** - The full cost to Ameritech to research records and assemble information to respond to a Requesting Carrier's request for information and, if applicable, to meet with the Requesting Carrier to clarify the map, record or information.

Prior to initiating Initial Map Preparation or Record Searches and Information Requests, the Requesting Carrier shall deposit with Ameritech against the charges therefor Ameritech's estimated amount of charges associated with the requested Initial Map Preparation or Record Search and Information Request. The Requesting Carrier shall pay the amount by which the costs of the request exceeds the estimate. Ameritech will reimburse to the Requesting Carrier the amount by which the deposit exceeds the actual cost of the request.

3. **Make Ready Work Charges.** Make Ready Work Charges include all of Ameritech's costs to prepare Structure for the Attachments of the Requesting Carrier,

^{6/} The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the State of Michigan and shall be adjusted periodically consistent with the terms of the Agreement.

including engineering, field surveys, permits, construction, rearrangement, replacements, inspections, administration and supervision.

- a. The charges for Make Ready Work are the full cost to Ameritech to perform the required work.
- b. Prior to commencing any Make Ready Work by Ameritech, the Requesting Carrier shall deposit with Ameritech against the Make Ready Work Charges, Ameritech's estimated amount of the Make Ready Work Charges. The Requesting Carrier shall pay the amount by which the Make Ready Work Charges exceeds the deposit. Ameritech will refund to the Attaching Party the amount by which the deposit exceeds the Make Ready Work Charges.
- c. For requests for access to Ameritech's Ducts, Conduit or Rights-of-way, the Requesting Carrier shall make separate deposits for field survey Make Ready Work to determine the actual availability of space based on Ameritech's records and for the Make Ready Work to prepare the Rights-of-way or conduit for the Requesting Carrier's Attachment.
- d. In the event that other Requesting Carriers, including Ameritech, share in the responsibility for the modification to Ameritech's Structure, the deposits required by this section shall be the Requesting Carrier's proportionate share of the Make Ready Work Charges.

4. Attachment Fees. Attachment Fees are the recurring charges to the Requesting Carrier to place and maintain its Attachments in or on Ameritech's Structure.

- a. Attachment Fees are due and payable twice each Contract Year in advance. On January 1 of each year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year. On July 1 of each Contract Year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of June. Any Attachments made within each billing period will be billed at the time of the Attachment for the entire billing period.
- b. Pole Attachment Fees
 - i) The Attachment Fee for poles applies to each pole on which the Requesting Carrier has placed its Attachment or for which Make Ready Work pursuant to a request for access has been completed.

ii) Pole Attachment Fee:, per year for each one foot of space occupied by the Requesting Carrier's Attachments. For prices see Pricing Attachment.

- c. Duct or Conduit Attachment Fees
 - i) The Attachment Fee for duct or conduit applies to the total number of feet of Ameritech's conduit system or ducts in which the Requesting Carrier placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.
 - ii) The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Ameritech's conduit system or duct occupied by the Requesting Carrier's Attachment, plus the cable racking and maintenance loop space measured by the length of the Requesting Carrier's cable within each manhole.
 - iii) If Requesting Carrier's partial occupancy of a continuous conduit system or duct renders the remainder of any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion unusable.
 - iv) If Requesting Carrier occupies an entire duct, the Attachment Fee shall be twice (2) times the rate per Inner-duct foot for the Attachment.
 - v) Conduit Attachment Fee:

per foot of Inner-duct or cable racking and maintenance loop space occupied per year. See Pricing Attachment
- d. Rights-of-Way Attachment Fees:
 - i) The Attachment Fee for use of linear rights-of-way applies to the total linear footage of strips of land three feet (3') wide suitable for direct buried or trench placement of cable facilities of Ameritech's right-of-way in which the Requesting Carrier has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed and is priced on a case-by-case basis.
 - ii) If Requesting Carrier's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.
 - iii) The Attachment Fees for the Requesting Carrier's equipment cabinets or enclosures placed on Ameritech's rights-of-way will be priced on a

case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way in question including the consumption of useable space of the right-of-way by the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment.

- iv) The Attachment Fees for the Requesting Carrier's Attachments to Ameritech's rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment, and the cost to Ameritech of the right-of-way in question.

e. Period Inspection Fees

Periodic inspection fees will be assessed to cover the Requesting Carrier's portion of the costs to Ameritech to make periodic inspections of its Structure with respect to the Attachments of the Attaching Party and other attaching parties.

EXHIBIT PS-XI

SIGNALING NETWORKS AND CALL-RELATED DATABASES

1. Signaling Networks — STP Access as a Service

Signaling Link	FCC No. 2, Section 8.3.1 (Pending)
Port Termination	FCC No. 2 Section 6.9
Signaling Switching IAM	FCC No. 2 Section 6.9
Signal Transport IAM	FCC No. 2 Section 6.9
Signal Formulation IAM	FCC No. 2 Section 6.9
Signal Tandem Switching IAM	FCC No. 2 Section 6.9
Signal Switching TCAP	FCC No. 2 Section 6.9
Signal Transport TCAP	FCC No. 2 Section 6.9
Signal Formulation TCAP	FCC No. 2 Section 6.9

Non-Recurring Costs	NRCs
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Port Termination	FCC No. 2 Section 6.9
Originating Point Code	
per service added or changed	FCC No. 2 Section 6.9
Global Title Address Transfer	FCC No. 2 Section 6.9
per service added or changed	

2. Call-Related Databases

Local STP Interconnection — Toll Free Databases access as a Service

-800DB Carrier-ID-Only	FCC No. 2 Section 6.9
-800DB Routing Options	FCC No. 2 Section 6.9

Regional STP Interconnection — Toll Free Database access as a Service

-800 DB Carrier-ID-Only	FCC No. 2 Section 6.9
-800DB Routing Options	FCC No. 2 Section 6.9

Carrier Provided Operator Services — LIDB Access as a Service

Interconnection at local STP	
- LIDB Validation	FCC No. 2 Section 6.9
- LIDB Transport	FCC No. 2 Section 6.9

EXHIBIT PS-XI

Interconnection at regional STP

- LIDB Validation
- LIDB Transport

FCC No. 2 Section 6.9

FCC No. 2 Section 6.9

AMENDMENT NO. 1
to the
INTERCONNECTION AGREEMENT –MICHIGAN
by and between
AMERITECH MICHIGAN
AND
XO MICHIGAN, INC.

The Interconnection Agreement (“the Agreement”) by and between Ameritech Michigan (“Ameritech”) and XO Michigan, Inc. (“CLEC”) which is being submitted to the Michigan Public Utilities Commission concurrently with this Amendment No. 1 (“Amendment”) is hereby amended as follows:

- 1.1 Add Appendix DSL and update List of Schedules in the Table of Contents to reflect this addition. (See Attachment “A”).**
- 1.2 Add Appendix Merger Conditions and update List of Schedules in Table of Contents to reflect this addition. (See Attachment “B”).**
- 1.3 Add Appendix DA and update List of Schedules in Table of Contents to reflect this addition. (See Attachment “C”).**
- 1.4 Add Appendix Performance Measurements and update List of Schedules in the Table of Contents to reflect this addition. (See Attachment “D”).**
- 1.5 Add Pricing Tables and update List of Schedules in the Table of Contents to reflect this addition. (See Attachment “E”).**
- 2.0 AMENDMENTS TO THE AGREEMENT**
- 2.1 Article XXIX to the Agreement is amended by adding Section XXIX.6A:**

29.6A Intervening Law. This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the Michigan Public Service Commission. In the event that any of the rates, terms and conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996) (e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v.*

Iowa Utilities Bd., 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

2.2 Section IX is amended to add the following Section IX.10.

9.10 Reservation of Rights Relating to UNEs. Ameritech's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in

the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

2.3 Schedule 1.2 to the Agreement is amended by adding thereto in alphabetical_order the following:

“SBC Communications Inc.” or “(SBC)” means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, the Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin. As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

“SBC-12STATE” as used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

“SNET” as used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2.4 Schedule 1.2 to the Agreement is also amended by replacing the definition of “Local Loop Transmission” or “Loop” with the following:

“Local Loop Transmission” or “Loop” is, pursuant to applicable FCC rules, a local loop unbundled network element that is a dedicated transmission facility between a distribution frame (or its equivalent) in a **SBC-13STATE** Central Office and the loop demarcation point at an End User premises.

2.5 Schedule 9.2.1 is amended by adding where applicable and replacing where applicable certain portions of the schedule with the following language:

1. Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame(or its equivalent) in a **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by **SBC-13STATE**. The local loop network element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop network element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in **SBC-13STATE** wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.
2. The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix (**SBC-12STATE**) or by tariff (**SNET**) and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff (**SNET**):
 - a. **2-Wire Analog Loop**
 - (i) A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
 - (ii) If CLEC requests one or more unbundled loops serviced by Intergrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, **SBC-12STATE** will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.
 - b. **4 – Wire Analog Loop**
 - (i) A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
 - c. **2-Wire Digital Loop**
 - (i) A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

- d. 4-Wire Digital Loop
 - (i) A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-Wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
 - e. DS3 Digital Loop
 - (i) The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC-13STATE Central Office to the end user premises.
3. Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“in the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with SBC-13STATE’s processes implementing the Supplemental Order.

2.6 Add a new schedule: Schedule 9.2.3 – SUB-LOOP ELEMENTS with the following language:

9.2.3.1 SBC-13STATE will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, SNET does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

- a. A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible terminals. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).
- b. CLEC may request access to the following sub-loop segments:

FROM:

- 1. Main Distributing Frame
- 2. Main Distributing Frame
- 3. Main Distributing Frame
- 4. Remote Terminal

TO:

- Remote Terminal
- Serving Area Interface or Feeder Distribution Interface
- Terminal
- Serving Area Interface or Feeder Distribution Interface

5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
9. Terminal	Network Interface Device
10.NID	Stand Alone
11.*SPOI (Single Point of Interface)	Stand Alone

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

9.2.3.2 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish Collocation and/or the sub-loop interconnection arrangement(s) necessary to interconnect to the **SBC-12STATE** sub-loop network. When CLEC submits a request to provide information on sub-loop(s) availability, appropriate rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering sub-loop facilities. Spare sub-loop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis. Sub-loop inquiries do not serve to reserve sub-loop(s).

9.2.3.3 Several options exist for Collocation or sub-loop interconnection arrangements at technically feasible points. Sound engineering 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 sub-loop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. Also, prior to submitting the ASR the CLEC will have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement sub-loops.

9.2.3.4 Sub-loops are provided “as is” unless CLEC requests loop conditioning on xDSL Sub-loops for the purpose of offering advanced services. XDSL sub-loop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

9.2.3.5 Sub-loops are not available for combination by **SBC-12STATE** with any Unbundled Network Elements of service.

9.2.3.6 The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the **SBC-12STATE** switch will be lost.

9.2.3.7 Access to sub-loop will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire DSL sun-loops, two-wire digital (ISDN) sub-loops, four-wire DS1 sub-loops, and DS3 sub-loops. Each of the listed sub-loops will be similar to the related existing unbundled loop product offering. Access to the sub-loop unbundled network elements will be provided at TELRIC based prices. Said prices will be provided by **SBC-12STATE** in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise **SBC-12STATE** within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“in the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

2.7 Add new schedule: Schedule 9.2.4 - Network Interface Device

9.2.4.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SNET**).

9.2.4.2 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End User's premises wiring through **SBC-12STATE**'s NID, or at any other technically feasible point.

9.2.4.3 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** based on time and

material charges. Such charges are reflected in the state specific Appendix Pricing. **SBC-12STATE** at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the NID, at charges reflected in the state specific Appendix Pricing.

9.2.4.4. With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC-12STATE**'s NID where necessary.

9.2.4.5 The **SBC-12STATE** NIDs that CLEC uses this Appendix will be existing NIDs installed by **SBC-12STATE** to serve its End Users.

9.2.4.6 CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

2.8 Add the following language to Schedule 9.2.2:

1.4 [**SBC-12STATE** will provide higher speeds to CLEC as they are deployed in the **SBC-12STATE** network.]

2.9 Add new Schedule: Schedule 9.2.5 – PACKET SWITCHING with the following language:

9.2.5.1 **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

- a. **SBC-13STATE** has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
- b. There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;
- c. **SBC-13STATE** has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR§ 51.319 (b); and
- d. **SBC-13STATE** has deployed packet switching capability for its own use.

2.10 Add new schedule: Schedule 9.2.6 – DARK FIBER with the following language:

9.2.6.1 In **SBC-12STATE** Dark fiber is deployed, unlit fiber optic that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Other than as specifically set out elsewhere in this

agreement, SNET does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available as described in Section 18.2.1E of the Connecticut Service Tariff.

- a. Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or “light” end to end. CLEC may only subscribe to dark fiber that is considered “spare,” as defined in Sections 2a and 3a, below.

9.2.6.2 Interoffice Dark Fiber

- a. SBC-12STATE will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different SBC-12STATE Central Offices (CO’s) and terminates on a fiber distribution frame, or equivalent in the CO. SBC-12STATE will offer its dark fiber to CLEC when CLEC has collocation space in each SBC-12STATE CO where the fibers terminate.

9.2.6.3 Loop Fiber

- a. SBC-12STATE will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving SBC-12STATE central office and an end user customer premise.
- b. SBC-12STATE will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:
 - (i) the serving SBC-12STATE central office and a remote terminal/CEV/Hut; or
 - (ii) a remote terminal/CEV/Hut and an end user customer premise.
- c. At CO’s the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant Method One .
- d. At remote terminals, CEVs and HUTs, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

9.2.6.4 Spare Fiber Inventory Availability and Condition

- a. All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for SBC-12STATE’s forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

9.2.6.5 Determining Spare Fibers:

- a. **SBC-12STATE** will inventory and track spare dark fibers. Spare fibers do not include the following:
 - (i) Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:
 - Cables with 24 fibers and less: two maintenance spare fibers
 - Cables with 36 and 48 fibers: four maintenance spare fibers
 - Cables with 72 and 96 fibers: eight maintenance spare fibers
 - Cables with 144 fibers: twelve maintenance spare fibers
 - Cables with 216 fibers: 18 maintenance spares
 - Cables with 288 fibers: 24 maintenance spares
 - Cables with 432 fibers: 36 maintenance spares
 - Cables with 864 fibers: 72 maintenance spares.
 - (ii) Defective fibers
 - (iii) **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month-period following the carrier's request.
- b. The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request dark fiber.
- c. Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

9.2.6.6 Quantities and Time Frames for ordering Dark Fiber:

- a. The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. (See definition of spare facilities set forth in Sections 2a and 3a above.)
- b. If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing once rates have been established. Said prices will be provided by **SBC-12STATE** in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise **SBC-12STATE** within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices

within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

- (i) If spare dark fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber. **SBC-12STATE** will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.
- c. Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 4b.

9.2.6.7 Right of Revocation of Access to Dark Fiber

- a. Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date **SBC-12STATE** provided the fibers, **SBC-12STATE** may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to **SBC-12STATE** inventory.
- b. **SBC-12STATE** may revoke CLEC's right to use the dark fiber, whether or not being utilized by CLEC upon twelve (12) months' written notice to CLEC. To exercise this right of revocation, **SBC-12STATE** must demonstrate to CLEC that the dark fiber will be needed to meet **SBC-12STATE**'s bandwidth requirements within the 12 months following the revocation.

9.2.6.8 Access Methods specific to Dark Fiber

- a. The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **SBC-12STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.

9.2.6.9 Installation and Maintenance for Dark Fiber

- a. **SBC-12STATE** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1X2, 90-10 optical splitter) to the CLEC equipment.

2.11 Add new Schedule: Schedule 9.2.7 – RECONFIGURATION with language as follows:

- 9.2.7.1 **SBC-13STATE** will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with Supplemental Order released by the FCC on

November 24, 1999 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) and with **SBC-13STATE's** processes to implement that Order, as set forth on the CLEC website.

2.12 Add new Schedule 9.2.8 as follows:

- 9.2.8.1 Upon not less than sixty (60) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices within any territory (each and "exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.
- 9.2.8.2 A territory shall constitute an "exception Territory" if it constitutes the services area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 Mass. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and
- 9.2.8.3 In the Exception Territory where **SBC-13STATE** elects to offer the Enhanced Extended Loop (EEL) required by the UNE Remand Order, the EEL will be available to the CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. **SBC-13STATE** may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for CLEC customer accounts involving four or more lines.
- 9.2.8.4 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to the CLEC through pre-ordering process.
- 9.2.8.5 Nothing in this Section 9.2.3 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which **SBC-STATE** may exercise its rights under this Section.

3.0 XO Amendment Language for Michigan ICA

3.1 Article VII will be amended to add the following sections:

7.4 Toll Free Database Services.

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

Customer's InterLATA or IntraLATA Switched Exchange Access Service.

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

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

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

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

7.4.4 Number Administration. Requesting Carrier, at its option, may elect to use Ameritech's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, Ameritech will perform the Responsible Organization service, which involves interacting with the national Service Management System (SMS/800), on behalf of the Customer. Responsible Organization services include activating, deactivating and maintaining 800/888 number records as well as trouble

referral and clearance. If Requesting Carrier does not select NAS, Requesting Carrier will perform the Responsible Organization service. Requesting Carrier may purchase the Number Administration Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

7.5. LIDB Database Service.

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

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

7.6 LNP Query Service.

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

7.7 Operator Services and Directory Assistance Services.

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

7.7.2 At Requesting Carrier's request, Ameritech will provide manual and automated OS and DA services to Requesting Carrier. A description of

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

- 7.7.3 Requesting Carrier is responsible for delivering its OS and DA traffic to Ameritech's TOPS switch. Specifically, Requesting Carrier shall provide the necessary direct trunking and termination facilities from its End Office to the Ameritech TOPS switch used to provide OS and DA services. Further, OS and DA traffic must be delivered to the Ameritech TOPS switch without any Tandem switching. The TOPS location to which Requesting Carrier will be responsible for delivering its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, unless technical or economic reasons provide otherwise, have Requesting Carrier deliver its OS or DA traffic to the TOPS switch most closely located to the Requesting Carrier's NPA/exchange originating the call.
- 7.7.4 Requesting Carrier is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the Ameritech switch used to provide OS and DA services. Where the total traffic exceeds the capacity of the existing circuits, additional circuits and additional facilities must be provided by Requesting Carrier to the extent necessary.
- 7.7.5 Requesting Carrier will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's DA and operator services offices. Requesting Carrier will locate, construct and maintain its facilities to afford reasonable protection against hazard and interference.
- 7.7.6 Requesting Carrier will furnish to Ameritech all information necessary for Ameritech's provision of OS and DA. All information provided shall be treated as Proprietary Information pursuant to Article XX. Requesting Carrier shall provide, at a minimum, the following applicable information to Ameritech not less than ninety (90) days (or such earlier time as mutually agreed upon) prior to the date on which Requesting Carrier requests Ameritech to provide OS and/or DA:

OS

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

DA

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

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

- 7.7.7 For branding of Calling Card, OS and DA calls, Ameritech shall record the branding announcement, no longer than 3 seconds, for installation on each OS and DA switch serving Requesting Carrier's Customers. Requesting Carrier shall provide Ameritech the wording of the announcement.
- 7.7.8 Requesting Carrier grants to Ameritech during the Term a non-exclusive, license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by Requesting Carrier under this Agreement will be maintained by Ameritech only for purposes of providing DA information to Requesting Carrier Customers, and will not be disclosed to third parties. This section does not prohibit Ameritech and Requesting Carrier from entering into a separate agreement which would allow Ameritech to provide or sell Requesting Carrier's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.
- 7.7.9 Ameritech will supply Requesting Carrier with call detail information so that Requesting Carrier can rate and bill the call. This information excludes rating and invoicing of Customers.
- 7.7.10 Ameritech will bill Requesting Carrier monthly for the OS and DA services it performs at the rates specified in Item X of the Pricing Schedule, which will include detailed billing information as required to substantiate its charges.

3.2 Add Article XIII NUMBER PORTABILITY -- SECTION 251(b)(2)

- 13.1 Provision of Local Number Portability.** Each Party shall provide to the other Party, Local Number Portability in accordance with the requirements of the Act. For purposes of this Article XIII, "Party A" means the carrier from which a telephone number is ported, and "Party B" means the carrier to which a telephone number is ported.
- 13.2 Long Term Number Portability ("LNP").** The Parties agree to provide LNP on a reciprocal basis using Location Routing Number (LRN) as the means to port

and route calls to ported numbers in accordance with the FCC and Commission guidelines applicable to LNP.

13.3 Ordering and Provisioning LNP.

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

13.3.2 Requesting Carrier shall establish the Provisioning EI on or before the Service Start Date so that it will submit all requests for CSRs and all orders for LNP through Ameritech’s Provisioning EI. Ameritech shall have no obligation to accept manual or faxed requests for CSRs or provision any manual or faxed LNP Orders except as set forth in **Section 10.13.2(b)**.

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

13.4 Customer Service Record (“CSR”).

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

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

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

- a) Customer Account Name;
- b) Customer Account Telephone Number(s);
- c) Customer Listing information;
- d) Customer billing information;

- e) Customer services and equipment to enable a determination of what types of service the Customer has;
- f) Customer Circuit information;
- g) Customer PIC and 2PIC carrier identification; and
- h) Any other information describing, but not limited to, the types of service offered to the Customer, the Customer premise equipment, billing options, or payment plans.

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

13.5 Other Number Portability Provisions.

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

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

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

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

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

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

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

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

- 13.5.9 Each Party will offer both coordinated and non-coordinated cutovers. Any coordinated cutovers requested out of normal business hours will be subject to overtime and time and material charges. Additionally, if after the Effective Date either Party offers a Ten Digit Trigger, that Party will charge for all coordinated cutovers for LNP.
- 13.5.10 In the event a Party does not provide the subscription verification to the Number Portability Administration Center (NPAC) within the T-1 and T-2 timers defined in the NPAC requirements and the other Party's subscription is cancelled, that Party will be considered not to have submitted a valid order and will have to submit a revision to change the Due Date on the order.
- 13.5.11 Each Party will be responsible for testing its own network prior to reporting trouble to the other Party. In the event that a trouble is reported to a Party and the trouble is found not to be within that Party's network, that Party will charge Requesting Carrier its then-current time and material charges for the resolution of the trouble.
- 13.5.12 Requesting Carrier must have ordered, implemented, tested and turned up interconnection trunks prior to ordering LNP from Ameritech.
- 13.5.13 Once a number has been ported from a Party, that Party will no longer be responsible for payment of Reciprocal Compensation for any calls originated from that number.
- 13.5.14 Each Party will charge the other Party for any supplemental or different versions of an original order submitted to the Party. Additionally, each Party will also charge the other Party for orders submitted that are subsequently cancelled.
- 13.5.15 In the event that a Party has begun, partially completed, or fully completed a conversion for LNP and the other Party asks that the Party restore service back to its network, the Party doing the conversion will charge the other Party on a time and materials basis for restoring service. Additionally, each Party shall cooperate with the other Party to restore the service.
- 13.5.16 Ameritech will disconnect all directory listing and advertising associated with ported or disconnected numbers.

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

<u>Order Type</u>	<u>EDI FOC Interval</u>	<u>LNP Interval Following FOC Delivery</u>
Stand Alone LNP Orders Affecting Fewer Than 15 Lines or Numbers and First Number Ported in NPA-NXX	1 Business Day	4 Business Days Following FOC Delivery
Stand Alone LNP Orders Affecting Fewer Than 15 Lines or Numbers and NOT First Number Ported in NPA-NXX	1 Business Day	2 Business Days Following FOC Delivery
LNP Orders Accompanying Unbundled Loop Orders and Affecting Fewer Than 15 Lines Or Numbers	Longer of the Loop or LNP FOC Interval	Longer of the Loop or LNP Due Date Interval
LNP Orders for Only Part of an Account (With or Without Unbundled Loops)	4 Business Days	14 Calendar Days Following FOC Delivery
LNP Orders Affecting More Than 15 Lines or Numbers (With Or Without Unbundled Loops)	4 Business Days	14 Calendar Days Following FOC Delivery

13.7 LNP Conversion Dispute.

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

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

13.8 Pricing for LNP. Ameritech will recover its costs associated with LNP via the Customer surcharge and LNP query services as specified in the FCC's Third Report and Order on Telephone Number Portability. Requesting Carrier agrees not to charge

Ameritech, nor any Ameritech Affiliate, subsidiary or Customer for recovery of Requesting Carrier's costs associated with LNP.

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

<u>Order Type</u>	<u>EDI FOC Interval</u>	<u>LNP Interval Following FOC Delivery</u>
Stand Alone LNP Orders Affecting Fewer Than 15 Lines or Numbers and First Number Ported in NPA-NXX	1 Business Day	4 Business Days Following FOC Delivery
Stand Alone LNP Orders Affecting Fewer Than 15 Lines or Numbers and NOT First Number Ported in NPA-NXX	1 Business Day	2 Business Days Following FOC Delivery
LNP Orders Accompanying Unbundled Loop Orders and Affecting Fewer Than 15 Lines Or Numbers	Longer of the Loop or LNP FOC Interval	Longer of the Loop or LNP Due Date Interval
LNP Orders for Only Part of an Account (With or Without Unbundled Loops)	4 Business Days	14 Calendar Days Following FOC Delivery
LNP Orders Affecting More Than 15 Lines or Numbers (With Or Without Unbundled Loops)	4 Business Days	14 Calendar Days Following FOC Delivery

13.10 LNP Conversion Dispute.

13.10.1 In the event that a Party ports a Customer's telephone number without such Customer's knowledge or proper authorization, the other Party will charge the Party which ported the number the Unauthorized Switching charge described in **Schedule 10.11.2**. A Party also will cooperate to

switch the service back to the other Party in as expedient a manner as requested by that Party, notwithstanding normal LNP intervals. Additionally each Party will provide evidence and statistics regarding these incidents to appropriate regulatory bodies including the FCC or the Commission.

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

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

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

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

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

10.2 Operations Support Systems Functions — Provisioning.

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

- (b) Non-Electronic Orders. Prior to 2/28/00, Requesting Carrier shall establish the Provisioning EI so that it may submit all orders for Resale Services to Ameritech through such Provisioning EI. Ameritech shall have no obligation to accept or provision any Requesting Carrier Service Order that is not submitted through the Provisioning EI (a “**Non-Electronic Order**”) except if Requesting Carrier is unable to submit a Service Order through the Provisioning EI and such inability is caused (i) by Ameritech’s equipment and facilities (e.g., a functional limitation or malfunction) or (ii) by the temporary interruption or malfunction of Requesting Carrier systems or interfaces that precludes Requesting Carrier from using the Provisioning EI. If Requesting Carrier submits a Non-Electronic Order for the reasons set forth in clause (ii) above, the Parties agree that each Non-Electronic Order shall be (1) subject to additional non-recurring charges, as set forth in the Pricing Schedule, that compensate Ameritech for its costs in accordance with Section 252(d) of the Act to receive, process, provision and perform maintenance and repair for such Non-Electronic Orders, (2) processed and provisioned on a first-in, first-out basis with respect to all Non-Electronic Orders received by Ameritech and (3) subject to a limit of twenty (20) orders per day (Region-Wide and in the aggregate for all Non-Electronic Orders submitted hereunder, whether for Resale Services, access to unbundled Network Elements or LNP or any combination thereof). If Requesting Carrier intends to submit a Non-Electronic Order for the reasons set forth in clause (ii) above, Requesting Carrier shall provide written (via facsimile) and telephonic notice to its Ameritech account and service managers as soon as possible but prior to submitting such orders and shall provide in its notice (x) the reason Requesting Carrier is submitting such Non-Electronic Orders in lieu of using the Provisioning EI, (y) the time period for which Requesting Carrier will submit Non-Electronic Orders and (z) a good faith estimate of the number of Non-Electronic Orders to be submitted during such time period. Requesting Carrier agrees to use its best efforts to resume submitting Service Orders via the Provisioning EI as soon as possible but in any event within ten (10) Business Days after receipt by Ameritech of Requesting Carrier’s written notice as described above. Ameritech shall have no obligation to accept or process Non-Electronic Orders after such ten (10) Business Day period.
- (c) Pre-Ordering Functions. Requesting Carrier shall also use the Provisioning EI to access all of the other Operations Support Systems functions that are available through such Provisioning EI and which are described on Schedule 10.13.2 and/or made available to Requesting Carrier after the Effective Date.

- (d) Service Ordering and Provisioning. Service Orders will be placed by Requesting Carrier and provisioned by Ameritech in accordance with the procedures described in **Section 10.7**.
- (e) Status Reports. After receipt and acceptance of a Service Order, Ameritech shall provide Requesting Carrier with service status notices on an exception basis.
- (f) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of a Requesting Carrier Customer's Resale Service, unless directed to do so by Requesting Carrier by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's PLEC to a carrier other than Requesting Carrier.

10.3 Operations Support Systems Functions — Maintenance.

- (a) Electronic Interface for Maintenance and Repair. Ameritech will provide access to, and Requesting Carrier shall use, an electronic interface (the "**Maintenance EI**") for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data.
- (b) Maintenance. Maintenance will be provided by Ameritech as set forth in the Implementation Plan and in accordance with the requirements set forth in **Sections 10.7** and **Schedule 10.13**.
- (c) Pre-Screening. Prior to referring troubles to Ameritech, Requesting Carrier shall complete the same prescreening guidelines with its Customers that Ameritech utilizes with its Customers; copies of which shall be provided by Ameritech to Requesting Carrier upon Requesting Carrier's request.

5.0 MISCELLANEOUS

- 5.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 5.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2001, by Ameritech Michigan, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

XO Michigan, Inc.

**SBC Telecommunications, Inc.
as agent for Ameritech Michigan**

PLEASE SIGN

By: [Signature]

By: OR Stanley

Title: Senior Vice President

Title: President - Industry Markets
O. R. Stanley

Name: R. Gerard Saleme
(Print or Type)

Name: _____
(Print or Type)

Date: 10/31/01

Date: OCT 30 2001

* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Ameritech Michigan does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under Sections 29.3 of the Interconnection Agreement between XO Michigan, Inc. and Ameritech Michigan.

ATTACHMENT A

**APPENDIX DSL
(Including Line Sharing or HFPL)**

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-12STATE** means the above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.4 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.5 The prices at which **SBC-12STATE** agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.
- 1.6 The prices, terms, and conditions herein are not applicable in **SNET**. **SNET**'s unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.
- 1.7 **SBC-12STATE** agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a “loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a “subloop” is defined as any portion of the loop from **SBC-12STATE**’s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in **SBC-12STATE**’s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC’s Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC’s Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) (“the UNE Remand Order”). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.
- 2.3 The term “Digital Subscriber Line” (“DSL”) describes various technologies and services. The “x” in “xDSL” is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 “High Frequency Portion of the Loop” (“HFPL”) is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC’s Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the “Line Sharing Order”) references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. **SBC-12STATE** shall only make the HFPL available to CLEC in those instances where **SBC-12STATE** also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.
- 2.5 A loop technology that is “presumed acceptable for deployment” is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of

other services, or has been approved by the FCC, any state commission, or an industry standards body.

- 2.6 A “non-standard xDSL-based technology” is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 “Continuity” shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.8 “Proof of Continuity” shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”
- 2.9 “xDSL Capable Loop” is a loop that a CLEC may use to deploy xDSL technologies.
- 2.10 “Cooperative Acceptance Testing” shall be defined as the joint testing between **SBC-12STATE**’s Technician, its Local Operations Center (“LOC”), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.
- 2.11 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (“Plan of Record” or “POR”) refers to **SBC-12STATE**’s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.
- 2.12 The “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.13 Digital Subscriber Line Access Multiplexer” (“DSLAM”) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

- 3.1 Unless otherwise noted, all references to “loop” in Sections 3.1 - 3.8 includes **SBC-12STATE**’s HFPL offering unless otherwise noted.

- 3.2 **SBC-12STATE** will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. **SBC-12STATE** will not impose limitations on the transmission speeds of xDSL services; provided, however, **SBC-12STATE** does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.
- 3.3 **SBC-12STATE** shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless **SBC-12STATE** has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to **SBC-12STATE** and the state commission before or at the time of its request to deploy such technology within **SBC-12STATE**. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.
- 3.5 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 3.6 Liability
- 3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or **SBC-12STATE**, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on **SBC-12STATE** facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its

agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.

- 3.6.2 For any technology, CLEC's use of any **SBC-12STATE** network element, or its own equipment or facilities in conjunction with any **SBC-12STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-12STATE**, its affiliated companies or connecting and concurring carriers involved in **SBC-12STATE** services, cause damage to **SBC-12STATE**'s plant, impair the privacy of a communications carried over **SBC-12STATE**'s facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, **SBC-12STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, **SBC-12STATE** will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If **SBC-12STATE** does not believe the CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by **SBC-12STATE** must be supported with specific and verifiable supporting information.

3.7 Indemnification

- 3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability) arising from the use of such non-standard xDSL technologies by the Indemnifying Party, or Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee and Indemnitee (i.e., **SBC-12STATE**) is requested by another telecommunications provider to provide a voice grade service or facility to the end user.
- 3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with

Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on Indemnitee's facilities or Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee and Indemnitee (i.e., **SBC-12STATE**) is requested by another telecommunications provider to provide a voice grade service or facility to the end user, and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

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

3.7.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnitee liability and in any case which Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any Indemnitee liability.

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

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the time of ordering, notify **SBC-12STATE** as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the associated Appendix Pricing.

4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.

4.1.4 Sub-Loop: In locations where **SBC-12STATE** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **SBC-12STATE** will make the following options available to CLEC:

4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting **SBC-12STATE** to make copper facilities available (subject to Section 4.6 below).

- 4.1.4.2 The CLEC has the option of collocating a DSLAM in **SBC-12STATE**'s Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at **SBC-12STATE** RTs, **SBC-12STATE** will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.
- 4.1.4.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and **SBC-12STATE** has placed a DSLAM in the RT, **SBC-12STATE** must unbundle and provide access to its packet switching. **SBC-12STATE** is relieved of this unbundling obligation only if it permits a requesting CLEC to collocate its DSLAM in **SBC-12STATE**'s remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.
- 4.1.5 When **SBC-12STATE** is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide **SBC-12STATE** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes.
 - 4.1.5.1 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.
- 4.2 When **SBC-12STATE** traditional retail POTS services are disconnected, **SBC-12STATE** will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to underlying Pricing Appendix. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.
- 4.3 **SBC-12STATE** shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.
- 4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations)

or unbundled local switching or any arrangement where **SBC-12STATE** is not the retail POTS provider.

- 4.5 **SBC-12STATE** shall not be required to provide narrowband service to CLEC “A” and broadband service to CLEC “B” on the same loop. Any line sharing between two CLECs shall be accomplished between those parties and shall not utilize any **SBC-12STATE** splitters, equipment, cross connects or OSS systems to facilitate line sharing between such CLECs.
- 4.6 **SBC-12STATE** shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. **SBC-12STATE** shall be under no obligation to provide HFPL where **SBC-12STATE** is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. CLEC shall pay **SBC-12STATE** for conditioning performed at CLEC’s request pursuant to Sections 7.1 and 7.2 below.
- 4.7 For each loop (including the HFPL), CLEC shall at the time of ordering notify **SBC-12STATE** as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify **SBC-12STATE**. Likewise, **SBC-12STATE** will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. **SBC-12STATE** will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.
- 4.8 **SBC-12STATE** will not deny a requesting CLEC’s right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
- 4.8.1 Upon request by CLEC, **SBC-12STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC’s expense, to a third party laboratory of CLEC’s choice for such evaluation.

- 4.8.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, **SBC-12STATE** will provide a loop to support the new technology for CLEC as follows:
- 4.8.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **SBC-12STATE** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.
- 4.8.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.
- 4.8.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if **SBC-12STATE** or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then **SBC-12STATE** or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that **SBC-12STATE** or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.
- 4.8.3 Each Party must abide by Commission or FCC-approved spectrum management standards. **SBC-12STATE** will not impose its own standards for provisioning xDSL services. However, **SBC-12STATE** will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with **SBC-12STATE**'s standard collocation practices and procedure. When virtually collocated, **SBC-12STATE** will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, SBC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein. SBC will determine where such SBC-owned splitters will be located in each central office. SBC owned splitters will be placed in a common area accessible to CLECs if space is available. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Upon CLEC's request, SBC will perform testing and repair at the SBC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by SBC, CLEC shall pay SBC for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 SBC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SBC shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the SBC central office. For requests for SBC provided splitters in offices not provisioned in the initial

deployment, all such requests, including forecasts, must be made in the CLECs Collocation Application. Installation intervals will be consistent with the collocation intervals for the applicable state.

- 5.1.2.1.2 Forecasts will be non-binding on both ILECs and CLECs. As such, **SBC-12STATE** will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.

- 5.1.2.2 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-12STATE** locations. Connecting Block layouts will reflect standard recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-96. All arrangements must be consistent with **SBC-12STATE**'s Operational Support Systems ("OSS").

- 5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

- 5.1.2.4 All SBC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.

- 5.1.2.5 When an end-user disconnects SBC's POTS service, SBC will advise the end user to also notify their data CLEC. SBC will also notify the CLEC of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.

- 5.1.2.6 SBC retains the sole right to select SBC-owned splitter equipment and installation vendors.

- 5.2 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, **SBC-12STATE** will install the splitter in an **SBC-12STATE** bay and **SBC-12STATE** will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.
- 5.3 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-12STATE** locations. In situations where the CLEC owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with **SBC-12STATE** Operations Support Systems (“OSS”).
- 5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

- 6.1 **General:** **SBC-12STATE** will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in **SBC-12STATE**'s Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC-12STATE** is providing any other CLEC and/or **SBC-12STATE**'s retail operations or its advanced services affiliate.
- 6.2 **Loop Pre-Qualification:** Subject to 6.1 above, **SBC-12STATE**'s pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, **SBC-12STATE** will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.

- 6.3 Loop Qualification: Subject to 6.1 above, **SBC-12STATE** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as **SBC-12STATE**'s retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.
- 6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in **SBC-12STATE**'s electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.
- 6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.
- 6.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.
- 6.4 All three categories of loop qualification are subject to the following:
- 6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.
- 6.4.2 If a CLEC elects to have **SBC-12STATE** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to **SBC-12STATE**'s affiliate, whichever is less.
- 6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that **SBC-12STATE** perform conditioning

at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

- 6.4.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, **SBC-12STATE** is not required to condition the loop. However, should **SBC-12STATE** refuse the CLEC's request to condition a loop, **SBC-12STATE** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

7. PROVISIONING

- 7.1 Provisioning: **SBC-12STATE** will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, **SBC-12STATE** will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.
- 7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.
- 7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 7.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **SBC-**

12STATE's tariffed xDSL-based services, or its affiliate's, whichever is less.

- 7.3.2 The provisioning and installation intervals for xDSL-capable loops and HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.
- 7.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.
- 7.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.
- 7.3.5 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measurement commitments.
- 7.3.6 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

8. ACCEPTANCE TESTING AND COOPERATIVE TESTING

- 8.1 **SBC-12STATE** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **SBC-12STATE** provides HFPL, continuity is generally assumed as **SBC-12STATE** retail POTS service is operating at the time of the order. Therefore, acceptance testing is unnecessary. Generally, **SBC-12STATE** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test.
- 8.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.
- 8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.
- 8.3 Acceptance Testing Procedure:
- 8.3.1 Upon delivery of a loop to/for the CLEC, **SBC-12STATE**'s field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.
- 8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-12STATE** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
- 8.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **SBC-12STATE** field technician will not perform a short or open circuit due to technical limitations.
- 8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

- 8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-12STATE** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, **SBC-12STATE** will still close the order. **SBC-12STATE** will not complete an order that fails Acceptance Testing.
- 8.3.4 Until such time as the CLEC and **SBC-12STATE** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-12STATE** agrees that should the CLEC open a trouble ticket and an **SBC-12STATE** network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an **SBC-12STATE** fault), **SBC-12STATE**, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 8.3.5 **SBC-12STATE** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-12STATE** may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.
- 8.3.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-12STATE** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **SBC-12STATE** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.4 below.
- 8.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards

not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.4 Acceptance Testing Billing

8.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, the CLEC may indicate that it believes that **SBC-12STATE** is failing to install loops that are acceptable under the terms and definitions of this Appendix.

8.4.1.1 **SBC-12STATE** will perform an unbiased random sampling of the CLEC's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that **SBC-12STATE** is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time over any 2 month period of time, **SBC-12STATE** may continue charging for Acceptance Testing for all. If the sampling results show that **SBC-12STATE** is not correctly provisioning loops eighty percent (80%) of the time, or greater, **SBC-12STATE** may then perform a comprehensive analysis of the population.

8.4.1.2 If the sampling results from Section 8.4.1.1 above show that **SBC-12STATE** is in non-compliance with the conditioning success rate, as defined in this Appendix, then the CLEC will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

8.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, **SBC-12STATE** may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 8.4.1.2 above, be performed to determine whether **SBC-12STATE** can show compliance with the minimum success rates, as defined in Section 8.4.1.1 above. If the sampling result show **SBC-**

12STATE is again in compliance, billing for Acceptance Testing shall resume.

8.4.1.4 Regardless of whether **SBC-12STATE** is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. **SBC-12STATE** will not bill for loop repairs when the repair resulted from an **SBC-12STATE** problem.

8.4.1.5 Beginning November 1, 2000, the **SBC-12STATE** delivery commitment, as defined by this Appendix in section 8.4.1.1, changes from 80% to 90%.

8.5 The charges for Acceptance Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	\$40.92	\$22.60
Nevada Bell*	FCC No. 1; Sec. 13.3.5 (B)(1)	UBC++	\$40.21/\$32.72	N/A
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)	UBC++	\$44.00	\$23.00
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)	UBCX+	\$33.51	\$21.32

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.

**Rates subject to tariff changes.

If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

9. MAINTENANCE /SERVICE ASSURANCE

9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

- 9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, **SBC-12STATE** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, **SBC-12STATE** shall attempt to notify the end user and CLEC for permission any time **SBC-12STATE** repair effort has the potential of affecting service on the broadband portion of the loop. **SBC-12STATE** may proceed with repair of the voice circuit if unable to reach end-user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval. CLEC agrees that standard offered intervals do not constitute performance measurement commitments.
- 9.3 **SBC-12STATE** will offer a 24-hour clearing time on trouble reports referred by CLEC and proven to be in the wiring or physically tested and found to be in the loop. If **SBC-12STATE** isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or splitter, **SBC-12STATE** will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or **SBC-12STATE** (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to **SBC-12STATE** “cutting around” the POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact **SBC-12STATE** to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, **SBC-12STATE** will charge the CLEC upon closing the trouble ticket.
- 9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, **SBC-12STATE**’s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC’s request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop’s modified design. For loops under 12,000 feet, **SBC-12STATE** will remove load coils, repeaters and excessive bridge tap at no charge.

- 9.5 Any CLEC testing of the retail-POTS service must be non-intrusive unless utilizing Mechanized Loop Testing (MLT). **SBC-12STATE** will provide CLECs access to its legacy MLT system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on the CLEC's trouble documentation for non-mechanized tests.
- 9.6 CLEC hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to **SBC-12STATE** facilities and hereby agrees to release, defend and indemnify **SBC-12STATE**, and hold **SBC-12STATE** harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against **SBC-12STATE** by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.
- 9.7 **SBC-12STATE** will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.
- 9.8 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with **SBC-12STATE**.

10. SPECTRUM MANAGEMENT

- 10.1 CLEC will advise **SBC-12STATE** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify **SBC-12STATE** as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify **SBC-12STATE**. CLEC will abide by standards pertinent for the designated PSD mask type.
- 10.2 **SBC-12STATE** agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. **SBC-12STATE** may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. **SBC-**

12STATE shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, **SBC-12STATE** will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by **SBC-12STATE**, as well as competitively neutral as between different xDSL services. Where disputes arise, **SBC-12STATE** and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, **SBC-12STATE** will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

- 10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, **SBC-12STATE** and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.
- 10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then **SBC-12STATE** and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. RESERVATION OF RIGHTS

- 11.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or

any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

ATTACHMENT B

APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only **SBC-13STATE** is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

- 1.1.1 As used herein, **SBC-AMERITECH** means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.1.2 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.2 **SBC-13STATE** will provide to CLEC certain items as set out in the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.
- 1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date **SBC-13STATE** obligations cease under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.

2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:

2.2.1 the Merger Closing Date is October 8, 1999; and

2.2.2 the Offering Window begins November 7, 1999.

2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141.

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

3.1 Effective June 6, 2000, this discount is no longer available.

4. OSS: CHANGE MANAGEMENT PROCESS

- 4.1 Upon request by CLEC, within one month of the Merger Closing Date, SBC-13STATE and CLEC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the SBC-13STATE Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, “change management process” means the documented process that SBC-13STATE and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. SBC-13STATE will follow the uniform change management process agreed upon with interested CLECs.

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES

- 5.1 Effective with the first billing cycle that begins after the Merger Closing date, SBC-13STATE hereby eliminates in the SBC-13STATE Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately \$3600 per month per CLEC per State) that SBC-13STATE charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, SBC-13STATE also hereby eliminates in the SBC-13STATE Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit SBC-13STATE's right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements.

6. ADVANCED SERVICES OSS DISCOUNTS

- 6.1 SBC-13STATE will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled

local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.

- 6.2 If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by **SBC-13STATE**, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.
- 6.3 In order to qualify for the OSS Discounts set forth in **Paragraphs 6.1 and 6.2** for Indiana, CLEC shall deliver to **SBC-13STATE** and the Indiana Utility Regulatory Commission, initially and on a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on **Exhibit E** - OSS Discounts, Certificate of Eligibility as specifically required by Paragraph 18 of the FCC Conditions and by the Indiana Utility Regulatory Commission.

7. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

7.1 SBC-13STATE will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

7.2 If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, SBC-13STATE's provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless SBC-13STATE receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by SBC-13STATE, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

8.1 SBC-13STATE will provide CLEC promotional resale discounts on telecommunications services that SBC-13STATE provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, SBC-13STATE's provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by SBC-13STATE, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

9.1 SBC-13STATE will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the "promotional UNE platform") to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999. When SBC-13STATE provides the promotional UNE platform, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, CLEC will pay an additional charge to compensate SBC-13STATE for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should CLEC's order require an assembly charge prior to establishment of such charge, SBC-13STATE will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to

CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

- 9.2 If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, **SBC-13STATE**'s provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, **SBC-13STATE**'s provision and CLEC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.
- 9.3 Notwithstanding 9.1 and 9.2 above, **SBC-AMERITECH** shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.
- 9.3.1 **SBC-AMERITECH** will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on **SBC-AMERITECH**'s TCNet.

10. LOOP CONDITIONING CHARGES

- 10.1 In accordance with paragraph 21 of the FCC Merger Conditions **SBC-13STATE** will provide to CLEC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of CLEC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. CLEC will identify to **SBC-13STATE** the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop

conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated SBC-13STATE technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where SBC-13STATE identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to provide Advanced Services, SBC-13STATE will obtain CLEC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work. Consistent with Paragraph 21 of the FCC's Merger Conditions, in states where rates have been approved for the removal of load coils, bridged taps and/or voice-grade repeaters by the state commission in arbitration, a generic cost proceeding or otherwise, CLEC shall not be entitled to adopt interim conditioning rates under the terms of this Section 10.1.

11. ALTERNATE DISPUTE RESOLUTION

11.1 In addition to the foregoing, upon CLEC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

12. CONFLICTING CONDITIONS

12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against SBC-13STATE, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

13. SUSPENSION OF CONDITIONS

13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by SBC-13STATE after the date of such termination or order or finding. Thereafter, SBC-13STATE 's continued

provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

14.1 Beginning on October 9, 2000, **SBC-AMERITECH** no longer provides unbundled interim shared transport, but rather provides unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999). The newer unbundled shared transport offering is available through a UNE Appendix that contains the applicable terms, conditions and rates; Unbundled shared transport is not offered under this Appendix.

15. PROMOTIONAL PAYMENT PLAN FOR UNE, RESALE AND BFR PROCESSING FEE WAIVER—OHIO AND ILLINOIS ONLY

15.1 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.

15.2 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional payment plan option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services. The promotion is available on the terms and conditions set forth in the Ameritech – Ohio and Illinois Merger Conditions for the period specified therein. Such provision of the promotional payment plan is subject to CLEC's qualification and compliance with the provisions of the Ameritech – Ohio and Illinois Merger Conditions.

15.3 **SBC-AMERITECH** agrees to waive, in the states of Illinois and Ohio, the Bona Fide Request ("BFR") initial processing fee associated with a BFR submitted by a CLEC for service to residential customers under the following condition: the

CLEC submitting the BFR must have, for the majority of the BFR requests it has submitted to Ameritech Illinois or Ameritech Ohio, as is appropriate, during the preceding 12 months, completed the BFR process, including the payment of any amounts due. The BFR initial processing fee will be waived for a CLEC's first BFR following the Merger Closing Date and for a CLEC that has not submitted a BFR during the preceding 12 months. This BFR fee waiver will be offered for a period of 3 years following the Merger Closing Date.

EXHIBIT E

OSS Discounts, Certificate of Eligibility

[Insert Date]

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear _____

This Certificate of Eligibility for Promotional Discounts (the "Eligibility Certificate") is delivered to you pursuant to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between our companies as amended to the date hereof (the "Agreement"). Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meaning provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION ON A QUARTERLY BASIS]

As a condition to receipt of the promotional provisions set forth in its agreement with **SBC-13 STATE** hereby certifies to **SBC-13STATE** and the Indiana Utility Regulatory Commission that Requesting Carrier is using each of the unbundled loops on which Requesting Carrier has requested and is receiving the OSS discounts provided in Appendix – Merger Conditions to provisions an Advanced Service in compliance with the provisions of Paragraph 18 of the FCC Conditions.

In Witness Whereof [Requesting Carrier] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this _____ day of _____, _____.

[Requesting Carrier]

By: _____

Name Printed: _____

Title: _____

CC: *[Insert state commission Recipient]*

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate
Loops Promotion			
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)		
Access Area C - Rural		\$ 10.40	Uses existing rate in underlying agreement, if none, use generic rate
Access Area B - Suburban		\$ 8.85	Uses existing rate in underlying agreement, if none, use generic rate
Access Area A - Metro		\$ 8.12	Uses existing rate in underlying agreement, if none, use generic rate
XDSL Promotion			
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)		N/A	N/A
Access Area C - Rural		N/A	N/A
Access Area B - Suburban		N/A	N/A
Access Area A - Metro		N/A	N/A
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology		N/A	N/A
Access Area C - Rural		N/A	N/A
Access Area B - Suburban		N/A	N/A
Access Area A - Metro		N/A	N/A
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology			
Access Area C - Rural		\$ 11.14	See NRC Prices Below

Access Area B - Suburban			\$ 9.01	See NRC Prices Below
Access Area A - Metro			\$ 7.07	See NRC Prices Below
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology				
Access Area C - Rural			\$ 21.53	See NRC Prices Below
Access Area B - Suburban			\$ 17.22	See NRC Prices Below
Access Area A - Metro			\$ 15.69	See NRC Prices Below
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology				
			N/A	N/A
Access Area C - Rural			N/A	N/A
Access Area B - Suburban			N/A	N/A
Access Area A - Metro			N/A	N/A
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology				
			N/A	N/A
Access Area C - Rural			\$ 11.14	See NRC Prices Below
Access Area B - Suburban			\$ 9.01	See NRC Prices Below
Access Area A - Metro			\$ 7.07	See NRC Prices Below
PSD#6 2-Wire Very High-band Capable				
			N/A	N/A
Access Area C - Rural			N/A	N/A
Access Area B - Suburban			N/A	N/A
Access Area A - Metro			N/A	N/A
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology				
			N/A	N/A

Access Area C - Rural			N/A	N/A
Access Area B - Suburban			N/A	N/A
Access Area A - Metro			N/A	N/A
Service Order Establishment Charge				\$ 4.82
Loop Connection Charge				\$ 13.95
# UNE-P Promotion			N/A	N/A
ULS-IST Port				
Residence Basic Line Port-All Zones	UJR		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
ISDN Direct Port-All Zones	U2P		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Cross connect	CXC9X		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Service Order Charge	NR9UU, NR9UV		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
# Unbundled Local Loop				
2-Wire Analog Loop	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Service Order Charge	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate

Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

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ATTACHMENT C

APPENDIX DA

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**APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based CLEC's or CLEC's leasing unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications, Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.8 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.

- 1.11 As used herein, **PACIFIC** means an ILEC doing business in California.
- 1.12 As used herein, **NEVADA** means an ILEC doing business in Nevada.
- 1.13 As used herein, **SNET** means an ILEC doing business in Connecticut.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following DA Services:

- 2.1.1 **DIRECTORY ASSISTANCE (DA)**

- 2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of “non-published status”) for the local/intraLATA serving area where available to CLEC’s End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.

- 2.1.2 **DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)**

- 2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC’s End User, utilizing an automated voice system or with operator assistance.

- 2.1.3 **NATIONAL DIRECTORY ASSISTANCE (NDA)**

- 2.1.3.1 **SBC-10STATE/PACIFIC** - A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to CLEC End Users.

- 2.1.4 **NEVADA/SNET** – NDA is not technically feasible and/or available.

3. DEFINITIONS

- 3.1 The following terms are defined as set forth below:

- 3.1.1 **“Non-List Telephone Number or DA only Telephone Number”** - A telephone number that, at the request of the telephone subscriber, is

not published in a telephone directory, but is available from a DA operator.

3.1.2 “**Non-Published Number**” - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.

3.1.3 “**Published Number**” - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

4.1 The procedure of identifying a provider’s name audibly and distinctly to the End User at the beginning of each DA Services call.

4.1.1 Where technically feasible and/or available, **SBC-13STATE** will brand DA in CLEC’s name based upon the criteria outlined below:

4.1.1.1 Where **SBC-12STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-12STATE** is only providing DA service on behalf of the CLEC, the calls will be branded.

4.1.1.1.1 SNET – Where SNET provides Operator Services (OS) and DA services on behalf of CLEC, the CLEC must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where SNET is only providing DA service on behalf of the CLEC, the CLEC’s calls will be branded.

4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

4.1.1.3 **SBC-13STATE** - CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC’s specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC’s End User customer records in

SBC-13STATE Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges:

4.1.1.5.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-SWBT** unbundled local switching.

4.1.1.5.2 **PACIFIC/NEVADA** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.3 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

4.1.1.5.4 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by **SBC-AMERITECH** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

- 5.1 An SBC database referenced by an SBC Operator for CLEC DA specific information as provided by the CLEC such as its business office, repair and DA rates.
- 5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC DA Reference/Rater information based upon the criteria outlined below:
- 5.1.1.1 CLEC will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).
- 5.1.1.2 CLEC will inform **SBC-12STATE** via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.
- 5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Reference or Rater -information.
- 5.1.1.4 Where technically feasible and/or available, when an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable DA rates as provided by CLEC or as otherwise defined below.
- 5.1.1.5 **SNET**- until technically feasible and/or available, when a **SNET** Operator receives a rate request from a CLEC end user, **SNET** will quote the surcharge rate only.

6. RESPONSIBILITIES OF THE PARTIES

- 6.1 CLEC agrees that due to customer quality and work force scheduling, **SBC-13STATE** will be the sole provider of DA Services for CLEC's local serving area(s) for a minimum of a one (1) year period. The foregoing minimum term commitment provision is not applicable if **SBC-13STATE** has been the sole provider of DA services for CLEC's local serving area for more than a year pursuant to a prior DA agreement whose term immediately preceded the effective date of this DA Appendix.
- 6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate

Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 CLEC will send the DA listing records to **SBC-13STATE** for inclusion in **SBC-13STATE** DA database via electronic gateway as described in Appendix WP.
- 6.7 CLEC agrees that **SBC-13STATE** may utilize CLEC's End User's listings contained in **SBC-13STATE** directory assistance database in providing existing and future **SBC-13STATE** directory assistance or DA related services.
- 6.8 CLEC further agrees that **SBC-13STATE** can release CLEC's directory assistance listings stored in **SBC-13STATE** directory assistance database to competing providers.

7. METHODS AND PRACTICES

- 7.1 **SBC-13STATE** will provide DA Services to CLEC's End Users in accordance with **SBC-13STATE** DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

8. PRICING

- 8.1 The prices at which **SBC-13STATE** agrees to provide CLEC with Directory Assistance Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 8.2 Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

9. MONTHLY BILLING

9.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

9.2 **SBC-13STATE** will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

10. LIABILITY

10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

10.2 CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

11. TERMS OF APPENDIX

11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, which ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party provided, however, that either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party if **SBC-13STATE** has been the sole provider of DA services for CLEC for more than one year pursuant to a prior DA Agreement whose term immediately preceded the effective date of this DA Appendix and in such instances, the estimated monthly charges in section 11.2 shall not apply.

11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SWBT, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term.

Estimated charges will be based on an average of the actual monthly service provided by SBC-13STATE pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

ATTACHMENT D

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 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/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **AM-MI** means the applicable above listed ILEC doing business in Michigan.
- 1.3 As used herein, **Collaborative Process** shall mean the OSS and performance measurement collaborative process established pursuant to Michigan Public Service Commission (“MPSC”) Case number U11830.
- 1.4 As used herein, **Remedy Plan** shall mean the performance measurement remedy plan approved by the MPSC in Case number U11830.
- 1.5 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC’s OSS application-to-application interfaces.
- 1.6 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AM-MI** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.7 In addition to the exclusions described in the performance measures and Remedy Plan developed within the Collaborative Process, and unless otherwise ordered by

the MPSC, AM-MI shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC's agent for connection to SBC-LEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2. RESULTS OF COLLABORATIVE PROCESS

- 2.1 The parties agree that the performance measurements, Remedy Plan and Business Rules developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Remedy Plan and Schedule, and the state-specific Business Rules, including, without limitation, any AM-MI obligation to pay remedies pursuant to the Remedy Plan and Schedule which will be posted on SBC/Ameritech's Internet website. AM-MI agrees to post the Business Rules on SBC/Ameritech's Internet website in accordance with the final resolutions achieved in the Collaborative Process.
- 2.2 The parties agree that performance measurements, Remedy Plan and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized and on a going forward basis. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, Remedy Plan and Business Rules adopted in the Collaborative Process. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from such state Commission order, and compliance with and implementation of any such order shall not represent voluntary agreement to pay liquidated damages nor a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.
- 2.3 Any payment by AM-MI pursuant to the Remedy Plan may be by either direct payment (such as a check) or by bill credit. If CLEC selects the direct payment option, CLEC shall submit the attached form. If CLEC does not submit the attached form, any payment shall be by bill credit.

Attachment 1: Ameritech – Michigan Performance Measurements Appendix
CLEC Identification and Liquidated Damages Information Form

A complete and accurate CLEC Identification and Liquidated Damages Information Form is required to be submitted before any liquidated damages may be processed for the CLEC, in accordance with the Ameritech – Michigan Performance Measurement Appendix. Please refer to the Appendix and the SBC CLEC website for more information on Performance Measurements and the Performance Remedy Plan. Submission of this form neither proves nor guarantees that performance remedies are due to the CLEC.

Activity

New

Change

Identifying Information

CLEC Legal Name			
Name in which the CLEC does business			
ACNA Code		SPID Code (LNP Only)	
Liquidated Damages for (Company Name)			
Name (if different)			

CLEC Information (Please provide the following payment information)

Check one of the following options:

Bill Credit

Check



Complete the additional payment information below for **Check** only:

Payee Name	
Street Address (mail to)	
City / State / Zip Code	
Contact Name	
Contact Phone	

Fax or mail the completed form to the following location:

Fax – (414) 678-2550 or LSC, 804 N. Milwaukee, Floor 3, Milwaukee, WI 53202

Implementation of liquidated damages calculations will begin in accordance with CLEC’s Performance Measurement Appendix. The person signing this form represents and warrants that the information provided on this form is complete and accurate and that he/she is authorized by the CLEC identified on the form to provide such information. If Electronic Funds Transfer (EFT) is desired instead of a check, contact your Ameritech Account Manager to obtain the additional forms.

Signed by:

Date:

Print Name:

Title:

ATTACHMENT E

MICHIGAN	AIT Generic Rates			
	AIT RECURRING		AIT NON-REC.	
	Monthly		Initial	Additional
<u>UNBUNDLED NETWORK ELEMENTS</u>				
<u>Unbundled Loops</u>				
2-Wire Analog - Rural (Zone C)	\$		See NRC prices below	
	12.54			
2-Wire Analog - Suburban (Zone B)	\$		See NRC prices below	
	8.73			
2-Wire Analog - Metro (ZoneA)	\$		See NRC prices below	
	8.47			
Conditioning for dB Loss				
4-Wire Analog - Rural (Zone C)	\$		See NRC prices below	
	26.68			
4-Wire Analog - Suburban (Zone B)	\$		See NRC prices below	
	19.29			
4-Wire Analog - Metro (Zone A)	\$		See NRC prices below	
	18.37			
2-Wire Digital - Rural (Zone C)	\$		See NRC prices below	
	14.89			
2-Wire Digital - Suburban (Zone B)	\$		See NRC prices below	
	11.17			
2-Wire Digital - Metro (Zone A)	\$		See NRC prices below	
	10.29			
4-Wire Digital - Rural (ZoneC)	\$		See NRC prices below	
	47.26			
4-Wire Digital - Suburban (ZoneB)	\$		See NRC prices below	
	41.57			
4-Wire Digital - Metro (Zone A)	\$		See NRC prices below	
	34.66			
DS3 Loop - Rural (Access Area C)	\$		See NRC prices below	
	743.35			
DS3 Loop - Suburban (Access Area B)	\$		See NRC prices below	
	726.89			
DS3 Loop - Metro (Access Area A)	\$		See NRC prices below	
	639.41			
DSL Capable Loops				
2-Wire Digital Loop ISDN/IDSL				
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural	See 2-Wire Digital		See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban	See 2-Wire Digital		See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro	See 2-Wire Digital		See NRC prices below	
2-Wire xDSL Loop				
PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	\$		TBD	N/A
	14.17			
PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	\$		TBD	N/A
	11.29			
PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	\$		TBD	N/A
	10.26			

PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	\$ 14.17	TBD	N/A
PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.29	TBD	N/A
PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	\$ 10.26	TBD	N/A
PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	\$ 14.17	See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.29	See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	\$ 10.26	See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	\$ 14.17	TBD	N/A
PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.29	TBD	N/A
PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	\$ 10.26	TBD	N/A
PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	\$ 14.17	See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.29	See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	\$ 10.26	See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	\$ 14.17	TBD	N/A
PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.29	TBD	N/A
PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	\$ 10.26	TBD	N/A
4-Wire xDSL Loop			
PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	\$ 28.21	See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	\$ 22.48	See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	\$ 20.43	See NRC prices below	
IDSL Capable Loop			
IDSL Loop Access Area C - Rural	\$ 14.89	See NRC prices below	
IDSL Loop Access Area B - Suburban	\$ 11.17	See NRC prices below	
IDSL Loop Access Area A - Metro	\$ 10.29	See NRC prices below	
HFPL Loop			
* HFPL Loop - Access Area C- Rural	\$ 7.08	See NRC prices below	
* HFPL Loop - Access Area B- Suburban	\$ 5.64	See NRC prices below	
* HFPL Loop - Access Area A- Metro	\$ 5.13	See NRC prices below	

Loop Qualification Process			
Loop Qualification Process - Mechanized	N/A	\$	N/A
		0.10	
Loop Qualification Process - Manual	N/A	\$	N/A
		141.38	
Loop Qualification Process - Detailed Manual	N/A	TBD	N/A
HFPL Splitter			
SBC owned splitter--line at a time	\$	N/A	N/A
	0.89		
DSL Conditioning Options - >12KFT and < 17.5KFT			
Removal of Repeater Options	N/A	\$	N/A
		24.29	
Removal Bridged Tap Option	N/A	\$	N/A
		23.35	
Removal of Load Coil	N/A	\$	N/A
		29.67	
DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT			
Removal of Repeater Options	N/A	\$	N/A
		24.29	
Removal Bridged Tap Option	N/A	\$	N/A
		23.35	
Removal of Load Coil	N/A	\$	N/A
		11.87	
<u>Loop Non-Recurring Charges (Excluding DS3)</u>			
Service Order- Initial	N/A	\$	N/A
		3.16	
Service Order- Disconnect	N/A	\$	N/A
		1.54	
Service Order- Subsequent	N/A	\$	N/A
		3.02	
Loop Connection	N/A	\$	N/A
		17.82	
Loop Disconnect	N/A	\$	N/A
		5.85	
Loop - Record Work Only	N/A	\$	N/A
		1.86	
Administration Charge, per order - DS0 Service	N/A	\$	N/A
		107.16	
Design and CO Connection Charge, per circuit - DS0 Service	N/A	\$	N/A
		74.94	
Carrier Connection Charge per Termination -DS0 Service	N/A	\$	N/A
		239.23	
Administration Charge, per order - DS1 Service	N/A	\$	N/A
		136.82	
Design and CO Connection Charge, per circuit - DS1 Service	N/A	\$	N/A
		339.17	
Carrier Connection Charge per Termination -DS1 Service	N/A	\$	N/A
		209.19	
Administration Charge, per order - DS0 Service - Disconnect	N/A	\$	N/A
		74.44	
Design and CO Connection Charge, per circuit - DS0 Service - Disconnect	N/A	\$	N/A
		56.56	

Carrier Connection Charge per Termination -DS0 Service - Disconnect	N/A	\$ 82.32	N/A
Administration Charge, per order - DS1 Service - Disconnect	N/A	\$ 74.33	N/A
Design and CO Connection Charge, per circuit - DS1 Service - Disconnect	N/A	\$ 34.41	N/A
Carrier Connection Charge per Termination -DS1 Service - Disconnect	N/A	\$ 75.01	N/A
* HFPL Service Order Charge			
Service Order- Installation, per occasion per location	N/A	\$ 3.16	N/A
Service Order- Disconnect, per occasion per location	N/A	\$ 1.54	N/A
Service Order- Subsequent, per occasion	N/A	\$ 3.02	N/A
Service Order- Record Work, per occasion	NA	\$ 1.86	N/A
<u>DS3 Loop Non-Recurring Charges</u>			
Administrative charge, per order per location - Initial order	N/A	\$ 182.70	N/A
Disconnect order	N/A	\$ 78.65	N/A
Design & Central Office Connection Charge, per DS1 - Initial order	N/A	\$ 566.80	N/A
Disconnect order	N/A	\$ 103.83	N/A
Carrier Connection Charge, per DS1 - Initial order	N/A	\$ 190.57	N/A
Disconnect order	N/A	\$ 51.13	N/A
SUB-LOOPS			
CO to RT sub-loop			
2 Wire Analog - area A	\$ 4.54		See NRC prices below
2 Wire Analog - area B	\$ 5.25		See NRC prices below
2 Wire Analog - area C	\$ 5.18		See NRC prices below
4 Wire Analog - area A	\$ 12.00		See NRC prices below
4 Wire Analog - area B	\$ 14.37		See NRC prices below
4 Wire Analog - area C	\$ 13.73		See NRC prices below
2 Wire DSL - area A	N/A		See NRC prices below
2 Wire DSL - area B	N/A		See NRC prices below
2 Wire DSL - area C	N/A		See NRC prices below
4 Wire DSL - area A	N/A		See NRC prices below
4 Wire DSL - area B	N/A		See NRC prices below
4 Wire DSL - area C	N/A		See NRC prices below
2 Wire ISDN Compatible - area A	\$ 9.59		See NRC prices below
2 Wire ISDN Compatible - area B	\$ 10.70		See NRC prices below
2 Wire ISDN Compatible - area C	\$		See NRC prices below

	11.03	
4 Wire DS1 Compatible - area A	\$	See NRC prices below
	57.77	
4 Wire DS1 Compatible - area B	\$	See NRC prices below
	59.62	
4 Wire DS1 Compatible - area C	\$	See NRC prices below
	63.48	
DS3 compatible subloop - area A	\$	See NRC prices below
	635.68	
DS3 compatible subloop - area B	\$	See NRC prices below
	715.62	
DS3 compatible subloop - area C	\$	See NRC prices below
	725.91	
CO to SAI Sub-Loop		
2 Wire Analog - area A	\$	See NRC prices below
	5.72	
2 Wire Analog - area B	\$	See NRC prices below
	6.23	
2 Wire Analog - area C	\$	See NRC prices below
	6.06	
4 Wire Analog - area A	\$	See NRC prices below
	14.39	
4 Wire Analog - area B	\$	See NRC prices below
	16.34	
4 Wire Analog - area C	\$	See NRC prices below
	15.57	
2 Wire DSL - area A	\$	See NRC prices below
	5.58	
2 Wire DSL - area B	\$	See NRC prices below
	6.22	
2 Wire DSL - area C	\$	See NRC prices below
	5.41	
4 Wire DSL - area A	\$	See NRC prices below
	11.15	
4 Wire DSL - area B	\$	See NRC prices below
	12.43	
4 Wire DSL - area C	\$	See NRC prices below
	10.82	
2 Wire ISDN Compatible - area A	\$	See NRC prices below
	8.99	
2 Wire ISDN Compatible - area B	\$	See NRC prices below
	10.64	
2 Wire ISDN Compatible - area C	\$	See NRC prices below
	10.29	
4 Wire DS1 Compatible - area A	N/A	See NRC prices below
4 Wire DS1 Compatible - area B	N/A	See NRC prices below
4 Wire DS1 Compatible - area C	N/A	See NRC prices below
DS3 compatible subloop - area A	N/A	See NRC prices below
DS3 compatible subloop - area B	N/A	See NRC prices below
DS3 compatible subloop - area C	N/A	See NRC prices below
CO to Terminal sub-loop		
2 Wire Analog - area A	\$	See NRC prices below
	9.24	
2 Wire Analog - area B	\$	See NRC prices below
	10.34	
2 Wire Analog - area C	\$	See NRC prices below
	13.99	

4 Wire Analog - area A	\$	See NRC prices below
	21.41	
4 Wire Analog - area B	\$	See NRC prices below
	24.51	
4 Wire Analog - area C	\$	See NRC prices below
	31.37	
2 Wire DSL - area A	\$	See NRC prices below
	9.12	
2 Wire DSL - area B	\$	See NRC prices below
	10.33	
2 Wire DSL - area C	\$	See NRC prices below
	13.35	
4 Wire DSL - area A	\$	See NRC prices below
	18.19	
4 Wire DSL - area B	\$	See NRC prices below
	20.60	
4 Wire DSL - area C	\$	See NRC prices below
	26.63	
2 Wire ISDN Compatible - area A	\$	See NRC prices below
	12.51	
2 Wire ISDN Compatible - area B	\$	See NRC prices below
	14.74	
2 Wire ISDN Compatible - area C	\$	See NRC prices below
	18.22	
4 Wire DS1 Compatible - area A	N/A	See NRC prices below
4 Wire DS1 Compatible - area B	N/A	See NRC prices below
4 Wire DS1 Compatible - area C	N/A	See NRC prices below
DS3 compatible subloop - area A	N/A	See NRC prices below
DS3 compatible subloop - area B	N/A	See NRC prices below
DS3 compatible subloop - area C	N/A	See NRC prices below
RT to SAI sub-loop		
2 Wire Analog - area A	\$	See NRC prices below
	1.37	
2 Wire Analog - area B	\$	See NRC prices below
	1.07	
2 Wire Analog - area C	\$	See NRC prices below
	1.23	
4 Wire Analog - area A	\$	See NRC prices below
	2.76	
4 Wire Analog - area B	\$	See NRC prices below
	2.16	
4 Wire Analog - area C	\$	See NRC prices below
	2.47	
2 Wire DSL - area A	\$	See NRC prices below
	1.37	
2 Wire DSL - area B	\$	See NRC prices below
	1.07	
2 Wire DSL - area C	\$	See NRC prices below
	1.23	
4 Wire DSL - area A	\$	See NRC prices below
	2.76	
4 Wire DSL - area B	\$	See NRC prices below
	2.16	
4 Wire DSL - area C	\$	See NRC prices below
	2.47	
2 Wire ISDN Compatible - area A	\$	See NRC prices below
	1.37	

2 Wire ISDN Compatible - area B	\$	See NRC prices below
	1.07	
2 Wire ISDN Compatible - area C	\$	See NRC prices below
	1.23	
4 Wire DS1 Compatible - area A	N/A	See NRC prices below
4 Wire DS1 Compatible - area B	N/A	See NRC prices below
4 Wire DS1 Compatible - area C	N/A	See NRC prices below
DS3 compatible subloop - area A	N/A	See NRC prices below
DS3 compatible subloop - area B	N/A	See NRC prices below
DS3 compatible subloop - area C	N/A	See NRC prices below
RT to Terminal sub-loop		
2 Wire Analog - area A	\$	See NRC prices below
	4.91	
2 Wire Analog - area B	\$	See NRC prices below
	5.17	
2 Wire Analog - area C	\$	See NRC prices below
	9.17	
4 Wire Analog - area A	\$	See NRC prices below
	9.79	
4 Wire Analog - area B	\$	See NRC prices below
	10.34	
4 Wire Analog - area C	\$	See NRC prices below
	18.29	
2 Wire DSL - area A	\$	See NRC prices below
	4.91	
2 Wire DSL - area B	\$	See NRC prices below
	5.17	
2 Wire DSL - area C	\$	See NRC prices below
	9.17	
4 Wire DSL - area A	\$	See NRC prices below
	9.79	
4 Wire DSL - area B	\$	See NRC prices below
	10.34	
4 Wire DSL - area C	\$	See NRC prices below
	18.29	
2 Wire ISDN Compatible - area A	\$	See NRC prices below
	4.91	
2 Wire ISDN Compatible - area B	\$	See NRC prices below
	5.17	
2 Wire ISDN Compatible - area C	\$	See NRC prices below
	9.17	
4 Wire DS1 Compatible - area A	N/A	See NRC prices below
4 Wire DS1 Compatible - area B	N/A	See NRC prices below
4 Wire DS1 Compatible - area C	N/A	See NRC prices below
DS3 compatible subloop - area A	N/A	See NRC prices below
DS3 compatible subloop - area B	N/A	See NRC prices below
DS3 compatible subloop - area C	N/A	See NRC prices below
RT to NID sub-loop		
2 Wire Analog - area A	\$	See NRC prices below
	5.84	
2 Wire Analog - area B	\$	See NRC prices below
	5.97	
2 Wire Analog - area C	\$	See NRC prices below
	9.90	
4 Wire Analog - area A	\$	See NRC prices below
	11.72	
4 Wire Analog - area B	\$	See NRC prices below

4 Wire Analog - area C	11.94	See NRC prices below
	\$	
	19.80	
2 Wire DSL - area A	\$	See NRC prices below
	5.84	
2 Wire DSL - area B	\$	See NRC prices below
	5.97	
2 Wire DSL - area C	\$	See NRC prices below
	9.90	
4 Wire DSL - area A	\$	See NRC prices below
	11.72	
4 Wire DSL - area B	\$	See NRC prices below
	11.94	
4 Wire DSL - area C	\$	See NRC prices below
	19.80	
2 Wire ISDN Compatible - area A	\$	See NRC prices below
	5.84	
2 Wire ISDN Compatible - area B	\$	See NRC prices below
	5.97	
2 Wire ISDN Compatible - area C	\$	See NRC prices below
	9.90	
4 Wire DS1 Compatible - area A	\$	See NRC prices below
	27.02	
4 Wire DS1 Compatible - area B	\$	See NRC prices below
	27.44	
4 Wire DS1 Compatible - area C	\$	See NRC prices below
	32.51	
DS3 compatible subloop - area A	\$	See NRC prices below
	635.68	
DS3 compatible subloop - area B	\$	See NRC prices below
	715.62	
DS3 compatible subloop - area C	\$	See NRC prices below
	725.45	
SAI to Terminal sub-loop		
2 Wire Analog - area A	\$	See NRC prices below
	4.51	
2 Wire Analog - area B	\$	See NRC prices below
	4.98	
2 Wire Analog - area C	\$	See NRC prices below
	8.90	
4 Wire Analog - area A	\$	See NRC prices below
	9.03	
4 Wire Analog - area B	\$	See NRC prices below
	9.92	
4 Wire Analog - area C	\$	See NRC prices below
	17.75	
2 Wire DSL - area A	\$	See NRC prices below
	4.51	
2 Wire DSL - area B		

**13 STATE AMENDMENT BETWEEN XO AND SBC ILECS
SUPERSEDING CERTAIN RECIPROCAL COMPENSATION,
INTERCONNECTION AND TRUNKING TERMS**

This Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (Amendment) is applicable to this and any future Interconnection Agreement between Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell Inc. d/b/a Ameritech Wisconsin, Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, and Southwestern Bell Telephone Company and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut through May 31, 2004, (hereinafter "ILEC") and XO Communications, Inc., including XO Illinois, Inc., XO, Ohio, Inc., XO Michigan, Inc., XO California, Inc., XO Texas, Inc., XO Missouri, Inc., and all XO Communications owned or controlled future affiliates or subsidiaries which are a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut through May 31, 2004 (hereinafter "CLEC"), whether such Agreement is negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" (MFN) rights. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, ILEC and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio or Connecticut the Parties wish to amend, modify and supersede certain compensation, interconnection and trunking provisions of the ICAs now and in the future between the Parties in such states through May 31, 2004.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in this ICA. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties through May 31, 2004, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through May 31, 2004, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties. Provided, however, if the underlying ICA or interconnection

agreement expires sooner than May 31, 2004, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICA or interconnection agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties through May 31, 2004. Also, the Parties recognize that an MFN interconnection agreement often receives quicker state public utility commission (PUC) approval than the negotiated Amendment which will be affixed to that interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Amendment, the Parties agree that the rates, terms and conditions of the Amendment will, upon state PUC approval of the Amendment, apply retroactively to the date of such state PUC approval of the underlying interconnection agreement, or February 1, 2001, whichever is later, so that the Rate Schedule will apply uninterrupted from February 1, 2001 through May 31, 2004.

2. During the term of this Amendment period, February 1, 2001 through May 31, 2004, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Amendment. CLEC hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection (POIs) or trunking requirements that are subject to this Amendment; provided, however, that if such other rates, terms, and conditions have been voluntarily agreed to by ILECs or their Affiliates across the thirteen-state region as a whole, CLEC or its Affiliate(s) may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, POIs or trunking requirements to which ILEC(s) or its Affiliates have agreed. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case CLEC shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.
3. During the period February 1, 2001 through May 31, 2004, and except as stated in this Section 2, the Parties waive any rights they may have under the Intervening/Change of Law provisions of the ICAs or interconnection agreements with respect to any reciprocal compensation or compensable traffic (as defined herein), POIs or trunking requirements that are subject to this Amendment. The Parties specifically acknowledge their awareness of various pending regulatory actions which may affect the nature of reciprocal compensation and treatment of internet service provider (ISP) traffic and other compensable traffic for compensation purposes. Each Party specifically acknowledges that this Amendment is intended to be a binding agreement, without regard to the standards set forth in subsections (b) and (c) of Section 251, made pursuant to Section 252 (a)(1) of the Act, and each Party further acknowledges that this Amendment is intended to and shall remain unaffected by and survive whatever regulatory, legislative or judicial results or orders, including, without limitation, the Federal Communications Commission'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), may occur during its term regarding such compensation. In consideration of the additional covenants herein and other good and valuable consideration, the receipt

and sufficiency of which is hereby acknowledged, both Parties covenant not to sue or arbitrate to enforce or interpret any subsequent rulings of any regulatory, legislative or judicial body against a Party to this Amendment in contravention of the terms and conditions herein, during its term. The Parties agree, however that the provisions of this Section 3. do not apply to state PUC required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed as a result of state PUC action, either Party may exercise the right to renegotiate the number and location of POIs required under this Amendment.

4. POI Requirements:

- 4.1. In order to qualify for receipt of the reciprocal compensation at the rates provided in the Rate Schedule, attached hereto and made a part hereof as Exhibit A, CLEC must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 4. through 6. of this Amendment.
- 4.2. Compliance with the provisions of this Amendment shall be on a local calling area by local calling area basis, which means that CLEC'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 Sections 4. through 6. of this Amendment.
- 4.3. CLEC will exert commercially reasonable efforts in each ILEC state to establish a physical POI in each mandatory local calling area in which it has listed telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG) or from where CLEC ports telephone numbers listed in the LERG by other local exchange carriers (including ILEC companies).
 - 4.3.1. In California, Nevada, Connecticut, Michigan, Ohio, Indiana, Illinois and Wisconsin , the Parties agree that Section 4. is satisfied, as to all sub-tending end offices and rate centers in which CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate local or access tandem serving, or at any mutually agreed end office within, the rate center.
 - 4.3.2. In Arkansas, Missouri, Kansas, Oklahoma and Texas , the Parties agree that Section 4. is satisfied, as to all sub-tending end offices and rate centers where CLEC has established a dialable telephone number local to the rate center or ports any number established by other local exchange carriers (including ILEC companies), if a physical POI is established at the appropriate tandem, if applicable, or any mutually agreed end office within, the local exchange area.
- 4.4. When establishing a POI required under Section 4. of this Amendment, the Parties agree:

- 4.4.1. CLEC may utilize existing interconnection arrangements at existing POIs, including the mid-span fiber meet architecture in service or being currently jointly planned; or
 - 4.4.2. CLEC may utilize its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where CLEC has spare fiber cable in an existing collocation space, CLEC may establish interconnection by terminating such fiber cable to an ILEC fiber optic terminal (FOT). This fiber cable handoff from CLEC's collocation facility to an ILEC FOT shall be in accordance with the applicable collocation provisions in the ICA, interconnection agreement or state tariff. If there are no provisions in the ICA, interconnection agreement or state tariff, then the fiber cable hand-off will be as mutually agreed upon by the Parties; or
 - 4.4.3. CLEC may utilize new, mutually agreed upon, mid-span fiber meets, where CLEC will connect to the ILEC FOT by providing fiber cable at the last entrance (or agreed upon) manhole outside of the tandem, or at the last entrance (or agreed upon) manhole outside of an end office in the rate center where the Parties agree to interconnection at an end office; or
 - 4.4.4. CLEC may utilize its existing facilities or the existing facilities of CLEC's interexchange carrier affiliate(s) (IXC), at the serving wire center locations where CLEC or its IXC have a facilities presence for switched and/or dedicated access traffic; or
 - 4.4.5. CLEC may by purchase Special Access or switched dedicated access transport facilities and services from ILEC as provided for in Section 4.8; or
 - 4.4.6. CLEC may utilize the transport facilities from a third party; or
 - 4.4.7. CLEC may utilize any other arrangement that the Parties may agree meets the requirements of Section 4.
- 4.5. When establishing a POI required by Section 4, ILEC will allow CLEC to establish local interconnection trunk groups to transport local or intraLATA traffic utilizing the facilities of any of CLEC's multiple CLEC affiliates; provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group on the facility. ILEC will also allow CLEC to establish local interconnection trunk groups to transport local and intraLATA traffic utilizing the access facilities of CLEC's IXC affiliate(s); provided, however, that each CLEC affiliate's traffic will be assigned a separate trunk group and CLEC may not combine local interconnection and inter-exchange access traffic over the same trunk group on the IXC facility.

- 4.6 Where CLEC and ILEC have an existing interconnection architecture that meets the POI requirements described above, this existing interconnection architecture cannot be changed without the mutual agreement of both Parties; provided, however, nothing herein shall prevent CLEC from eliminating or decommissioning a POI at its option.
- 4.7. When a new POI is established under Section 4, ILEC shall be responsible for the provisioning and cost of facilities on its side of the POI and CLEC shall be responsible for the provisioning and cost of facilities from its side of the POI back to the CLEC facilities and network.
- 4.8. When CLEC establishes a POI by purchasing Special Access facilities and services or switched dedicated access transport facilities and services from ILEC, these facilities shall be considered available for local interconnection trunks; provided, however, that CLEC shall be responsible for the ordering and cost. CLEC may purchase these facilities and services out of the ILEC's intrastate access tariffs or interstate access tariffs, access contracts or other access pricing plans as authorized by the FCC. Except as provided in Section 4.8.1 below, CLEC will submit orders to the applicable ILEC Access Service Center (ASC) and the orders will be governed by the ordering and provisioning terms of the applicable FCC Access tariff.
 - 4.8.1. Where CLEC establishes a new POI by purchasing Special Access facilities from ILEC, the Parties agree that where facilities exist between the new POI to be established and an existing CLEC POI, the new POI may be established as a "Billing POI" by utilizing existing facilities without physically moving trunks onto a newly established dedicated facility. When establishing such a "Billing POI", the CLEC will issue an order to the applicable ILEC ASC for its use of bandwidth on the existing facility, if the facilities were to be installed. In this manner, the Parties agree that new facilities need not be physically established and any ordering and installation and engineering charges shall not apply.
 - 4.8.2. 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 this Section 4.4.5 are provided by ILEC, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable ICA or interconnection agreement, regardless of the time limits contained therein.
- 4.9. CLEC will have a transition period of six months from the Effective Date of this Amendment to establish the new POIs required by Section 4. and achieve the Direct End Office Trunk (DEOT) criteria identified in Section 7.1 below, unless the Parties otherwise agree to a different date. At the end of this six month transition period, if CLEC has not established a physical POI or achieved the

DEOT criteria, CLEC shall not be entitled to receive reciprocal compensation for calls from that local calling area. During this six month transition period, CLEC will not be subject to the charges for the facilities described in Section 4.8.

5. During the term of this Amendment, CLEC may order and ILEC will provide, where facilities are available, sufficient dedicated services or facilities as referenced in Section 4.8 to the nearest existing CLEC POI in the Local Access and Transport Area (LATA). ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the CLEC 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 ICA or interconnection agreement. Trunking services or facilities will be established prior to exchanging live traffic and the Parties agree to abide by the trunk engineering/administration guidelines as stated in the ICA or interconnection agreement.
6. When interconnecting at ILEC's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
7. 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.
 - 7.1. The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a tandem serving area such that the DEOT does not fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas for two consecutive months. To determine the 70% threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the tandem serving area that CLEC has interconnection into. ILEC will be responsible for the costs and provisioning of the DEOTs to the POI and CLEC shall be responsible for making facility assignments at the POI for the DEOTs to be connected to CLEC's transport facilities from the POI back to CLEC's network. If, upon request by ILEC, CLEC does not make the appropriate facility assignments which causes the DEOT to fall below 70% of the total number of trunks the CLEC has in service in the tandem serving areas, ILEC shall be entitled to withhold reciprocal compensation from the particular local calling area. Where the traffic in the tandem serving area does not exceed the following level of trunking to justify DEOTs at the 70% level, this paragraph shall not apply in such tandem serving area:

1-6 End Offices homed behind a Tandem	96 Trunks
7-12 End Offices homed behind a Tandem	144 Trunks

13-18 End Offices homed behind a Tandem	192 Trunks
19 & over End Offices homed behind a Tandem	240 Trunks

Where the traffic does exceed the above level of trunking to justify DEOT at the 70% level, this paragraph applies to all trunks in that tandem serving area.

8. Under no circumstances will, CLEC be penalized for non-compliance with the POI and DEOT criteria during the six (6) month transition period in Section 4.9, or any time thereafter, if such non-compliance results from ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).
9. 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 or Network of the applicable ICA or interconnection agreement or, the SBC-13 STATE Generic Agreement if an Appendix NIM or Network, or a similarly named network appendix, is not contained in said ICA or interconnection agreement. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. ILEC agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.
10. When establishing a new POI in an Existing Local Calling Area, CLEC will notify its ILEC Account Manager of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month transition period by letter to the ILEC Account Manager for CLEC. 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.
11. When establishing a POI in a New Local Calling Area, CLEC will notify its 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 ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.
12. Upon expiration of this Amendment, CLEC and ILEC agree to evaluate whether to add or eliminate POIs to create an effective post-Amendment architecture. Both Parties will cooperate in adding or eliminating POIs so long as they are consistent with the then effective ICA or interconnection agreement concerning interconnection between the Parties.

13. **Classifications of Traffic:**

- 13.1. Intercarrier traffic includes local and transited traffic, intraLATA toll and optional Extended Area Service (EAS) traffic (where applicable) as well as traffic that originates on the network of one Party and connects to an Internet Service Provider (ISP) on the other Party's network
- 13.2. If CLEC designates different points for rating and routing such that traffic that originates in one rate center is carried by ILEC to a routing point designated by CLEC in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic, referred to as Virtual Foreign Exchange (Virtual FX) traffic, shall be 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.
- 13.3. InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the ICA or interconnection agreement and applicable tariffs.
- 13.4. The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the Parties' switched access tariffs.
- 13.5. Compensation for SWBT-transited minutes of use (MOU) will be governed by the ICAs and interconnection agreement.

14. **Total Compensable Local Traffic for Purposes of This Amendment:**

- 14.1 Local, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to ISPs to determine Total Compensable Local Traffic and the balance of traffic between the Parties.
- 14.2 IntraLATA toll and transited MOU will be excluded from these calculations.
 - 14.2.1. Subject to applicable confidentiality guidelines, ILEC and CLEC will cooperate to identify transiting traffic; originators of such transiting traffic; and information useful for settlement purposes with such transit traffic originators.
 - 14.2.2. ILEC and CLEC 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.
 - 14.2.3. The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

15. Rate Structure and Rate Levels:

- 15.1. The compensation structure and rates set forth in Exhibit A, hereto, shall be effective February 1, 2001 through May 31, 2003, and shall apply symmetrically for traffic terminated on either Party's network.
- 15.2. Treatment of In-Balance traffic:
 - 15.2.1. Compensable Local Traffic volume each month below a terminating/originating ratio of 3:1 will be compensated at an In Balance Traffic blended rate as specified in Exhibit A, hereto.
- 15.3. Treatment of Out-of-Balance traffic:
 - 15.3.1. Compensable Local Traffic volume each month exceeding a terminating/originating ratio of 3:1 is considered Out of Balance traffic and will be compensated at an Out of Balance Traffic blended rate as specified in Exhibit A, hereto.
- 15.4. Beginning June 1, 2003, and running through May 31, 2004, the compensation structure and rates set forth in Exhibit A, shall continue to apply symmetrically for traffic terminated on either Party's network, but the distinction between In-Balance and Out-of-Balance traffic shall not apply. During the period June 1, 2003 through May 31, 2004, Total Compensable Local Traffic as defined herein will be exchanged in all states at the rate of \$.0005 per MOU, regardless of the balance of traffic between the networks.

16. Reservation of Rights:

- 16.1. The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under the Dispute Resolution provisions of this ICA or any future interconnection agreements between the Parties through May 31, 2004. 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 Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.
- 16.2. The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their ICAs and interconnection agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall

be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and interconnection agreements or Section 251(b)(5). Therefore, ILEC payments to CLEC under the Agreement shall not be construed as agreement by ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.

- 16.3. The Parties continue to disagree as whether CLEC is required to establish a physical POI in each local calling area. By entering into this Amendment, neither Party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that CLEC must or must not establish a POI in each local calling area. Therefore, CLEC's establishment of a physical POI in each local calling area under the Amendment shall not be construed as agreement by CLEC that physical POIs are required to be established in each local calling area, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment physical POIs will be established as set forth in this Amendment.
- 16.4. Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

17. Additional Terms and Conditions:

- 17.1. This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties recognize and agree that Exhibit A, hereto, applies to specified periods of time over the course of the full term of this Amendment, and is intended to be date specific. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point in the rate schedule. By entering into this Amendment, ILEC neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.
- 17.2. The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICA or interconnection agreement. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

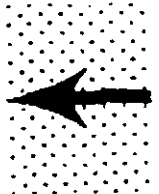
- 17.3. This Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 17.4. The terms contained in this Amendment and its Exhibit A, constitute the entire agreement with regard to the modification and amendment of the ICAs and incorporation into future interconnection agreements through May 31, 2004, and shall be interpreted solely in accordance with its own terms.
- 17.5. The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.
- 17.6. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- 17.7. This Amendment shall be filed by the Parties with the PUCs in each state listed in the introductory paragraph above. Neither Party may seek a stay of the PUCs' approval of this Amendment or in any way seek to delay, postpone or interfere with the PUCs' approval of this Amendment.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties (the Effective Date) upon the final signature date below.

Illinois Bell Telephone Company
Indiana Bell Telephone Company Incorporated
Michigan Bell Telephone Company
The Ohio Bell Telephone Company
Wisconsin Bell Inc. d/b/a Ameritech Wisconsin
Nevada Bell Telephone Company
Pacific Bell Telephone Company
The Southern New England Telephone Company
and Southwestern Bell Telephone Company,
by their authorized agent,
SBC Telecommunications, Inc.

XO Communications, Inc.
XO Illinois, Inc.,
XO Ohio, Inc.,
XO Michigan, Inc.,
XO California, Inc.,
XO Texas, Inc.,
XO Missouri, Inc.



By: OR Stanley
Name: O. R. Stanley
Title: President, Industry Markets
Date: OCT 30 2001

By: R. Gerard Saleme
Name: R. Gerard Saleme
Title: Senior Vice President
Date: 10/31/01

ATTACHMENT: RATE SCHEDULE

XO Rates - In Balance Traffic (8/01/01 - 5/31/03)													
	TX	MI	IL	IN	WI	OH	CT	MO	KS	OK	AR	CA	NV
End Office Served	0.001700	0.001004	0.003746	0.004097	0.004241	0.003815	0.002019	0.001988	0.001843	0.002861	0.004358	SEE BELOW	
Tandem Served	0.002465	0.001461	0.005175	0.004556	0.005273	0.004697	0.003824	0.003851	0.002824	0.005347	0.006508		
Blended	0.00193	0.0011411	0.0041747	0.0042347	0.0045506	0.00408	0.002561	0.0025469	0.0021373	0.0036068	0.005003		
XO Rates - Out of Balance Traffic (8/01/01 - 5/31/03)													
	TX	MI	IL	IN	WI	OH	CT	MO	KS	OK	AR	CA	NV
Year 2 (8/1/01 - 5/31/02)	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001
Year 3 (6/1/02 - 5/31/03)	0.000794	0.000262	0.001072	0.000307	0.000704	0.00066	0.001805	0.001514	0.000789	0.000956	0.001665	0.00067	0.001261
XO Rates - All Traffic (6/01/03 - 5/31/04)													
Year 4 - (6/01/03 - 5/31/04) (Regardless of Traffic Balance)	TX	MI	IL	IN	WI	OH	CT	MO	KS	OK	AR	CA	NV
	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005	0.0005

California <small>(in balance)</small>	End Office:	Set Up	0.007	
		Duration	0.00187	
	Tandem Served:	Duration	0.0041	
	Blended:	Duration	0.002539	
Nevada <small>(in balance)</small>	End Office:	Set Up	0.00311	
		Duration	0.002506	
	Tandem Served:	Duration	0.00409	
	Blended:	Duration	0.0029812	

**Mi2A AMENDMENT TO THE
INTERCONNECTION AGREEMENT UNDER
SECTION 271 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Mi2A Amendment to the Interconnection Agreement under Section 271 of the Telecommunications Act of 1996 (the “**Amendment**”) is dated as of November 8, 2001, by and between Ameritech Michigan (“**Ameritech**”) and XO Michigan, Inc., a Washington corporation, with its principal offices at 38701 Seven Mile Road, Suite 335, Livonia, MI 48152 (“**CLEC**”).

WHEREAS, Ameritech and CLEC are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of October 31, 2001 (the “**Agreement**”);

WHEREAS, Ameritech has participated in a collaborative process with the Michigan Public Service Commission (the “**Commission**”) and numerous competitive telecommunications carriers as part of the process for Ameritech to obtain in-region interLATA authority in Michigan, consistent with the procedures established in Case No. U-12320;

WHEREAS, incumbent Local Exchange Carriers, pursuant to 47 U.S.C. § 51.315(b), are required to make available existing combinations of Unbundled Network Elements (“**UNEs**”);

WHEREAS, on July 18, 2000, the Eighth Circuit in *Iowa Util. Bd. v. FCC*, 219 F.3d 744 (8th Cir. 2000), cert. granted 121 S.Ct 877-79 (2001), reaffirmed its prior ruling in *Iowa Util. Bd. v. FCC*, 120 F.3d 753 (8th Cir. 1997), vacating rules 51.315(c)-(f), which required incumbent LECs to perform the functions necessary to combine unbundled network elements in any manner, *i.e.*, “new” combinations;

WHEREAS, the parties may have different interpretations regarding the effect of the Eighth Circuit’s decision and, consistent with Section 6.0 of this Amendment, neither party by signing this amendment waives its rights to appeal such decision or its rights in arbitration before this Commission regarding the definition of new and existing combinations contained herein;

WHEREAS, Ameritech offered as part of such collaborative process to make modifications to existing and new Agreements to make available certain “new” combinations of UNEs, which revised offer was reviewed by the Commission in Case No. U-12320 in an Order dated January 4, 2001 and in an Order on Rehearing dated March 19, 2001; and

WHEREAS, based on the foregoing, the Parties are entering into this Amendment to incorporate into the Agreement terms and conditions that address the availability of both existing and new combinations of UNEs.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows.

1.0 INTRODUCTION

1.1

This Amendment sets forth the terms, conditions, rates and charges under which Ameritech agreed to provide, as part of the Section 271 collaborative process in Michigan, existing and new combinations of UNEs (“Combinations”) in order to facilitate its in-region interLATA approval.

1.2

Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

1.3

Except as provided in this Amendment, during the term of this Amendment, Ameritech will not discontinue, as to CLEC, any Combination offered to CLEC hereunder. This Section is not intended to impair Ameritech’s ability to make changes to its Network, so long as such changes are not inconsistent with applicable law and do not result in the discontinuance of the offerings of Combinations by Ameritech to CLEC as set forth herein during the term of this Amendment.

1.4

This Amendment includes and incorporates herein the Agreement, and all accompanying and effective Appendices, Addenda and Exhibits to the Agreement. To the extent there is a conflict or inconsistency between the terms, conditions or prices in this Amendment, including the attached Appendix entitled, Pricing, 271-Existing and New Combinations, dated March 29, 2001, (hereinafter referred to as “Pricing Appendix-Combinations”) and those contained in the Agreement, and all accompanying effective Appendices, Addenda and Exhibits to the Agreement, the terms, conditions and prices in this Amendment, including the attached Pricing Appendix-Combinations, will control and apply.

2.0 AMENDMENT TO THE AGREEMENT

On and after the Effective Date of this Amendment, as defined in Section 3.0 below, the Agreement is hereby amended by adding the following:

2.1 UNE COMBINATION PROVISIONS

2.1.1

Except as modified below in Sections 2.2.5, 2.2.6 and 2.3, Ameritech agrees to make the network elements Combinations set forth in this Amendment available to CLEC for the term of this Amendment, as defined in Section 4.0 below, on the terms and at the prices provided in this Amendment.

2.1.2

As provided herein, Ameritech will make available the following Combinations: i) pre-existing or already assembled combinations of unbundled local loops, unbundled local switching ports and shared transport, known as pre-existing UNE Platform or UNE-P; ii) new or newly assembled combinations of certain unbundled local loops, unbundled local switching ports and shared transport, known as New UNE-P; and iii) certain pre-existing and new or newly assembled combinations of unbundled local loops and dedicated interoffice transport, known as Enhanced Extended Loop or EELs. As provided in Section 2.2.3.4 below, these Combinations are in addition to the CLEC's ability to obtain access to unbundled network elements in a manner that enables the CLEC to combine such elements to provide telecommunications services.

2.1.3

The definitions, terms and conditions related to Unbundled Local Loops, Unbundled Local Switching with Shared Transport ("ULS-ST") and Unbundled Dedicated Transport Facilities described in the Agreement shall continue to apply as long as provided as part of a Combination. If the Agreement does not contain terms and conditions for ULS-ST, the Agreement will be amended to be consistent with the terms and conditions in M.P.S.C. No. 20R, Part 19, Section 21.

2.1.4

All rates and charges related to Unbundled Local Loops, Unbundled Local Switching with Shared Transport, and Unbundled Dedicated Transport Facilities contained in the Agreement shall continue to apply as long as provided as part of a Combination. If the Agreement does not contain rates and charges for ULS-ST, the Agreement will be amended to be consistent with the rates and charges in M.P.S.C. No 20R, Part 19, Section 21 consistent with Orders arising from Case No. U-12622, including, but not limited to any appeals, and subject to the change of law provisions of the general terms and conditions of this Agreement.

2.2 PRE-EXISTING AND NEW UNE-P

2.2.1 Product Offering

2.2.1.1

Ameritech will, except as provided elsewhere in this Section 2.2, provide combinations of network elements to CLEC consistent with Ameritech's obligations in this Amendment at the applicable charges set forth in this Amendment and Pricing Appendix-

Combinations. For preexisting or already assembled Combinations, where no work is required by Ameritech in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, Ameritech will apply the non-recurring and recurring charges applicable to the elements included in the combination, and the applicable service order charges as specified in the attached Pricing Appendix-Combinations. Such combinations may be referred to elsewhere in this Amendment as “pre-existing” or “already assembled” Combinations and include all orders included within the definition of "Contiguous Interconnection of Network Elements" in sections 2.2.1.2 and 2.2.1.3, below.

For new assemblies of UNE combinations that are not within the above-referenced definition of "Contiguous Interconnection of Network Elements" and that require manual work by Ameritech in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, the applicable recurring and nonrecurring charges and service order charges will apply as specified in the Pricing Appendix-Combinations. Such combinations may be referred to elsewhere in this Agreement as “new” or “newly assembled” combinations. There are three New UNE-P combinations offered under this Amendment. CLECs may request that Ameritech combine the following unbundled loop and port combinations in conjunction with shared transport for the New UNE-P:

- 2-Wire Basic Analog Loop combined with Basic Line Port
- 2-Wire 160 kbps (ISDN-BRI) Digital Loop combined with ISDN Direct Port
- 4-Wire Digital Loop combined with Digital Trunk Port.

2.2.1.2

When CLEC orders Unbundled Network Elements or Combinations that are pre-existing or already assembled, interconnected or functional, such Elements and Combinations will remain interconnected or functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions, if applicable. These will be known as Contiguous Interconnection of Network Elements. The charge for such pre-existing Combination shall be the sum of the recurring charges applicable to the elements included in the Combination, and the applicable service order charges as specified in this Amendment and the Pricing Appendix-Combinations.

2.2.1.3

“Contiguous Interconnection of Network Elements” includes, without limitation, the situation when CLEC orders all the Ameritech Unbundled Network Elements required either (1) to convert an Ameritech end-user customer, another CLEC pre-existing UNE-P end-user customer, or a CLEC resale end-user customer to a pre-existing UNE-P, or (2) to activate a pre-existing combination of Unbundled Network Elements to provision a UNE-P for such requesting CLEC (a) without any change in features or functionality that was being provided by Ameritech (or by CLEC on a resale basis) at the time of the order, or (b) with only the change needed to route the customer’s operator service and directory assistance (“OS/DA”) calls to the CLEC OS/DA platform via customized routing, and/or

(c) with only changes needed in order to change a local switching feature, *e.g.*, call waiting, and/or (d) with only work or changes needed to activate the pre-existing combination of Unbundled Network Elements to provision a UNE-P. (This 2.2.1.3(b) section only applies to orders involving customized routing after customized routing has been established to an CLEC OS/DA platform from the relevant Ameritech local switch, including CLEC's payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the Ameritech local switch. Ameritech will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve Ameritech end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

2.2.2 General Terms Related to UNE-P Combination

2.2.2.1

The unbundled network elements provided in this Amendment are exclusively for use by CLEC, as a "telecommunications carrier" in providing "telecommunication services." Ameritech will provide sufficient unbundled network element capacity to meet CLEC's network unbundling needs where technically feasible and in compliance with applicable law. Where insufficient capacity exists to meet the requesting CLEC's technically feasible network unbundling needs, CLEC may request that additional capacity be added via the "Bona Fide Request" or Facility Modification and Construction Process, whichever is applicable.

2.2.2.2

Pre-Existing and newly assembled UNE-P shall only be provided to CLEC for use in the provision of telecommunications services as specified, and to the extent required by and subject to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act"), the rules, regulations, and orders of the Federal Communications Commission ("FCC") and the Commission, and any other applicable law.

2.2.2.3

The following representations and commitments apply to pre-existing and newly assembled UNE-P Combinations provided under this Amendment:

- Collocation, as defined in the Agreement, is not required for access to existing or new UNE-P.
- Ameritech will offer to provide its OS/DA at tariff or, if applicable, just and reasonable market based rates negotiated between Ameritech and CLEC, for use by CLEC with existing or new UNE-P.
- Branding of CLEC's OS/DA traffic routed to Ameritech's OS/DA platform(s) shall be provided, upon request, using Service Provider Identification (SPID).

- Non-Telecommunications Services shall not be included with the provision of existing or new UNE-P. This includes, but is not limited to, voice mail, inside wire maintenance, customer premises equipment and calling card services. Notwithstanding, effective as of March 1, 2001, Ameritech makes available an optional and separate voicemail arrangement for existing or new UNE-P, at market-based prices, pursuant to a separate non-telecommunications service agreement, outside the scope of sections 251, 252 or 271 of the 1996 Act.
- CLEC agrees that it has elected to obtain the Combinations offered under this Amendment, on the terms, conditions and prices contained herein. CLEC also expressly waives its rights to obtain any of the same Combinations from any applicable Ameritech tariff offering during the term of this Amendment, and agrees that during such time this Amendment will be the exclusive means of obtaining Combinations from Ameritech.

2.2.2.4

The features, functions, and capabilities for unbundled local switching with shared transport provided as part of pre-existing and new UNE-P will be provided as set forth in the Agreement (which will be amended to be consistent with Section 21, Unbundled Local Switching with Shared Transport). Ameritech will be responsible for the engineering, provisioning, and maintenance and repair of the underlying equipment and facilities that are used to provide ULS-ST.

2.2.3 Ordering and Provisioning

2.2.3.1

Ameritech will provide CLEC with electronic access for pre-ordering capabilities and service order requests for pre-existing and new UNE-P. Application of service order types and applicable rates are addressed in the attached Pricing Appendix-Combinations.

2.2.3.2

Ameritech shall provide nondiscriminatory access to operations support systems on an unbundled basis to CLEC for the provision of a telecommunications service. Operations support system functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Ameritech's databases and information. Ameritech, as part of its duty to provide access to the pre-ordering function, provides requesting telecommunications carriers with nondiscriminatory access to the same detailed information about the loop that is available to itself.

2.2.3.3

The service installation for each specific pre-existing and new UNE-P combination is provided at parity with the comparable retail service.

2.2.3.4

Ameritech will provide CLEC access to the Unbundled Network Elements provided for in this Amendment, including combinations of Network Elements, without restriction except as provided in this Amendment. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements to provide a telecommunications service under this Amendment. Ameritech will allow CLEC to order each Network Element individually or in combination with any other Network Elements, pursuant to the Agreement, in order to permit CLEC to combine such Network Elements with other Network Elements obtained from Ameritech or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Ameritech's network. Any request by CLEC for Ameritech to provide a type of connection between Network Elements that is not currently being utilized in the Ameritech network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request process described in the Agreement.

2.2.3.5

When CLEC orders specific Unbundled Network Elements in combination, Ameritech will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording) that Ameritech provides through its own network to its local exchange service customers receiving equivalent service using the same combination. For example, pre-existing and new UNE-P ordered by CLEC for local exchange service will include, without limitation, MLT testing, real time due date assignment, dispatch scheduling, service turn-up without interruption of customer service, and speed and quality of maintenance, at parity with Ameritech's delivery of service to its local exchange service customers served through equivalent Ameritech loop and switch ports. Network element combinations provided to CLEC by Ameritech will meet all performance criteria and measurements that Ameritech achieves when providing equivalent end user service to its local exchange service customers.

2.2.3.6

CLEC may request Ameritech to disconnect and reconnect local exchange service on designated line(s) for which CLEC provides residential service via UNE-P. Disconnection and reconnection of CLEC's basic residential end users will be handled in a manner that enables CLEC to comply with Rules 85 and 86, subject to the CLEC's compliance with the notice and timing provisions in Rules 84 and 85, in Billing Standards for Basic Residential Telecommunications Service, as ordered by the Commission.

2.2.3.7

Technical References for the unbundled network elements comprising Existing UNE-P can be found in the Agreement or in M.P.S.C. No. 20R, Part 19, Section 21, Unbundled Local Switching with Shared Transport .

2.2.4 UNE-P Pricing Provisions

2.2.4.1 Existing UNE-P Combinations

All nonrecurring and recurring charges as specified in the attached Pricing Appendix-Combinations for “existing” UNE-P apply to existing UNE-P for the particular elements that comprise the Combination.

2.2.4.2 New UNE-P Combinations

All recurring and nonrecurring charges as specified in the attached Pricing Appendix-Combinations for “new” UNE-P apply to New UNE-P for the particular elements requested as part of the Combination.

2.2.5 For Service to Business Customers

Until March 28, 2003, which is a period of two years after the Commission’s Order in Case No. U-12320 approving the general terms of this Amendment as described in Section 3.1 became effective, Ameritech will provide to CLEC the existing UNE-P and new UNE-P combinations as provided in this Amendment during the Term of this Amendment without change notwithstanding subsequent changes in law. Provided, however, that if a subsequent final and nonappealable judicial decision or FCC order modifies the obligations of incumbent LECs regarding combinations of network elements, including but not limited to the precise demarcation point between new and existing combinations, the parties reserve their rights to seek an appropriate modification of this Amendment and shall negotiate in good faith an appropriate modification to conform this Amendment to such decision or order, subject to resolution by the Commission if the parties are unable to reach agreement. For purposes of this Section, Business Customers shall be defined as described in M.P.S.C. No. 20R, Part 2, Section 2 “Location and Use of Telephone Service.” Beginning on the date that is two years after such Commission approval, the modifications set forth in paragraphs 2.2.5.1 and following may be adopted by Ameritech:

2.2.5.1

If the FCC or the Commission determines after this Amendment is executed by the Parties or has determined before this Amendment is executed by the Parties that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, Ameritech may set the price of such network element(s) at a market level for the applicable areas. Ameritech will provide 60 days’ notice (in accordance with the Notice provision in the General Terms and Conditions of this Agreement) to CLEC that the FCC or the Commission has made such a determination. Ameritech will include in the notice the specifics of any pricing changes and the implementation dates for the pricing changes applicable to CLEC. Existing nonrecurring prices will apply to any UNEs for which orders are received prior to midnight on the day preceding the date specified for the pricing change. Application of the market level nonrecurring prices will apply beginning at 12:01 a.m. on the date specified for implementation. Application of the market level recurring charges will

apply beginning at 12:01 a.m. on the date specified for implementation without regard to the time or date the orders were received by Ameritech. A market price set by Ameritech pursuant to this paragraph will not be subject to review, approval or disapproval by the Commission.

2.2.5.2

If the FCC or a court modifies or has modified the TELRIC methodology applicable to unbundled network elements, Ameritech and CLEC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices within 135 days of the request by either Party for such negotiations, either Party may submit remaining disputes to the Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Amendment, and further limited to the impact that the modification of the TELRIC methodology would have had if it had been in effect at the time the UNE prices applicable to this Amendment were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in this Amendment will apply, but will be subject to true-up back to the end of the two year period described above in 2.2.5 at the request of either party and subject to the approval of the Commission.

2.2.5.3

In those Ameritech central offices where there are four (4) or more CLECs collocated for which Ameritech has provided UNEs, Ameritech may elect to not combine UNEs that are not already combined in that central office, *i.e.*, “new” combinations as defined in section 2.2.1.1. In that event, Ameritech will request that CLEC provide a one (1) year forecast of its expected demand for UNEs in that central office that CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days of receipt of CLEC's forecast, Ameritech will construct a secured frame room in the central office or, if space is not available, external cross connect cabinet until space becomes available in the central office at no additional cost to CLEC where CLEC may combine UNEs. If CLEC submits such a forecast, Ameritech will continue to combine UNEs until the secured frame room or external cross connect cabinet is made available to CLEC. However, if at any time after a secured frame room or external cross connect cabinet is made available, Ameritech is unable to meet CLEC's forecasted demand for UNEs to be combined through use of these arrangements due to a lack of capacity, Ameritech will resume combining UNEs for CLEC on new combination orders until capacity can be provided. If CLEC fails to submit such a forecast, Ameritech will no longer combine UNEs that are not already combined. CLEC can access the secured frame or the external cross-connect cabinet without having to collocate.

2.2.5.3.1

When a CLEC orders elements for combining at the secured frame or cabinet, Ameritech will cross-connect those elements to the frame or cabinet at no additional

charge to the CLEC, beyond the recurring and non-recurring charges provided for the elements themselves under this Amendment (*e.g.*, for a loop and port combination, Ameritech will cross-connect the loop and the port to the secured frame or cabinet, and the CLEC will pay applicable recurring and non-recurring charges for the loop and the port, but there is no charge for use of the frame or cabinet and no charge for a cross connect from loop to frame/cabinet or from port to frame/cabinet).

2.2.5.3.2

Ameritech and CLEC shall negotiate a mutually agreeable method of wiring for cross-connects at the secured frame or cabinet. During such period of negotiation or until a mutually agreeable method of wiring is established, the CLEC may obtain from Ameritech, the combining services for Network Elements at a non-recurring charge to be set by Ameritech at any amount not to exceed (TBD) for simple business orders and (TBD) for complex business orders. This charge shall apply in addition to any other applicable recurring and non-recurring charges.

2.2.5.3.3

A CLEC may order multiple elements on a single local service request (“LSR”) for combining at the secured frame or external cabinet, in accordance with the terms and conditions for ordering and provisioning of UNEs as set out in the Agreement.

2.2.5.3.4

If this option is selected as described in 2.2.5.3, Ameritech will develop performance measures related to the timeliness and accuracy of its provisioning of elements for combining at the secured frame or external cabinet, during the six-month review process as set out in the Performance Remedy Plan. These measures will be incorporated into the liquidated damages and assessments provisions of the Performance Remedy Plan.

2.2.5.4

Ameritech may not substitute the above described methods of combining UNEs for its own continued performance of such connections at cost based rates if the FCC or reviewing court has determined that the ILECs have an obligation to perform such connections.

2.2.6

For Service to Residential Customers

Until March 28, 2004, which is a period of three years after the Commission’s Order in Case No U-12320 approving the general terms of this Amendment as defined in Section 3.1 became effective, Ameritech will provide to CLEC the existing UNE-P and new UNE-P combinations as provided in this Amendment during the Term of this Amendment without change notwithstanding subsequent changes in law. Provided, however, that if a subsequent final and nonappealable judicial decision or FCC order modifies the obligations of incumbent LECs regarding combinations of network elements, including but not limited to the precise demarcation point between new and

existing combinations, the parties reserve their rights to seek an appropriate modification of this Amendment and shall negotiate in good faith an appropriate modification to conform this Amendment to such decision or order, subject to resolution by the Commission if the parties are unable to reach agreement. For purposes of this Section, Residential Customers shall be defined as described in M.P.S.C. No. 20R Part 2, Section 2 “Location and Use of Telephone Services.” Beginning on the date that is three years after such Commission approval, the modifications set forth in paragraphs 2.2.6.1 and following may be adopted by Ameritech:

2.2.6.1

If the FCC or the Commission determines that a certain network element need not be provided under Section 251(c)(3) of the FTA, either statewide or in a particular location or locations, Ameritech may set the price of such network element(s) at a market level for the applicable areas. To the extent that the FCC or Commission determination eliminates the obligation to supply an element at TELRIC rates as part of a platform of unbundled network elements, *i.e.*, a combination of elements sufficient to permit a CLEC to deliver end-to-end service to an end user customer without using CLEC equipment or facilities (other than operator services and directory assistance service that the CLEC may supply via customized routing), then, in pricing the unbundled network element platform under this provision, Ameritech shall not increase the total price of the platform by more than twenty (20) percent each year.

2.2.6.2

If the FCC or a court modifies or has modified the TELRIC methodology applicable to unbundled network elements, Ameritech and CLEC may renegotiate the applicable prices for unbundled network elements provided pursuant to Section 251(c)(3) of Title 47, United States Code. If the Parties are unable to reach agreement on applicable prices within 135 days of the request by either Party for such negotiations, either Party may submit remaining disputes to the Commission for arbitration. The scope of renegotiation and arbitration of prices under this section will be limited to the scope of the FCC or court modification of the TELRIC methodology to the extent that such methodology was relied upon in setting the unbundled network element rates in this Amendment, and further limited to the impact that the modification of the TELRIC methodology would have had if it had been in effect at the time the UNE prices applicable to this Amendment were established. Pending the establishment of any modified prices by Commission arbitration award or Commission approval of negotiated modifications, the prices set forth in this Amendment will apply but will be subject to true-up back to the end of the three year period described in 2.2.6 above at the request of either party and subject to the approval of the Commission.

2.3 ENHANCED EXTENDED LOOP (EEL)

Consistent with Sections 2.2.5, 2.2.5.1, 2.2.5.2, and 2.2.6, 2.2.6.1 and 2.2.6.2 above:

2.3.1

Ameritech will combine unbundled loops with unbundled dedicated transport as described herein to provide enhanced extended loop at the recurring and nonrecurring charges applicable to each UNE requested above, with applicable recurring and nonrecurring charges for cross connects, multiplexing and other options, as available, and applicable Service Order Charges. Ameritech will cross-connect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled DS1, or DS3 dedicated transport facilities for CLEC's provision of circuit switched or packet switched telephone exchange service to CLEC's own end user customers. Ameritech will also cross-connect unbundled 4-wire digital loops (DS1 loops) to unbundled DS1, or DS3 dedicated transport facilities for CLEC's provision of circuit switched telephone exchange service to CLEC's own end user customers.

2.3.2

The unbundled dedicated transport facility will extend from CLEC customer's Ameritech serving wire center to CLEC's collocation cage in a different Ameritech central office in the same LATA. CLECs must order the dedicated transport facility, with any necessary multiplexing, from CLEC's collocation cage to the wire center serving CLEC's end user customer. CLEC will order each loop as needed and provide Ameritech with the Channel Facility Assignment (CFA) to the dedicated transport. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, ordering and provisioning will be pursuant to the ordering and provisioning terms and conditions for UNEs as set out in the Agreement. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, maintenance will be pursuant to the maintenance terms and conditions for UNEs as set out in the Agreement.

2.3.3

Alternatively, CLEC may cross-connect unbundled loops with the unbundled dedicated transport facilities in its physical collocation space utilizing its own equipment or through the secured frame room in the central office, or if space is not available, in an external cross-connect cabinet until space becomes available in the central office. The restrictions on loop and transport facility type, and on CLEC services to be provided over the extended loop, that are contained in Section 2.3.1 and 2.3.5 regarding Ameritech-combined EELs do not apply to the combinations assembled by CLECs under this subsection 2.3.3. CLEC can access the secured frame or the external cross connect cabinet without having to collocate. If CLEC elects the secured frame or cabinet option, CLEC will provide a rolling 12 month forecast, updated every six (6) months, of its expected demand for unbundled loops to be connected with the unbundled dedicated transport facilities in each central office in which CLEC will combine outside of its existing or planned collocation arrangements. Within sixty (60) days' of receipt of CLEC's forecast for a given central office, Ameritech will construct, at cost to CLEC, a secured frame room in the central office, or, if space is not available, external cross connect cabinet until space becomes available in the central office, where CLEC may combine unbundled loops with the unbundled dedicated transport facilities. There will be an additional charge to the CLEC for Ameritech extending loop and transport elements to

the secured frame or cabinet. If CLEC submits such a forecast, Ameritech will temporarily combine unbundled loops with the unbundled dedicated transport facilities until the secured frame room or external cross connect cabinet is made available to CLEC. When the secured frame room or external cross connect cabinet is made available, CLEC will, within ninety (90) days after providing a forecast for a particular central office or thirty (30) days after receiving appropriate terminal assignment information to place connections on the secured frame, whichever is later, replace the temporary connections made by Ameritech, effectively half-tapping the existing temporary connections so that the temporary connection can be removed without interrupting the end user's service. When notified by CLEC that its connections are complete within the period described above, Ameritech will remove its temporary connections. If CLEC fails to notify Ameritech that it has placed its connections on the secured frame during that period, Ameritech will charge CLEC the applicable special access recurring and nonrecurring rates, in lieu of the UNE rates. Such special access charges shall be retroactive to the date Ameritech began combining the UNEs for CLEC pursuant to this paragraph. If at any time after a secured frame room or external cross connect cabinet is made available, Ameritech is unable to meet CLEC's forecasted demand for use of these arrangements due to a lack of capacity, Ameritech will again temporarily combine unbundled loops with the unbundled dedicated transport facilities as an interim arrangement for CLEC until capacity can be provided. When capacity is made available, temporary connections performed by Ameritech will be removed as described above. If a CLEC is located at an external cross connect cabinet because Ameritech ran out of space in a central office, once there is additional space available in the central office, and a CLEC requests to move to the secured frame room, there will be no charge to the CLEC for moving. Such move shall be coordinated to minimize service disruption to the customer.

Ameritech will not disclose the forecasts provided for in this section to any persons other than Ameritech employees responsible for provisioning extended loops under the secured frame and cabinet options. Any other disclosure, and any use by Ameritech of these forecasts for marketing or business strategic purposes, is prohibited.

2.3.3.1

Ameritech and CLECs shall jointly establish, within 30 days from the approval of this Amendment, a detailed procedure for combining 4 wire digital loops (*e.g.*, DS1 loops) to dedicated transport facilities (*e.g.*, DS3 transport) where CLECs are required to combine. In the event the parties are unable to reach agreement, the Commission shall establish the procedure within sixty days.

2.3.4

If CLEC orders a combination of unbundled loops and transport that meet the definition of enhanced extended loop in this Amendment that are already connected at the time of the CLEC order (*e.g.*, the elements are in an existing equivalent configuration), Ameritech will supply that combination to CLEC as a "pre-existing combination," without separating and recombining the elements, pursuant to Section 2.2.5 and other applicable provisions of this Amendment, including subsection 2.3.5 below. For the

reconfiguration of qualifying special access arrangements to combined UNEs, Ameritech will apply the recurring and nonrecurring charges applicable to each UNE requested along with the appropriate Service Order Charge consistent with the terms and conditions in M.P.S.C. No. 20R, Part 19, Section 19, Reconfiguration of Special Access to UNE Combinations.

2.3.5

The unbundled network elements that comprise the EEL in this section 2.3 shall only be provided to CLEC to the extent 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 FCC CC Docket No. 96-98, FCC 00-183 (released June 2, 2000). CLEC's use of the EEL and its provision of telecommunication services is as specified, and subject to, the Telecommunications Act of 1996 ("the Act"), the rules, regulations, and orders of the FCC and the Commission, and any other applicable law.

2.3.6

All recurring and nonrecurring charges as defined in the attached Pricing Appendix-Combinations apply to the "new" EEL combinations provided in Section 2.3.1, for the particular elements requested as part of such Combination.

2.3.7

Ameritech will provide CLEC with electronic access for pre-ordering capabilities and service order requests for EELs.

3.0 EFFECTIVE DATE

3.1

Any CLEC that wants to accept this entire Amendment, may request it in writing, after March 29, 2001, based upon and subject to the Order on Rehearing, dated March 19, 2001 issued by the Commission in Case No. U-12320 approving this Amendment, and finding that the terms and conditions of this Amendment, when implemented meet the product offering requirements of 47 U.S.C. Section 271(c)(2)(B)(ii) for purposes of providing combinations of network elements (subject to change in law regarding combination obligations as described above in Sections 2.2.5 and 2.2.6), and conditioned upon Ameritech's actual provisioning of combinations, satisfactory OSS testing and performance measurement results. Within 5 business days of such written notification from a CLEC with an existing and effective Interconnection Agreement, Ameritech shall present the CLEC with a signed Amendment to Interconnection Agreement substantively identical to this Amendment. Within 5 business days of receipt of the Ameritech signed Amendment to Interconnection Agreement, the CLEC shall sign such Amendment to Interconnection Agreement and cause it to be filed with the Commission. The signed Amendment to Interconnection Agreement between Ameritech and the CLEC shall become effective by operation of law immediately upon filing with the Commission (the "Effective Date").

4.0 TERM OF AMENDMENT

4.1

This Amendment will become effective as of the Effective Date stated above, and will expire on September 28, 2002, which is 18 months after MPSC approval as described in Section 3.1 above, unless the FCC approves Ameritech's application to provide in-region interLATA service in Michigan under 47 U.S.C. § 271 by June 28, 2002, which is 15 months after MPSC approval, in which event the terms of this Amendment will automatically be extended until March 28, 2005, which is 4 years after MPSC approval as described in Section 3.1 above. In the event the FCC approves Ameritech's application to provide in-region interLATA service in Michigan under 47 U.S.C. § 271 after June 28, 2002, but prior to March 28, 2005, Ameritech shall have the option of extending the Amendment until March 28, 2005. In such event, Ameritech will provide notice to the Commission and to CLEC, within five business days of FCC approval, of its agreement to extend the Amendment until March 28, 2005. If either party desires to negotiate a successor agreement to the Agreement, such party must provide the other party with a written request to negotiate such successor agreement (Request to Negotiate) not later than 180 days prior to the expiration of this Amendment. A Request to Negotiate does not activate the negotiation timeframe set forth in this Amendment, nor does it shorten the life of this Amendment. The noticing Party will delineate the items desired to be negotiated. Not later than 30 days from receipt of said Notice to Negotiate, the receiving Party will notify the sending Party of additional items desired to be negotiated, if any. The Parties will begin negotiations not later than 135 days prior to expiration of this Amendment. If the FCC approves Ameritech's application to provide in-region interLATA service in Michigan after June 28, 2002, and Ameritech provides notice of its agreement under this Section to extend the Amendment until March 28, 2005, CLEC may withdraw its Request to Negotiate.

4.2

The initial and extension term(s) of this Amendment will apply to the Agreement, or successor agreements. The term of this Amendment will not, however, extend the term of the Agreement or any successor agreement that has or will terminate during the initial or extension term(s) of this Amendment.

4.3

This Amendment contains a group of legitimately related provisions offered by Ameritech in the context of a Section 271 collaborative proceeding in Michigan and as such cannot be modified by incorporating, via Section 252(i) or otherwise, provisions from other interconnection agreements into this Amendment. CLECs with other agreements may incorporate this Amendment into their interconnection agreement in accordance with Section 252(i). Should CLEC opt to incorporate any provision of this Amendment into another interconnection agreement pursuant to Section 252(i) of the Act, the provision from this Amendment shall expire on the date provided in Section 4.1 above and shall not control the expiration date of the provisions of the other interconnection agreement.

5.0 MOST FAVORED NATIONS – IN STATE ONLY

5.1

The Parties acknowledge and agree that this Amendment is the result of a state Section 271 collaborative process in Case No. U-12320, and the result of negotiations in that proceeding with the Commission, Ameritech and the parties to Case No. U-12320. The parties further acknowledge and agree that this Amendment was therefore agreed upon outside of the negotiation procedures of 47 U.S.C. Section 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 terms, conditions and prices for the UNE-P and EEL combination provisions in this Amendment and in the attached Pricing Appendix-Combinations are non-severable and “legitimately related” for purposes of Section 252(i) of Title 47, United States Code.

6.0 WAIVER

6.1

For purposes of this Section and, for the time period(s) specified in this Amendment, Ameritech agrees to waive the right to assert that it need not provide pursuant to the "necessary and impair" standards of Section 251(d)(2) of Title 47, United States Code, a network element now available under the terms of this Amendment and/or its rights with regard to the combination of any such network elements that are not already combined, and available under the terms of this Amendment. CLEC agrees that the UNE-P and EEL provisions of this Amendment are non-severable and "legitimately related" for purposes of Section 252(i) of Title 47, United States Code. Accordingly, CLEC agrees to take the UNE-P and EEL provisions of this Amendment and the attached Pricing Appendix-Combinations in their entirety, without change, alteration or modification, waiving its rights to "pick and choose" UNE provisions from other agreements under Section 252(i) of Title 47, United States Code. This mutual waiver of rights by the Parties will constitute additional consideration for the Amendment.

6.2

By entering into this Amendment to obtain the benefits set forth herein in whole or in part, CLEC does not waive its right to challenge the terms of this Amendment in any judicial, dispute resolution or regulatory proceeding as being inconsistent with the product offering requirements of Section 271(c)(2)(B)(ii) for purposes of providing combinations of network elements. CLEC expressly reserves the right to challenge Ameritech’s actual provisioning of combinations, satisfactory OSS testing and performance measurement results; and to seek clarification or interpretation of the terms of this Amendment through the dispute resolution process established by the Commission or challenge in any judicial, dispute resolution or regulatory proceeding the interpretation of this Amendment or any Amendment containing the same or substantially similar language to this Amendment; such right to challenge actual results or to seek clarification or interpretation or challenge the interpretation also includes the right to appeal the final judicial, dispute resolution or regulatory decision and to continue to pursue pending appeals. When a final decision is rendered by the appellate court, the affected contract provision shall be revised to reflect the result of such appeal. Any dispute between the Parties regarding the manner in which this Amendment should be modified to reflect the effect of the appellate court decision

shall be resolved by the Commission. CLEC expressly reserves the right to pursue alternate theories regarding combinations of network elements in pending or future Section 251/252 arbitrations. Except as provided in this section, CLEC reserves the right to pursue pending appeals and to appeal any other state or federal regulatory decision, but, absent a stay or reversal, will comply with any such final decision. Nothing in this Amendment limits CLEC's right or ability to participate in any proceedings regarding the proper interpretation and/or application of the 1996 Telecommunications Act or the Michigan Telecommunications Act.

6.3

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 become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). 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). By executing 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.

7.0 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, including the attached Pricing Appendix-Combinations, constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.

7.4

The Parties acknowledge that in no event shall any rates, terms, and conditions set forth in this Amendment apply to any products or services purchased by CLEC prior to the Amendment Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

XO Michigan, Inc.

SBC Telecommunications, Inc.
as agent for Ameritech Michigan

By: *Douglas W. Kirkpatrick*

By: *Willena D. Hendley*

Printed: *Douglas W. Kirkpatrick*

Printed: Willena D. Hendley

Title: *Vice President Regulatory*

Title: for/President Industry Markets

Date: *Nov. 6th, 2001*

Date: **NOV - 8 2001**

MICHIGAN		AIT RECURRING	AIT NON-REC.	
		Monthly	Initial	Additional
<u>UNBUNDLED NETWORK ELEMENTS</u>				
Unbundled Loops				
	2-Wire Analog - Rural (Zone C)	\$ 12.54	See NRC prices below	
	2-Wire Analog - Suburban (Zone B)	\$ 8.73	See NRC prices below	
	2-Wire Analog - Metro (ZoneA)	\$ 8.47	See NRC prices below	
	Conditioning for dB Loss			
	2-Wire Analog - Ground Start - Rural (Zone C)	\$ 13.20	See NRC prices below	
	2-Wire Analog - Ground Start - Suburban (Zone B)	\$ 9.46	See NRC prices below	
	2-Wire Analog - Ground Start - Metro (ZoneA)	\$ 9.04	See NRC prices below	
	2-Wire Analog - EKL - Rural (Zone C)	\$ 12.65	See NRC prices below	
	2-Wire Analog - EKL - Suburban (Zone B)	\$ 8.86	See NRC prices below	
	2-Wire Analog - EKL - Metro (ZoneA)	\$ 8.58	See NRC prices below	
	4-Wire Analog - Rural (Zone C)	\$ 26.68	See NRC prices below	
	4-Wire Analog - Suburban (Zone B)	\$ 19.29	See NRC prices below	
	4-Wire Analog - Metro (Zone A)	\$ 18.37	See NRC prices below	
	2-Wire Digital - Rural (Zone C)	\$ 14.89	See NRC prices below	
	2-Wire Digital - Suburban (Zone B)	\$ 11.17	See NRC prices below	
	2-Wire Digital - Metro (Zone A)	\$ 10.29	See NRC prices below	
	4-Wire Digital - Rural (ZoneC)	\$ 47.26	See NRC prices below	
	4-Wire Digital - Suburban (ZoneB)	\$ 41.57	See NRC prices below	
	4-Wire Digital - Metro (Zone A)	\$ 34.66	See NRC prices below	
DSL Capable Loops				
	2-Wire ADSL/HDSL Loop Access Area C- Rural	\$ 14.17	See NRC prices below	
	2-Wire ADSL/HDSL Loop Access Area B- Suburban	\$ 11.29	See NRC prices below	
	2-Wire ADSL/HDSL Loop Access Area A- Metro	\$	See NRC prices	

		10.26		below
	4-Wire HDSL Loop Access Area C- Rural	\$ 28.21		See NRC prices below
	4-Wire HDSL Loop Access Area B- Suburban	\$ 22.48		See NRC prices below
	4-Wire HDSL Loop Access Area A- Metro	\$ 20.43		See NRC prices below
Loop Non-Recurring Charges (Excluding DS3)				
	Service Order- Initial /2/ /3/	N/A		\$ 3.16 N/A
	Service Order- Disconnect	N/A		\$ 1.54 N/A
	Service Order- Subsequent	N/A		\$ 3.02 N/A
	Loop Connection /2/ /3/	N/A		\$ 17.82 N/A
	Loop Disconnect	N/A		\$ 5.85 N/A
	Loop - Record Work Only	N/A		\$ 1.86 N/A
	Administration Charge, per order - DS0 Loop /2/ /3/	N/A		\$ 107.16 N/A
	Design and CO Connection Charge, per circuit - DS0 Loop /2/ /3/	N/A		\$ 74.94 N/A
	Carrier Connection Charge per Termination -DS0 Loop /2/ /3/	N/A		\$ 239.23 N/A
	Administration Charge, per order - DS1 Loop /2/ /3/	N/A		\$ 136.82 N/A
	Design and CO Connection Charge, per circuit - DS1 Loop /2/ /3/	N/A		\$ 339.17 N/A
	Carrier Connection Charge per Termination -DS1 Loop /2/ /3/	N/A		\$ 209.19 N/A
	Administration Charge, per order - DS0 Loop - Disconnect	N/A		\$ 74.44 N/A
	Design and CO Connection Charge, per circuit - DS0 Loop - Disconnect	N/A		\$ 56.56 N/A
	Carrier Connection Charge per Termination -DS0 Loop - Disconnect	N/A		\$ 82.32 N/A
	Administration Charge, per order - DS1 Loop - Disconnect	N/A		\$ 74.33 N/A
	Design and CO Connection Charge, per circuit - DS1 Loop - Disconnect	N/A		\$ 34.41 N/A
	Carrier Connection Charge per Termination -DS1 Loop - Disconnect	N/A		\$ 75.01 N/A
	Service Coordination Fee, per central office /5/	0.84		N/A N/A
	Cancellation or Change Service Charge-Analog Loop, per last critical date reached			
	Design Layout Report Date	N/A		\$ 4.03 N/A
	Records Issue Date	N/A		\$ 17.90 N/A
	Designed, Verified, and Assigned Date	N/A		\$ N/A

				35.78	
	Plant Test Date	N/A		\$ 45.60	N/A
Cancellation or Change Service Charge-DS0 Loop, per last critical date reached					
	Design Layout Report Date	N/A		\$ 51.26	N/A
	Records Issue Date	N/A		\$ 107.67	N/A
	Designed, Verified, and Assigned Date	N/A		\$ 123.81	N/A
	Plant Test Date	N/A		\$ 421.34	N/A
Cancellation or Change Service Charge-DS1 Loop, per last critical date reached					
	Design Layout Report Date	N/A		\$ 327.96	N/A
	Records Issue Date	N/A		\$ 423.21	N/A
	Designed, Verified, and Assigned Date	N/A		\$ 439.33	N/A
	Plant Test Date	N/A		\$ 685.18	N/A
Due Date Change Charge, per Order, per Occasion					
	Analog Loop	N/A		\$ 3.16	N/A
	DS0 Loop	N/A		\$ 18.76	N/A
	DS1 Loop	N/A		\$ 18.76	N/A
Local Switching			USAGE		
	Unbundled Local Switch Usage, per Originating MOU (statewide)	\$ 0.001192		NA	NA
	Daily Usage Feed, per message	\$ 0.000672			
Shared Transport /6/					
	ULS-Usage for ULS-ST, per Originating & Terminating MOU	\$ 0.000522		NA	NA
	ULS-ST Blended Transport Usage, per MOU	\$ 0.000730		NA	NA
	ULS-ST Common Transport Usage, per MOU	\$ 0.000446		NA	NA
	ULS-ST Tandem Switching Usage, per MOU	\$ 0.000191		NA	NA
	ULS-ST SS7 Signaling Transport, per message	\$ 0.000145		NA	NA
Customized Routing per Line Class Code, per switch					
	New LCC, per LCC, per switch, installatin	NA		\$ 225.97	NA
	New Network Routing, per route, per switch, installation	NA		\$ 14.03	NA

	Customized Routing of OS or DA via AIN (ULS-ST only)				
	New Custom OS or DA Route for ULS-ST, per carrier per switch, per route				
	- Installation	NA		\$ 84.28	NA
	- Disconnect	NA		\$ 27.14	NA
Local Switching Port Charges			MONTHLY		
	Analog Line Port	\$ 2.53		See NRC prices below	
	Ground Start Port	\$ 2.53		See NRC prices below	
	Analog DID Trunk Port	\$ 20.62		See NRC prices below	
	ISDN BRI Port	\$ 8.19		See NRC prices below	
	ISDN PRI Port	\$ 159.60		See NRC prices below	
	Digital Trunking Trunk Port	\$ 155.50		See NRC prices below	
	DS1 Trunk Port	\$ 70.64		See NRC prices below	
	Centrex Basic Line Port	\$ 2.53		See NRC prices below	
	Centrex ISDN BRI Port	\$ 8.19		See NRC prices below	
	Centrex EKL Line Port	\$ 5.52		See NRC prices below	
	Centrex Attendant Console Line Port	\$ 6.39		See NRC prices below	
UNE Platform Migration Charges /4/					
	Migration - Analog Line Port per occasion	N/A		\$ 0.35	
	Migration - Ground Start Port per occasion	N/A		\$ 0.35	
	Migration - Analog DID Trunk Port per occasion	N/A		\$ 0.35	
	Migration - Centrex Basic Line Port per occasion	N/A		\$ 0.35	
	Migration - Centrex ISDN BRI Port per occasion	N/A		\$ 0.35	
	Migration - Centrex EKL Line Port per occasion	N/A		\$ 0.35	
	Migration - Centrex Attendant Console Line Port per occasion	N/A		\$ 0.35	
	Migration - ISDN BRI Port per occasion	N/A		\$ 0.35	
	Migration - ISDN PRI Port per occasion	N/A		\$ 36.38	

	Migration - Digital Trunking Trunk Port per occasion	N/A		\$	
				36.38	
	Migration - DS1 Trunk Port per occasion	N/A		\$	
				36.38	
	<u>Local Switching Non-Recurring Charges</u>				
	Service Order - Install - Basic Line Port, per order /2/	NA		\$	NA
				3.02	
	Service Order - Disconnect - Basic Line Port, per order	NA		\$	NA
				1.54	
	Service Order - Subsequent - Basic Line Port, per order	NA		\$	NA
				3.18	
	Service Order - Record Work Only - Basic Port, per occasion	NA		\$	NA
				1.86	
	Port Connection - Basic Line, per occasion /2/	NA		\$	NA
				11.89	
	Port Disconnect - Basic Line, per occasion	NA		\$	NA
				6.63	
	Service Order - Install - Complex Line Port, per order /2/	NA		\$	NA
				30.09	
	Service Order - Disconnect - Complex Line Port, per order	NA		\$	NA
				7.50	
	Service Order - Record Work Only - Complex Line Port, per order	NA		\$	NA
				1.86	
	Port Connection - Complex Line, per occasion /2/	NA		\$	NA
				40.72	
	Port Disconnect - Complex Line, per occasion	NA		\$	NA
				21.78	
	Service Order - Install - Trunk Port, per order /2/	NA		\$	NA
				64.01	
	Service Order - Disconnect - Trunk Port, per order	NA		\$	NA
				39.57	
	Service Order - Record Work Only - Trunk Port, per order	NA		\$	NA
				1.86	
	Port Connection - Trunk, per occasion /2/	NA		\$	NA
				92.79	
	Port Disconnect - Trunk, per occasion	NA		\$	NA
				73.63	
	Cancellation or Change Service Charge-Basic Line Port, per last critical date reached				
	Design Layout Report Date	NA		\$	NA
				3.16	
	Records Issue Date	NA		\$	NA
				7.53	
	Designed, Verified, and Assigned Date	NA		\$	NA
				14.91	
	Plant Test Date	NA		\$	NA
				14.91	
	Cancellation or Change Service Charge-Complex Line Port, per last critical date reached				
	Design Layout Report Date	NA		\$	NA
				30.22	
	Records Issue Date	NA		\$	NA
				36.01	

	Designed, Verified, and Assigned Date	NA		\$ 50.84	NA
	Plant Test Date	NA		\$ 70.80	NA
Cancellation or Change Service Charge-Trunk Port, per last critical date reached					
	Design Layout Report Date	NA		\$ 18.90	NA
	Records Issue Date	NA		\$ 150.74	NA
	Designed, Verified, and Assigned Date	NA		\$ 156.80	NA
	Plant Test Date	NA		\$ 156.80	NA
Cancellation or Change Service Charge-New Line Class Code, per last critical date reached					
	Interdepartmental Meeting	NA		\$ 67.79	NA
	Line Class Code Assignment	NA		\$ 180.78	NA
	Translations: writing, accepting, and testing	NA		\$ 214.67	NA
	Plant Test Date	NA		\$ 225.97	NA
Cancellation or Change Service Charge-New Network Routing, per last critical date reached					
	Interdepartmental Meeting	NA		\$ 4.21	NA
	Line Class Code Assignment	NA		\$ 11.23	NA
	Translations: writing, accepting, and testing	NA		\$ 13.35	NA
	Plant Test Date	NA		\$ 14.03	NA
Due Date Change Charge, per Order, per Occasion					
	Basic Line Port	N/A		\$ 3.02	N/A
	Trunk Port	N/A		\$ 18.76	N/A
	Complex Line Port	N/A		\$ 30.09	N/A
ULS Usage Billing and Trunk Order Development Charge		NA		\$ 163.82	
Conversion from basic line port to ground start, or vice-versa, per change		NA		\$ 11.89	NA
Service Coordination Fee, per switch /5/		\$ 0.84		N/A	NA
Port Feature Add/Change Translations Install Charge, per port, per order					
	Basic	NA	NA	\$ -	\$ -
	Simple Centrex	NA	NA	\$ -	\$ -
	PBX	NA	NA	\$ -	\$ -

					-	-
		Complex Centrex	NA	NA	\$ 16.14	\$ 2.93
		DID/Digital Trunk	NA	NA	\$ 32.69	\$ 1.60
		ISDN-Direct	NA	NA	\$ 65.73	\$ 5.06
		ISDN-Prime	NA	NA	\$ 32.69	\$ 1.60
		Port Feature Add/Change Translations Disconnect Charge, per port, per order				
		Basic	NA	NA	\$ -	\$ -
		Simple Centrex	NA	NA	\$ -	\$ -
		PBX	NA	NA	\$ -	\$ -
		Complex Centrex	NA	NA	\$ 10.72	\$ 2.12
		DID/Digital Trunk	NA	NA	\$ 8.37	\$ 1.38
		ISDN-Direct	NA	NA	\$ 22.69	\$ 4.36
		ISDN-Prime	NA	NA	\$ 11.19	\$ 1.38
		Cross Connects /5/				
	2-Wire		\$ 0.13	NA	NA	
	4-Wire		\$ 0.25	NA	NA	
	6-Wire		\$ 0.38	NA	NA	
	8-Wire		\$ 0.50	NA	NA	
	DS1/L T1		\$ 0.27	NA	NA	
	DS3/L T3		\$ 1.15	NA	NA	
		Dedicated Transport				
		Interoffice Transport:				
	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 10.06		See NRC prices below	
		Interoffice Mileage - Per Mile - All Zones	\$ 0.36		See NRC prices below	
	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 53.73		See NRC prices below	
		Interoffice Mileage - Per Mile - All Zones	\$ 9.87		See NRC prices below	
		Multiplexing				

	DS1 to Voice Grade		\$	NA	NA
			178.18		
	DS3 to DS1		\$	NA	NA
			262.31		
<u>Dedicated Transport Cross Connects</u>					
	DS1		\$	NA	NA
			0.27		
	DS3		\$	NA	NA
			1.15		
<u>Dedicated Transport Network Reconfiguration Service (NRS)</u>					
	On rates, terms and conditions specified in FCC Tariff No. 2				
<u>Dedicated Transport Optional Features & Functions</u>					
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged		\$	NA
				158.00	
		Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect		\$	NA
				6.65	
<u>Dedicated Transport Installation & Rearrangement Charges</u>					
	DS1	Administration Charge - Per Order	NA	\$	NA
				136.82	
		Administration Charge - Per Order - Disconnect		\$	
				74.33	
		Design & Central Office Connection Charge - Per Circuit - Install	NA	\$	N/A
				339.17	
		Design & Central Office Connection Charge - Per Circuit - Disconnect	NA	\$	N/A
				34.41	
		Carrier Connection Charge Per Termination - Install	NA	\$	NA
				209.19	
		Carrier Connection Charge Per Termination - Disconnect	NA	\$	NA
				75.01	
		Cancellation or Change Service Charge, per last critical date			
		- Design Layout Report Date	NA	\$	NA
				327.96	
		- Records Issue Date	NA	\$	NA
				423.21	
		- Designed, Verified, and Assigned Date	NA	\$	NA
				439.33	
		- Plant Test Date	NA	\$	NA
				685.18	
		Due Date Change Charge, per Order per Occasion	NA	\$	NA
				18.76	
	DS3	Administration Charge - Install	NA	\$	NA
				120.93	
		Administration Charge - Disconnect	NA	\$	NA
				78.65	
		Design & Central Office Connection Charge - Per Circuit - Install	NA	\$	NA
				464.19	

	Design & Central Office Connection Charge - Per Circuit - Disconnect	NA	\$ 103.83	NA
	Carrier Connection Charge Per Termination - Install	NA	\$ 129.24	NA
	Carrier Connection Charge Per Termination - Disconnect	NA	\$ 51.13	NA
	Cancellation or Change Service Charge, per last critical date			
	- Design Layout Report Date	NA	\$ 119.71	NA
	- Records Issue Date	NA	\$ 546.17	NA
	- Designed, Verified, and Assigned Date	NA	\$ 569.87	NA
	- Plant Test Date	NA	\$ 714.50	NA
	Due Date Change Charge, per Order per Occasion	NA	\$ 18.76	NA
Unbundled Switch Port - Vertical Features				
Analog Line Port Features (per feature per port):				
	Call Waiting	NA	\$ -	NA
	Call Forwarding Variable	NA	\$ -	NA
	Call Forwarding Busy Line	NA	\$ -	NA
	Call Forwarding Don't Answer	NA	\$ -	NA
	Three-Way Calling	NA	\$ -	NA
	Speed Calling - 8	NA	\$ -	NA
	Speed Calling - 30	NA	\$ -	NA
	Auto Callback/Auto Redial	NA	\$ -	NA
	Distinctive Ring/Priority Call	NA	\$ -	NA
	Selective Call Rejection/Call Blocker	NA	\$ -	NA
	Auto Recall/Call Return	NA	\$ -	NA
	Selective Call Forwarding	NA	\$ -	NA
	Calling Number Delivery	NA	\$ -	NA
	Calling Name Delivery	NA	\$ -	NA
	Calling Number/Name Blocking	NA	\$ -	NA
	Remote Access to Call Forwarding (RACF)	NA	\$ -	NA

Analog Line Port Features:					
	Personalized Ring (per arrangement per port)	NA		\$	NA
				-	
	Hunting Arrangement (per arrangement)	NA		\$	NA
				-	
Centrex Electronic Key Line (EKL) Basic Features:					
	Bridged Call Exclusion	NA		\$	\$
				16.14	2.93
Bridging		NA		\$	\$
				16.14	2.93
	Call Forwarding Don't Answer	NA		\$	\$
				16.14	2.93
	Call Forwarding Interface Busy	NA		\$	\$
				16.14	2.93
	Call Forwarding Variable	NA		\$	\$
				16.14	2.93
	Message Waiting Indicator	NA		\$	\$
				16.14	2.93
	Speed Call (Long)	NA		\$	\$
				16.14	2.93
	Speed Call (Short)	NA		\$	\$
				16.14	2.93
	Three-way Conference Calling	NA		\$	\$
				16.14	2.93
Call Appearance Call Handling (CACH) EKL Features:					
	Additional Call Offering (inherent)	NA		\$	\$
				16.14	2.93
	Bridged Call Exclusion	NA		\$	\$
				16.14	2.93
Bridging		NA		\$	\$
				16.14	2.93
	Call Forwarding Don't Answer	NA		\$	\$
				16.14	2.93
	Call Forwarding Interface Busy	NA		\$	\$
				16.14	2.93
	Call Forwarding Variable	NA		\$	\$
				16.14	2.93
Intercom		NA		\$	\$
				16.14	2.93
	Key System Coverage for Analog Lines	NA		\$	\$
				16.14	2.93
	Message Waiting Indicator	NA		\$	\$
				16.14	2.93
	Speed Call (Long)	NA		\$	\$
				16.14	2.93
	Speed Call (Short)	NA		\$	\$
				16.14	2.93
	Three-way Conference Calling	NA		\$	\$
				16.14	2.93
Basic individual features:					
	Additional Call Offering	NA		\$	\$

			16.14	2.93
Call Forwarding Don't Answer	NA		\$	\$
			16.14	2.93
Call Forwarding Interface Busy	NA		\$	\$
			16.14	2.93
Call Forwarding Variable	NA		\$	\$
			16.14	2.93
Calling Number Delivery	NA		\$	\$
			16.14	2.93
Hunt Group for CSD	NA		\$	\$
			16.14	2.93
Hunt Group for CSV	NA		\$	\$
			16.14	2.93
Message Waiting Indicator	NA		\$	\$
			16.14	2.93
Secondary Only Telephone Number	NA		\$	\$
			16.14	2.93
Three Way Conference Calling	NA		\$	\$
			16.14	2.93
ISDN PRI Port Features:	NA		\$	\$
			32.69	1.60
Backup D Channel	NA		\$	\$
			32.69	1.60
Calling Number Delivery	NA		\$	\$
			32.69	1.60
Dynamic Channel Allocation	NA		\$	\$
			32.69	1.60
DID #s - per telephone number	\$		NA	NA
	0.03			
Analog Trunk Port Features (per feature per port)	NA		\$	NA
			-	
DID #s - per telephone number	\$		NA	NA
	0.03			
DS1 Digital Trunk Port Features (per feature per port)	NA		\$	\$
			32.69	1.60
DID #s - per telephone number	\$		NA	NA
	0.03			
Unbundled Centrex System Options				
Centrex Common Block - Installation, each /2/	NA		\$	NA
			80.04	
Centrex Common Block - Disconnect, each	NA		\$	NA
			62.08	
System feature change or rearrangement, per feature, per occasion	\$		\$	NA
	-		66.91	
System feature activation or deactivation, per feature, per occasion				
- Installation	\$		\$	NA
	-		210.62	
- Disconnection	\$		\$	NA

		-		64.65	
Basic Centrex Line Port System Features Available (per Common Block):					
	Automatic Callback Calling/Business Group Callback	NA		\$	\$
				-	-
	Call Forwarding Variable/Business Group Call Forwarding Variable	NA		\$	\$
				-	-
	Call Forwarding Busy Line	NA		\$	\$
				-	-
	Call Forwarding Don't Answer	NA		\$	\$
				-	-
	Call Hold	NA		\$	\$
				-	-
	Call Pickup	NA		\$	\$
				-	-
	Call Transfer - All Calls	NA		\$	\$
				-	-
	Call Waiting - Intragroup/Business Group Call Waiting	NA		\$	\$
				-	-
	Call Waiting - Originating	NA		\$	\$
				-	-
	Call Waiting - Terminating	NA		\$	\$
				-	-
	Class of Service Restriction - Fully Restricted	NA		\$	\$
				-	-
	Class of Service Restriction - Semi Restricted	NA		\$	\$
				-	-
	Class of Service Restriction - Toll Restricted	NA		\$	\$
				-	-
	Consultation Hold	NA		\$	\$
				-	-
	Dial Call Waiting	NA		\$	\$
				-	-
	Directed Call Pickup - Non Barge In	NA		\$	\$
				-	-
	Directed Call Pickup - With Barge In	NA		\$	\$
				-	-
	Distinctive Ringing and Call Waiting Tone	NA		\$	\$
				-	-
	Hunting Arrangement - Basic	NA		\$	\$
				-	-
	Hunting Arrangement - Circular	NA		\$	\$
				-	-
	Speed Calling Personal (short list)	NA		\$	\$
				-	-
	Three Way Calling	NA		\$	\$
				-	-
Centrex ISDN BRI Port Features					
Circuit Switched Voice (CSV)/(CSD) per BRI					
Centrex ISDN BRI Port System Features Available (per Common Block):					

Additional Call Offering for CSV	NA		\$	\$
			16.14	2.93
Automatic Callback Calling	NA		\$	\$
			16.14	2.93
Call Forwarding Busy Line	NA		\$	\$
			16.14	2.93
Call Forwarding Don't Answer	NA		\$	\$
			16.14	2.93
Call Forwarding Variable	NA		\$	\$
			16.14	2.93
Call Hold	NA		\$	\$
			16.14	2.93
Call Pickup	NA		\$	\$
			16.14	2.93
Call Transfer - All Calls	NA		\$	\$
			16.14	2.93
Class of Service Restriction - Fully Restricted	NA		\$	\$
			16.14	2.93
Class of Service Restriction - Semi Restricted	NA		\$	\$
			16.14	2.93
Class of Service Restriction - Toll Restricted	NA		\$	\$
			16.14	2.93
Consultation Hold	NA		\$	\$
			16.14	2.93
Dial Call Waiting	NA		\$	\$
			16.14	2.93
Directed Call Pickup - Non Barge In	NA		\$	\$
			16.14	2.93
Directed Call Pickup - With Barge In	NA		\$	\$
			16.14	2.93
Distinctive Ringing	NA		\$	\$
			16.14	2.93
Hunting Arrangement - Basic	NA		\$	\$
			16.14	2.93
Hunting Arrangement - Circular	NA		\$	\$
			16.14	2.93
Speed Calling Personal (short list)	NA		\$	\$
			16.14	2.93
Three Way Calling	NA		\$	\$
			16.14	2.93
Custom Access Treatment Code (TX only)	NA		\$	\$
			16.14	2.93
Denied Origination (TX only)	NA		\$	\$
			16.14	2.93
Denied Termination (TX only)	NA		\$	\$
			16.14	2.93
Intercom Dialing (TX only)	NA		\$	\$
			16.14	2.93
Notes:				
/1/	Rates based on MPSC Case No. U-11831, rates subject to change pursuant to appellate outcome.			
/2/	Does not apply to pre-existing UNE-P Migrations; X.2.1.3 (1).			

	/3/	Does not apply to pre-existing UNE-P Installations; X.2.1.3 (2).				
	/4/	Only applies to pre-existing UNE-P Migrations; X.2.1.3 (1).				
	/5/	Applies only once per UNE-P Combination.				
	/6/	ULS-ST rates subject to true-up from MPSC Case No. U-12622.				

AMENDMENT NO. _____

TO INTERCONNECTION AGREEMENT - MICHIGAN

By and between

MICHIGAN BELL TELEPHONE COMPANY D/B/A AMERITECH MICHIGAN¹

AND

XO MICHIGAN, INC.

The Interconnection Agreement by and between Michigan Bell Telephone Company, d/b/a Ameritech Michigan (“SBC”) and XO Michigan, Inc. (“CLEC”) for the state of Michigan (“Agreement”) is hereby amended as follows:

- (1) Section 4.1.2 of Appendix DSL to the Agreement is hereby replaced and superseded with the following language:

4.1.2 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-wire Digital Loop transmission facility which supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth on Schedule 9.2.1 and this Appendix DSL to this Agreement. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth in Appendix Pricing – Schedule of Prices shall apply to this IDSL Loop.

- (2) Appendix Pricing – Schedule of Prices to the Agreement is hereby amended to replace the words” “2-Wire Digital Loop ISDN/IDSL” under DSL Capable Loops with the following words: “IDSL Loop”. The recurring and nonrecurring rates set forth on the Appendix Pricing – Schedule of Prices for the 2-Wire Digital Loop shall apply to the IDSL Loop.

The revised Appendix DSL and Appendix Pricing – Schedule of Prices to the Agreement are hereby incorporated herein by this reference.

- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or

¹The underlying Agreement was entered into between Ameritech Michigan, a division of Ameritech Services, Inc. on behalf of and as agent for Ameritech Michigan. Ameritech Michigan has been a d/b/a for Michigan Bell Telephone Company.

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. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

- (5) This Amendment shall be effective upon the execution by both Parties, but shall be filed with and is subject to approval by, the Michigan Public Service Commission.
- (6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 7th day of February, 2003, by Michigan Bell Telephone Company, d/b/a Ameritech Michigan signing by and through its duly authorized representative, and XO Michigan, Inc., signing by and through its duly authorized representative.

XO MICHIGAN, INC.

MICHIGAN BELL TELEPHONE COMPANY
D/B/A AMERITECH MICHIGAN
By SBC Telecommunications, Inc.,
Its authorized agent

By: *Douglas W. Keckapf*
Title: *Vice President Regulatory*
Name: *Douglas W. Keckapf*
(Print or Type)
Date: *2-5-03*

By: *Mike Auinbauh*
Title: President - Industry Markets
Name: **Mike Auinbauh**
(Print or Type)
Date: **FEB 07 2003**

Theresa Powell

THERESA I. POWELL
Notary Public, State of Ohio
My Commission Expires *Nov. 13, 2007*

**MICHIGAN UNE COMBINATION TARIFF AMENDMENT
TO THE
INTERCONNECTION AGREEMENT UNDER
SECTION 251 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Michigan UNE Combination Tariff Amendment to the Interconnection Agreement under Section 251 of the Telecommunications Act of 1996 (the "**Amendment**") is dated as of _____ 2003, by and between Michigan Bell Telephone Company d/b/a "Ameritech Michigan" ("**SBC Ameritech Michigan**") and XO Michigan, Inc., with its principal offices at Two Easton Oval, Suite 300, Columbus, Ohio, 43219 ("**CLEC**").

WHEREAS, SBC Ameritech Michigan and CLEC are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of January 8, 2002 (the "**Agreement**");

WHEREAS, SBC Ameritech Michigan has effective Michigan intrastate tariffs on file with the Michigan Public Service Commission ("Commission") to implement SBC Ameritech Michigan's obligations involving the combining of unbundled network elements ("UNEs");

WHEREAS, SBC Ameritech Michigan is willing through this Amendment to incorporate such Michigan intrastate tariffs into the Agreement; and

WHEREAS, CLEC wishes to incorporate into the Agreement those SBC Ameritech Michigan intrastate tariffs.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows.

1.0 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.

2.0 AMENDMENT TO THE AGREEMENT

- 2.1 Except upon request of CLEC, SBC Ameritech Michigan shall not separate CLEC-requested UNEs that are currently combined. (47 CFR § 51.315(b)) SBC Ameritech Michigan 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 Ameritech Michigan offering(s).
- 2.2 On and after the Amendment Effective Date (as defined herein), the Agreement is hereby amended by referencing and incorporating SBC Ameritech Michigan's intrastate tariff found at Tariff M.P.S.C. No. 20R, Part 19, Sections 15 (entitled "Provision of Existing Combinations of Network Elements"), 19 (entitled "Reconfiguration of Special Access to UNE Combinations"), and 23 (entitled "Provision of New UNE Combinations"). Collectively, such Sections 15, 19, and 23 are referred to herein as the "Combinations Tariffs."
- 2.3 Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the incorporation of the Combinations Tariffs such that the Combinations Tariffs are only available strictly in accordance with their respective provisions and as set forth herein. Nothing in the Agreement (including this Amendment) expands, contracts, or otherwise affects either Party's rights or obligations under the Combinations Tariffs, which are available strictly in accordance with their respective provisions and as set forth herein. Notwithstanding the foregoing, any tariffs referenced by and/or incorporated into a Combinations Tariff (a "Secondary Tariff") are expressly neither referenced nor incorporated into this Amendment, and do not otherwise have any effect as a result of this Amendment except as noted below in this Section. Accordingly, by way of example only, the terms and conditions (including

prices) in the Agreement for an unbundled 2-wire analog loop shall continue to apply even though such a loop is provided as part of a UNE combination under a Combinations Tariff, notwithstanding any reference to a Secondary Tariff and its terms and conditions (including rates) for unbundled loops in that Combinations Tariff. The rates in the Combinations Tariffs and any such Secondary Tariff may supplement the Agreement terms and conditions (including rates) wherever there is a rate element that would be applicable under a Combinations Tariff or Secondary Tariff, as the case may be, and the Agreement does not have a counterpart to the tariffed rate element and associated rate. This Amendment shall be interpreted and applied accordingly.

3.0 AMENDMENT EFFECTIVE DATE

3.1 This Amendment shall be effective ten (10) calendar days after the Commission approves this Amendment under Section 252(e) of the Act or, absent such Commission approval; the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"). In no event shall the Amendment be effective if the Agreement is not yet effective.

4.0 EFFECT OF A TARIFF CHANGE

4.1 The reference and incorporation of the Combinations Tariffs automatically includes, without the need for any further amendment to the Agreement, any revisions or modifications to any Combinations Tariff (or to any Secondary Tariff to the extent of its limited effect and application as set forth in Section 2.3), including those arising from any Commission investigation thereof as well as any subsequent revision or modification made thereto (including any withdrawal), when and as effective under Michigan law.

5.0 TERM OF AMENDMENT

5.1 This Amendment will become effective as of the Amendment Effective Date, and shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the Agreement.

6.0 APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

6.1 The Parties acknowledge and agree that, with the exception of Section 2.1 of this Amendment, the Combinations Tariffs and any Secondary Tariffs (as applicable) constitute tariff terms, conditions and/or prices, and/or are arbitration results and/or prices and, as such, they and all legitimately related provisions do not qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141 (rel. October 8, 1999) or any other applicable MFN Merger Conditions or terms and are not available in any state other than Michigan.

6.2 The Parties acknowledge and agree that each rate, term and condition ("Provision(s)") in this Amendment is consideration for, a condition of and legitimately related to every other Provision in or referred to in this Amendment and the Agreement itself. The Parties further acknowledge and agree that the Provisions set forth in this Amendment are non-severable from each other, or from the Agreement.

7.0 RESERVATIONS OF RIGHTS

7.1 SBC Ameritech Michigan reserves the right to modify or withdraw the Combinations Tariffs and any Secondary Tariff, in whole or in part, including as a result of any legislative, regulatory, administrative or judicial action that affects in any way the Combinations Tariffs or a Secondary Tariff. This Section is cumulative, and applies in accordance with its terms regardless of any change of law provision or any other provision in the Agreement or this Amendment.

7.2 SBC Ameritech Michigan's provision of UNEs identified in the Agreement and this Amendment 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 Court of Appeals 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 Amendment which makes available certain UNEs and/or UNE combinations, neither Party waives any of its rights with respect to such Orders, including but not limited to each Party's right to dispute whether any UNEs identified in the Agreement and this Amendment 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 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.

- 7.3 The Parties acknowledge and agree that the certain of the Combinations Tariffs, in whole or in part, were filed as ordered by the Commission on May 16, 2002 and November 7, 2002, in Case No. U-12320, and that the Combinations Tariffs as well as the Secondary Tariffs may reflect various other Commission decisions, including without limitation, U-11831 ("Decisions"). The Parties further acknowledge and agree that this Amendment (and the actions taken pursuant hereto) does not constitute a waiver or otherwise affect any legal or equitable rights of review and remedies (including agency reconsideration and court review), or any argument made or position taken in connection therewith, with respect to any Decision or any remand thereof. In the event that any reconsideration, remand proceeding, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies or otherwise affects any such Decision, either Party may, by providing written notice to the other Party, require that any affected provisions of this Amendment or the Agreement be deleted or renegotiated, as applicable, in good faith and that the Agreement be amended accordingly. If such an amendment to the Agreement is not executed within sixty (60) calendar days after the date of such notice, a Party may pursue any rights available to it under the Agreement.
- 7.4 This Amendment does not in any way prohibit, limit, or otherwise affect either Party (or any of its affiliates) from taking any position with respect to the Combinations Tariffs or any Secondary Tariff, or any tariff revision or modification thereto; or from raising and pursuing its rights and abilities with respect to the Combinations Tariffs or any Secondary Tariff, or any such tariff revision or modification, or any legislative, regulatory, administrative or judicial action with respect to any of the subjects involving any of the foregoing.

8.0 MISCELLANEOUS

- 8.1 The Agreement, as amended hereby, shall remain in full force and effect until terminated pursuant to its terms. On and from this Amendment's Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 8.2 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

- 8.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment constitutes the entire amendment of the Agreement, and supersedes all previous proposals, both verbal and written.
- 8.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the Amendment Effective Date.

IN WITNESS WHEREOF, each Party have caused this Amendment to be executed by its duly authorized representatives.

XO Michigan, Inc.

Michigan Bell Telephone Company d/b/a Ameritech Michigan by SBC Telecommunications, Inc., its authorized agent

By: *Douglas W. Kinkopf*

By: *M. Auinbauh*

Name: Douglas W. Kinkopf
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: Vice President Regulatory Affairs
(Print or Type)

Title: For/ President-Industry Markets

Date: 4-7-03

Date: APR 16 2003

AECN/OCN # 4125

**Second Amendment
Superseding Certain Intervening Law, Compensation,
Interconnection and Trunking Provisions**

This Second Amendment Superseding Certain Intervening Law, Reciprocal Compensation, Interconnection and Trunking Terms ("Second Amendment") is applicable to this and any future Interconnection Agreement(s) between SBC Telecommunications, Inc. on behalf of and as agent for Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter each individually being a "SBC ILEC," and collectively being the "SBC ILECs") and of XO Communications, Inc., including XO Illinois, Inc., XO Ohio, Inc., XO Michigan, Inc., XO California, Inc., XO Texas, Inc., XO Missouri, Inc. , and all XO Communications owned or controlled future affiliates or subsidiaries which are a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut through December 31, 2004 (collectively, including the corporate parent, hereafter referred to as "CLEC"), whether such Agreement is negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" (MFN) rights. ILECs and CLEC may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, SBC ILECs and CLEC entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (the "ICAs"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties entered into an Amendment to CLEC Contracts Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms ("Superseding Amendment") which will expire on May 31, 2004; and

WHEREAS, Section 2 of the Superseding Amendment provides, in pertinent part, that if other rates, terms, and conditions have been voluntarily agreed to by SBC ILECs across the thirteen-state region as a whole, CLEC may exercise certain rights to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, POIs or trunking requirements to which SBC ILEC have agreed;

WHEREAS, CLEC claims it is entitled under 1.4 of its Superseding Amendment to obtain the Second Amendment Superseding Certain Compensation, Interconnection

and Trunking Provisions by and between SBC ILECs and CLEC dated May 29, 2003 (“Second Amendment”) which supersedes certain intervening law, compensation, interconnection and trunking provisions; and

WHEREAS, SBC ILECs dispute CLEC’s claim that it is entitled to obtain certain compensation provisions under the Second Amendment;

WHEREAS, the Parties wish to reduce the risk and expense of litigation of the this dispute by negotiating a compromise and settlement thereto;

WHEREAS, in order to effectuate such compromise and settlement, the Parties wish to enter into this Second Amendment to memorialize certain of the terms and conditions of such compromise and settlement;

WHEREAS, the Parties would not have agreed to such compromise and settlement, or any term and condition thereof, but for their mutual agreement upon each and every term and condition;

WHEREAS, the Parties also agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not a Party may adopt under Section 252(i) reciprocal compensation provisions or a waiver by either party of their position or their rights as to that issue; and

WHEREAS, simultaneously herewith, the Parties will enter into amendments to their underlying ICAs incorporating the rates, terms and conditions of the FCC’s interim ISP terminating compensation plan;

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Scope of Agreement and Lock In:

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The foregoing Recitals are hereby incorporated into and made a part of this Second Amendment.

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Notwithstanding anything to the contrary in this Second Amendment, except for the waivers of intervening law in Section 2.2 and 2.3 and CLEC’s waiver of 252(i) MFN rights in Section 1.6 which are unaffected by this Section, neither Party waives, but instead expressly reserves, all of their rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law rights (including intervening law rights asserted via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this Amendment, the underlying ICAs or any

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future interconnection agreements or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); and the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).

The Parties agree that this Second Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICAs. This Second Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties for the period from June 1, 2004 up through and including December 31, 2004, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights.

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Any inconsistencies between the provisions of this Second Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above for the period from June 1, 2004 through and including December 31, 2004, will be governed by the provisions of this Second Amendment, unless this Second Amendment is specifically and expressly superseded by a future amendment between the Parties.

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1.5 If the underlying ICAs or any future interconnection agreement(s) expire sooner than December 31, 2004, the Parties agree that the Second Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the Second Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through December 31, 2004. Also, the Parties recognize that an MFN interconnection agreement often receives quicker state public utility commission ("PUC") approval than the negotiated Second Amendment which will be affixed to that interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Second Amendment, the Parties agree that the rates, terms and conditions of the Second Amendment will, upon state PUC approval of the Second Amendment, apply retroactively to the date of such state PUC approval of the underlying interconnection agreement, or June 1, 2004, whichever is later so that the rates, terms and conditions contained herein will apply uninterrupted for the period from June 1, 2004 up through and including December 31, 2004. In no event shall this retroactivity apply prior to the effective date this Second Amendment is signed by CLEC.

1.6 CLEC hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection (“POIs”) or trunking requirements that are subject to this Second Amendment; provided, however, that if such other rates, terms, and conditions have been voluntarily agreed to by SBC ILEC across the thirteen-state region as a whole, CLEC may exercise its rights under section 252(i) to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, POIs or trunking requirements to which SBC ILEC have agreed. This waiver includes, but is not limited to, any lease, transfer, sale or other conveyance by CLEC of all or a substantial portion of its assets, in which case CLEC shall obtain the purchaser's agreement to be bound by the terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of CLEC.

2.0 Intervening Law/Change of Law:

2.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“*USTA* decision”), 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. Dec. 9, 1999) (“the Line Sharing Order”), and vacated and remanded the Line Sharing and UNE Remand Orders in accordance with the decision. In addition, the FCC adopted its Triennial Review Order on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC’s Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002) (all collectively referred to as the “Orders”). In entering into this Second Amendment, and except as otherwise set forth in Sections 2.2 and 2.3 below, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph and as to any intervening law rights that either Party has in the current ICAs or any future interconnection agreement(s). Except as otherwise set forth in Sections 2.2 and 2.3 below, if any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions (“Provisions”) in this Second Amendment or the current ICAs or any future interconnection agreement(s), specifically including, but not limited to, those arising with respect to the Orders, the affected Provision(s) will be immediately

invalidated, modified or stayed as required to effectuate the subject order, but only after the subject order becomes effective, upon the written request of either Party (“Written Notice”). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in the current ICAs or any future interconnection agreement(s). In the event that any intervening law rights in the current ICAs or any future interconnection agreement(s) conflict with this Intervening Law paragraph and Section 2.2 and 2.3, for the time period from June 1, 2004 up through and including December 31, 2004, this Intervening Law paragraph and Sections 2.2 and 2.3 following shall supersede and control as to any such conflict(s) as to all rates, terms and conditions in the current ICAs and any future interconnection agreement(s) for such time period.

2.2 Notwithstanding the provisions of Section 2.1 or anything else herein, during the period from June 1, 2003 up through and including May 31, 2004, the Parties waive any rights they may have under the Intervening Law/Change of Law provisions in this Second Amendment, the Parties’ current ICAs or any future interconnection agreement(s) to which this Second Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements that are subject to this Second Amendment. The Parties specifically acknowledge their awareness of various pending regulatory actions which may affect the nature of reciprocal compensation and treatment of internet service provider (“ISP”) traffic and other Total Compensable Local Traffic (as defined herein) for compensation purposes. Each Party specifically acknowledges that this Second Amendment is intended to be a binding agreement, without regard to the standards set forth in subsections (b) and (c) of Section 251, made pursuant to Section 252 (a)(1) of the Act, and each Party further acknowledges that this Second Amendment is intended to and shall remain unaffected by and survive any regulatory, legislative or judicial actions which may affect reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs and trunking provisions set forth herein during the period from June 1, 2003 up through and including May 31, 2004 including, without limitation, the Federal Communications Commission’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 Reciprocal Compensation Order”). Except with respect to the specific exceptions in this Section 2.2 relating to reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements, during the time period from June 1, 2003 up through and including May 31, 2004, each Party shall otherwise have full intervening law rights under Section 2.1 of this Second Amendment and any intervening law rights in the underlying ICAs or future interconnection agreement(s), and may invoke such intervening law/change in law rights as to any provisions in the Agreement (including

any separate amendments to the Agreement) impacted by any regulatory, legislative or judicial action.

2.3 Notwithstanding the provisions of Section 2.1 or anything else herein, during the period from June 1, 2004 and thereafter up through and including December 31, 2004, the Parties waive any rights they may have under the Intervening/Change of Law provisions in this Second Amendment, the Parties' current ICAs or any future interconnection agreement(s) to which this Second Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements that are subject to this Second Amendment including, without limitation, waiving any rights to change the compensation in this Second Amendment in the event that SBC ILEC invokes the FCC terminating compensation plan pursuant to the FCC ISP Reciprocal Compensation Order in any particular state(s); provided however, that if a final, legally binding FCC order related to intercarrier compensation becomes effective after the Effective Date of this Second Amendment including, without limitation, an FCC Order that is issued upon the conclusion of the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01 92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (referred hereto as an "FCC Order:"), the affected provisions of this Second Amendment relating to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"); provided further, however, that in no event shall any provisions of this Second Amendment, relating to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs or trunking requirements be invalidated, modified, or stayed until June 1, 2004 at the earliest, consistent with Section 2.2 preceding. In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Second Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s) provided, however, that the rates, terms and conditions ultimately ordered by a state commission in an arbitration or negotiated by the Parties shall be retroactive to the effective date of the Written Request following such FCC Order; provided, further, however that in no event shall any provisions of this Second Amendment relating to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs, or trunking requirements be invalidated, modified, or stayed until June 1, 2004 at the earliest, consistent with Section 2.2 preceding. Except with respect to the exceptions relating to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions set forth in this Section 2.3, during the time period from June 1, 2004 up through and including December 31, 2004, each Party shall have full intervening law rights under Section 2.1 of this Second Amendment and any

intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 2.3.

3.0 Reservations of Rights:

3.1 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to reciprocal compensation obligations. By entering into this Second Amendment, neither party waives its right to advocate its view with respect to this issue. The Parties agree that nothing in this Second Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that any payment to CLEC under the terms of this Second Amendment shall not be construed as agreement or acquiescence by the SBC ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that SBC ILECs shall make payments for calls to ISPs to CLEC pursuant to Sections 4, 5, and 6 herein during the term of this Second Amendment.

3.2 The Parties continue to disagree as to where POIs should be established and under what rates, terms, and conditions CLEC may lease facilities from SBC ILEC to establish such POIs. By entering into this Second Amendment, neither Party waives its right to advocate its view with respect to these issues. The Parties further agree that nothing in this Second Amendment shall be construed as an admission with respect to the proper establishment of POIs and the treatment of facilities used to establish such POIs under applicable federal and state law. The Parties further agree that the establishment of POIs pursuant to the rates, terms, and conditions specified in this Second Amendment shall not be construed as agreement or acquiescence by either Party as to the proper establishment of POIs and the treatment of facilities used to establish such POIs. Notwithstanding the foregoing, the Parties agree that CLEC and SBC ILEC shall establish POIs pursuant to the rates, terms, and conditions called for in Section 4 herein during the term of this Second Amendment.

3.3 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VOIP") traffic under the Dispute Resolution provisions of the ICAs or any future interconnection agreement(s) between the Parties through December 31, 2004. The Parties further agree that this Second 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 Second Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

3.4 By entering into this Second Amendment, neither Party waives the right to advocate its views with respect to the use of, and compensation for, tandem switching

and common transport facilities in connection with the carriage of Virtual Foreign Exchange traffic. The Parties further agree that nothing in this Second Amendment shall be construed as an admission with respect to the proper treatment of Virtual Foreign Exchange traffic. The Parties agree that the handling of Virtual Foreign Exchange traffic pursuant to the rates, terms, and conditions specified in this Second Amendment shall not be construed as agreement or acquiescence by either Party as to the proper treatment of such traffic. Notwithstanding the foregoing, the Parties agree that all compensation between the Parties for the exchange of Virtual Foreign Exchange traffic shall be governed by the rates, terms, and conditions called for in Section 5.1 herein during the term of this Second Amendment.

4.0 Network Architecture Requirements:

4.1 CLEC will establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG). Each Party shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI.

(a) In California and Illinois, the Parties agree that this section is satisfied if CLEC (at its sole option) establishes a POI either:

(i) at each access or local tandem in which tandem serving area CLEC has established a working telephone number local to a rate center in that tandem serving area, and each end office where CLEC maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within 15.75 miles of the Vertical and Horizontal coordinate of each rate center where CLEC has established a working telephone number local to that rate center.

(b) In Connecticut, Indiana, Michigan, Nevada, Ohio, and Wisconsin, the Parties agree that this section is satisfied if, CLEC (at its sole option), establishes a POI either:

(i) at each access or local tandem in which tandem serving area CLEC has established a working telephone number local to a rate center in that tandem serving area, and each end office where CLEC maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within each mandatory local calling area where CLEC has established a working telephone number local to a rate center in that calling area.

(c) The Parties agree that the waivers contained in Sections 2.2 and 2.3 with respect to changes in law do not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of

POIs required under this Second Amendment. This provision shall not be interpreted to affect how the Parties agree to exchange, and compensate one another for, Virtual Foreign Exchange traffic (as defined herein) pursuant to Sections 4, 5, and 6 during the term of this Amendment.

(d) CLEC may, at its sole option, establish a POI by obtaining dedicated Special Access services or facilities from SBC ILECs (without the need for CLEC equipment, facilities, or collocation at the SBC ILECs' offices), or services or facilities from a third party, by establishing collocation, by establishing a fiber meet, or by provisioning such services or facilities for itself.

4.2 Where CLEC leases facilities from SBC ILECs to establish a POI, CLEC shall be required to begin paying SBC ILEC for such facilities once the facilities are jointly tested and accepted at a trunk level.

4.3 CLEC agrees to abide by SBC ILECs' trunk engineering/administration guidelines as stated in the ICAs, including the following:

4.3.1 When interconnecting at SBC ILECs' digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks over three consecutive months for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

4.3.3 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to a transition plan to migrate the embedded one-way trunks to two-way trunks via a method described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC ILECs agree to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4.4 Subject to Section 4.6, in order to qualify for receipt of reciprocal compensation in a given tandem serving area as provided in this amendment, CLEC will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking ("DEOT") does not fall below 70% for two consecutive months. Subject to Section 4.6, if CLEC has not established a POI required by Section 4.0, CLEC shall not be entitled to reciprocal compensation for calls from that local calling area.

4.5 For new interconnections, CLEC will achieve the DEOT criteria identified in Section 4.4 no later than six (6) months (or such other period as may be agreed to by the Parties) after the parties first exchange traffic for each new interconnection arrangement.

4.6 Under no circumstances shall CLEC have any liability or otherwise be penalized under this Second Amendment for non-compliance with the applicable POI and DEOT criteria specified herein during the transition period identified in Section 4.5. Furthermore, CLEC will have no liability and will face no penalty for non-compliance with the POI and DEOT criteria specified herein at any time thereafter if such non-compliance results from SBC ILEC's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from SBC ILEC's failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether SBC ILEC's inability or failure to perform is related to a Force Majeure event as that term is described in the underlying ICAs.

4.6.1 Establishing a New POI in an Existing Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where CLEC provides service as of the date of execution of this Second Amendment. CLEC will notify SBC ILEC of CLEC's intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) no later than 90 days prior to the end of the transition period by letter to the SBC ILEC Account Manager and project manager for CLEC. CLEC and SBC ILEC will meet within 10 business days of such notice to plan the transition to any new POI. This notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Section 4.5. Nothing in this paragraph specifically or this Second Amendment generally shall prevent CLEC from ordering, or excuse SBC ILECs from provisioning, trunks with respect to an existing POI for new growth or augments during the time that a new POI is being established.

4.6.2 Establishing a POI in a New Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where CLEC does not provide service as of the date of execution of this Amendment. CLEC will notify its SBC ILEC Account Manager no later than 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 business days of SBC ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI to complete the establishment of the POI as promptly as possible, and in any event, by the LERG effective date for the new NPA-NXX. The POI must be established in the applicable Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) prior to the exchange of live traffic.

4.7 At any time as a result of either Party's own capacity management assessment, the Parties may begin the provisioning process. The intervals used for the provisioning process will be the same as those used for SBC ILECs' Switched Access service.

4.8 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on CLEC's ability to order and receive trunks in any given market.

4.9 In a blocking situation, CLEC may escalate to its SBC ILEC Account Manager in order to request a shorter interval. The SBC ILEC Account Manager will obtain the details of the request and will work directly with the SBC ILEC LSC and network organizations in order to determine if CLEC's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic:

5.1 If CLEC designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by CLEC in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

5.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the Total Compensable Local Traffic.

5.2.1 In determining the Total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

5.2.2 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs.

5.2.3 In determining the Total Compensable Local Traffic, SBC ILECs-transited minutes of use (MOUs) will be excluded from these calculations.

5.2.4 The rates for SBC ILECs-transited MOUs will be governed by the interconnection agreement.

5.3 Subject to applicable confidentiality guidelines, SBC ILECs and CLEC will cooperate to identify toll and transiting traffic; originators of such toll and transiting traffic; and information useful for settlement purposes with such toll and transit traffic originators.

5.3.1 SBC ILECs and CLEC agree to explore additional options for management and accounting of toll and transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.3.2 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

6.0 Rate Structure and Rate Levels:

During the period from June 1, 2004 up through and including December 31, 2004, Total Compensable Local Traffic as defined herein will be exchanged in all states at the rate of \$.0005 per minute of use. This rate shall be payable to the party on whose network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

7.0 Additional Terms and Conditions:

7.1 This Second Amendment contains provisions that have been negotiated as part of an entire Second Amendment and integrated with each other in such a manner that each provision is material to every other provision.

7.2 The Parties agree that each and every rate, term and condition of this Second Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICAs or interconnection agreement. The Parties agree that they would not have agreed to this Second Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

7.3 Except as specifically modified by this Second Amendment with respect to their mutual obligations herein and subject to Section 2.0, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

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

7.5 The terms contained in this Second Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through December 31, 2004, and shall be interpreted solely in accordance with their own terms.

7.6 The headings of certain sections of this Second Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Second Amendment.

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

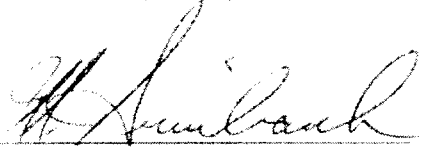
7.8 SBC Telecommunications, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual SBC ILECs.

8.0 Intentionally Omitted.

XO Communications, Inc.
XO Illinois, Inc.
XO Michigan, Inc.
XO California, Inc.
XO Texas, Inc.
XO Missouri, Inc.
XO Ohio, Inc.

Illinois Bell Telephone Company d/b/a SBC
Illinois, Indiana Bell Telephone Company
Incorporated d/b/a SBC Indiana, Michigan Bell
Telephone Company d/b/a SBC Michigan, The
Ohio Bell Telephone Company d/b/a SBC
Ohio, Wisconsin Bell Inc. d/b/a SBC
Wisconsin, Nevada Bell Telephone Company
d/b/a SBC Nevada, Pacific Bell Telephone
Company d/b/a SC California, The Southern
New England Telephone Company, and
Southwestern Bell Telephone, L.P. d/b/a SBC
Missouri, SBC Oklahoma, SBC Texas, SBC
Arkansas, and SBC Kansas by **SBC
Telecommunications, Inc., its authorized
agent**

Signature: 

Signature: 

Name: Lee Weiner
(Print or Type)

Name: Mike Auinbauh

Title: SVP & General Counsel
(Print or Type)

Title: For/Senior Vice President-Industry
Markets & Diversified Businesses

Date: 8-13-04

Date: 8-25-04

AECN/OCN: _____

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN
AND
XO MICHIGAN, INC.**

The Michigan Bell Telephone Company¹ d/b/a SBC Michigan, as the Incumbent Local Exchange Carrier in Michigan (hereafter, "ILEC " or "SBC Michigan") and XO Michigan, Inc. as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Michigan, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Michigan ("Interconnection Agreement"), hereby execute this ISP-Bound Traffic Reciprocal Compensation Amendment (Adopting FCC Interim Terminating Compensation Plan) ("Amendment"). CLEC and Independent are also referred to as a "LEC."

1. Scope of Amendment

- 1.1 On or about June 16, 2003, ILEC made an offer to all telecommunications carriers in the state of Michigan (the "Offer") to exchange traffic on and after July 6, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-Bound Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2. Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic exchanged between the Parties on and after the Effective Date of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to both LEC and ILEC.
 - 2.2.2 The Parties agree to compensate each other for ISP-bound Traffic on a minute of use basis, according to the following rate schedule:

July 6, 2003 and thereafter: .0007 per minute

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Michigan, Illinois, Wisconsin, Indiana, and Ohio. Michigan Bell offers telecommunications services and operates under the names "SBC Michigan" and "SBC Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the State of Michigan. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

2.2.3 Payment of Reciprocal Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Michigan 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 Michigan 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, CLEC and ILEC agree that ISP-bound Traffic exchanged between CLEC 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 Michigan 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 Michigan LATAs.

2.4.2 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC’s ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to

determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, ILEC and ILEC will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

- 4.1 This Amendment will be effective on July 6, 2003 ("Effective Date"), and will apply to all ISP-bound Traffic exchanged between ILEC and CARRIER on and after that date, contingent upon any necessary commission approval of the Amendment.
- 4.2 To the extent that compensation for intercarrier traffic on or after July 6, 2003 was already billed and/or paid prior to the time that the state commission approved this Amendment, the Parties agree to implement any adjustments, reimbursements, or other "true ups" necessary to make the rates and terms set forth in this Amendment effective for all traffic terminated on and after July 6, 2003.
- 4.3 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.5 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.6 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not

limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that SBC Michigan has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Michigan and as of the date of that election by SBC Michigan, the FCC Plan shall apply to this Agreement, as more specifically provided for in this Amendment. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 27 day of December, 2004, by SBC Michigan, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

XO Michigan, Inc.

Michigan Bell Telephone Company d/b/a SBC Michigan by SBC Telecommunications, Inc., its authorized agent

Signature: *Heather B. Gold*

Signature: *Kathy J. Wilkinson*

Name: Heather B. Gold
~~SVP Government Relations~~
XO Communications, Inc.

Name: Kathy J. Wilkinson
(Print or Type)

Title: _____
(Print or Type)

Title: For/ Senior Vice President-
Industry Markets and Diversified Businesses

Date: 12/27/04

Date: 12-27-04

FACILITIES-BASED OCN # _____

ACNA _____

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN
AND
XO COMMUNICATIONS SERVICES, INC.**

This Amendment to the Interconnection Agreement (the "Amendment") is entered into by and between Michigan Bell Telephone Company¹ d/b/a SBC Michigan ("SBC Michigan"), and XO Communications Services, Inc. (f/k/a XO Michigan, Inc. and Allegiance Telecom of Michigan, Inc.), with its principal offices at 11111 Sunset Hills Road, Reston, Virginia 20190 ("XO Communications Services, Inc.").

WHEREAS, SBC Michigan, and XO Michigan, Inc. are parties to an interconnection agreement which may be amended by both parties in writing (the "Agreement");

WHEREAS, XO Telecom, Inc. acquired certain assets of Allegiance Telecom, Inc. including certain assets of Allegiance Telecom of Michigan, Inc. ("Allegiance"), including the interconnection agreement between SBC Michigan and Allegiance;

WHEREAS, the assets acquired from Allegiance were consolidated with those owned by XO Michigan, Inc. and are now being operated under the name of XO Communications Services, Inc.;

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Michigan and XO Communications Services, Inc. hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "XO Michigan, Inc." to "XO Communications Services, Inc."
2. XO Communications Services, Inc. represents that the assets acquired from the company formerly known as Allegiance Telecom of Michigan, Inc. include the ACNA and associated OCNs formerly used by Allegiance.
3. XO Communications Services, Inc. agrees that the interconnection agreement between SBC Michigan and Allegiance shall terminate effective concurrently with the execution of this Amendment.
4. SBC Michigan shall reflect the name change from "XO Michigan, Inc." and from "Allegiance Telecom of Michigan, Inc." to "XO Communications Services, Inc." on all BANs (Billing Account Numbers) for each of the accounts previously billed to XO Michigan, Inc. pursuant to the Agreement and Allegiance pursuant to the interconnection agreement between SBC Michigan and Allegiance ("Name Change"). SBC Michigan shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Michigan's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. This change will allow XO Communications Services, Inc. to continue to order any services under all of the ACNA/OCNs, BANs, and CLLI codes associated with the accounts formerly billed to XO Michigan, Inc. and Allegiance Telecom of Michigan, Inc., provided, however, that XO Communications Services, Inc. is responsible for the ordering of any services under an account using the ACNA/OCNs and CLLI codes formerly associated with that account. Without limiting the foregoing, XO Communications Services, Inc. affirms, represents, and warrants that (a) the ACNA/OCNs for the accounts formerly billed to XO Michigan, Inc. for those accounts and the services and items provided and/or billed thereunder or under the Agreement shall not change from the ACNA/OCNs previously used by XO Michigan, Inc., and (b) the ACNA/OCNs for the accounts formerly billed to Allegiance for those accounts and the services and items provided and/or billed thereunder or under the

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell"), is a wholly-owned subsidiary of Ameritech Corporation and now operates under the name "SBC Michigan" pursuant to an assumed name filing with the State of Michigan. Ameritech Corporation is a wholly owned subsidiary of SBC Communications Inc.

interconnection agreement between SBC Michigan and Allegiance shall not change from the ACNA/OCNs previously used by Allegiance.

5. XO Communications Services, Inc. shall pay an amount of \$40,000.00 for the Name Change as set forth in para. 4. The foregoing amount reflects the aggregate charges for the Name Change on a multistate basis and includes any charges for the State of Michigan.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
8. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al/v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), provided, however, to the extent CLEC has entered into a 13-state reciprocal compensation amendment, nothing in this paragraph is intended or should be construed as modifying or superseding the rates, terms and conditions in the Parties' Further Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from December 31, 2004 through December 31, 2005.
9. This Amendment shall be filed with and become effective upon approval by the Public Service Commission of Michigan ("MPSC").

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

XO Communications Services, Inc.

Michigan Bell Telephone Company d/b/a SBC Michigan by SBC Operations, Inc., its authorized agent

By: *Heather B. Gold*

By: *Mike Auinbauh*

Name: Heather B. Gold
SVP-Government Relations
XO Communications, Inc.

Name: Mike Auinbauh
(Print or Type)

Title: _____
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: 4/29/05

Date: APR 29 2005

ACNA FORMERLY USED BY XO MICHIGAN, INC. TGW

RESALE OCN# FORMERLY USED BY XO MICHIGAN, INC. 2796

FACILITIES-BASED OCN # FORMERLY USED BY XO MICHIGAN, INC. 4125

ACNA FORMERLY USED BY ALLEGIANCE TELECOM OF MICHIGAN, INC. AFY

RESALE OCN# FORMERLY USED BY ALLEGIANCE TELECOM OF MICHIGAN, INC. _____

FACILITIES-BASED OCN # FORMERLY USED BY ALLEGIANCE TELECOM OF MICHIGAN, INC. 4347

**MPSC SEPTEMBER 21, 2004 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This MPSC September 21, 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 Michigan Bell Telephone Company d/b/a SBC Michigan ("SBC Michigan")¹ and XO Communications Services, Inc. (f/k/a XO Michigan, Inc.) ("CLEC").

WHEREAS, SBC Michigan and CLEC are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission ("MPSC" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the MPSC issued an order ("Order") in Case No. U-13531, on September 21, 2004, approving certain cost studies for unbundled network elements ("UNEs") that may be included in the Agreement and requiring SBC Michigan to file a compliance cost study showing the resulting UNE rates in summary form as an illustrative interconnection agreement pricing schedule (the "Compliance Filing");

WHEREAS, SBC Michigan made the Compliance Filing on November 5, 2004;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates and rate structures such as those established by the Order; and

WHEREAS, based on the foregoing, this Amendment incorporates into the Agreement the same rate and rate structure changes as reflected in the illustrative interconnection agreement pricing schedule submitted as part of the Compliance Filing, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended 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.

2. AMENDMENT TO THE AGREEMENT

2.1 The Agreement is hereby amended by referencing and incorporating the following:

- 2.1.1 Solely to conform the Agreement to effectuate certain rate and rate structure changes established by the Commission in the Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
- 2.1.2 The new rates and rate structures in Attachment A shall begin to apply on November 6, 2004. That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.² In the event the MPSC in

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the names "SBC Michigan" and "SBC Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the State of Michigan.

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting CLEC") should adopt,

a subsequent order issued as a result of its review of the Compliance Filing revises the rates and/or rate structures reflected in the Compliance Filing, thereby resulting in new rates and/or rate structures under Attachment A hereto, this Amendment with a revised Attachment A conforming to such subsequent order ("Revised Amendment") shall be promptly filed with the Commission for immediate approval, upon which the Revised Amendment shall replace this Amendment, including without limitation that such rates and rate structures in the revised Attachment A shall apply as if such rates and rate structures went into effect on November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate).²

- 2.2 This Amendment is provided as a means by which SBC Michigan and CLEC, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the MPSC's Order. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Michigan's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.
- 2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the MPSC under Section 252(e) of the Act or, absent such MPSC 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 2.1.2 of this Amendment.

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 This Amendment is the result of the MPSC's Order and solely addresses rates and rate structures. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this 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.

directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Michigan and the Adopting CLEC, following the date the MPSC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

6. RESERVATIONS OF RIGHTS


- 6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), provided, however, to the extent CLEC has entered into a 13-state reciprocal compensation amendment, nothing in this paragraph is intended or should be construed as modifying or superseding the rates, terms and conditions in the Parties' Further Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from December 31, 2004 through December 31, 2005.
- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Michigan or CLEC from taking any position with respect to the Order or any other MPSC 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 MPSC 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.
- 6.3 Notwithstanding this Amendment and without limiting Sections 6.1 or 6.2, SBC Michigan (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 MPSC order (including the Michigan-specific requirements regarding wholesale subject matters addressed therein). SBC Michigan (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.

7. MISCELLANEOUS

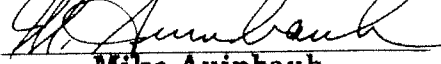
- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

XO Communications Services, Inc.

By: 
Printed: Heather B. Gold
Title: SVP-Government Relations
Title: XO Communications, Inc.
Date: 4/26/05

Michigan Bell Telephone Company d/b/a SBC
Michigan by SBC Operations, Inc. its authorized agent

By: 
Printed: Mike Auinbauh
Title: AVP-Local Interconnection Marketing
Date: 4-29-05

FACILITIES-BASED OCN # _____

ACNA _____

**SBC MICHIGAN RATES PER ORDER
IN CASE NO. U-13531**

**ATTACHMENT A –
EXHIBIT A PRICE SCHEDULE
EFFECTIVE NOVEMBER 6, 2004**

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
Unbundled Loops			
2W Analog Basic - Access Area A	\$ 9.13		
2W Analog Basic - Access Area B	\$ 10.77		
2W Analog Basic - Access Area C	\$ 14.20		
2W Analog PBX Grd Start - Access Area A	\$ 9.26		
2W Analog PBX Grd Start - Access Area B	\$ 11.05		
2W Analog PBX Grd Start - Access Area C	\$ 14.47		
2W Analog COPTS Coin - Access Area A	\$ 9.45		
2W Analog COPTS Coin - Access Area B	\$ 11.32		
2W Analog COPTS Coin - Access Area C	\$ 14.72		
2W Analog EKL - Access Area A	\$ 10.35		
2W Analog EKL - Access Area B	\$ 12.57		
2W Analog EKL - Access Area C	\$ 15.88		
4W Analog - Access Area A	\$ 21.83		
4W Analog - Access Area B	\$ 26.66		
4W Analog - Access Area C	\$ 33.16		
DIGITAL			
2W Digital ISDN-BRI - Access Area A	\$ 12.66		
2W Digital ISDN-BRI - Access Area B	\$ 16.22		
2W Digital ISDN-BRI - Access Area C	\$ 19.93		
4W Digital - Access Area A	\$ 40.65		
4W Digital - Access Area B	\$ 44.01		
4W Digital - Access Area C	\$ 51.71		
DS3 Loop - Access Area A	\$ 321.94		
DS3 Loop - Access Area B	\$ 379.38		
DS3 Loop - Access Area C	\$ 479.37		
xDSL Capable loops			
PSD 1-5 and 7			
2W ADSL/HDSL Compatible - Access Area A	\$ 9.51		
2W ADSL/HDSL Compatible - Access Area B	\$ 11.42		
2W ADSL/HDSL Compatible - Access Area C	\$ 17.02		
PSD 3			
4W HDSL Compatible - Access Area A	\$ 17.51		
4W HDSL Compatible - Access Area B	\$ 20.96		
4W HDSL Compatible - Access Area C	\$ 32.35		
IDSL-Loops			
IDSL Loop Access Area A - Metro	\$ 12.66		
IDSL Loop Access Area B - Suburban	\$ 16.22		
IDSL Loop Access Area C - Rural	\$ 19.93		
High Frequency Portion of the Loop			
HFPL Loop - Access Area A	\$ 4.75		
HFPL Loop - Access Area B	\$ 5.71		
HFPL Loop - Access Area C	\$ 8.51		
OSS Modification	\$ -		
Cross Connect Configuration - Company Owned	\$ 0.45	\$ 11.46	\$ 11.46
Cross Connect Configuration - CLEC Owned		\$ 11.46	\$ 11.46
Cross Connect Configuration - CLEC Owned - Non-Integrated	\$ 0.45		
Company-Owned Splitter - Line at a time	\$ 1.33		
Company-Owned Splitter - Shelf at a time			
HFPL Service Order Charges			
Installation		\$ 3.62	\$ 1.77
Subsequent		\$ 3.46	\$ -
Record Order		\$ 2.13	\$ -
Loop NRC			
Service Ordering Charge - Analog Loops - Initial - Per Occasion		\$ 3.62	\$ 1.77
Service Ordering Charge - Analog Loops - Subsequent - Per Occasion		\$ 3.46	
Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion		\$ 2.13	
Service Ordering -(DS0) - Administrative Charge		\$ -	\$ -
Service Provisioning (DS0)		\$ -	\$ -
Service Ordering -(DS1) - Administrative Charge		\$ 3.54	\$ 2.13
Service Provisioning (DS1) (both UNE-L and new UNE-P)		\$ 63.95	\$ 41.42
Service Ordering -(DS3) - Administrative Charge		\$ 3.54	\$ 2.13
Service Provisioning (DS3) (both UNE-L and new UNE-P)		\$ 91.29	\$ 31.48
Line Connection Charge - Analog Loop - Per Termination (both UNE-L and new UNE-P)		\$ 20.43	\$ 6.71
Service Coordination Fee - Per carrier bill, per central office	\$ 5.39		

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
<u>Cancellation OR Change Service Charge, PER LAST CRITICAL DATE REACHED</u>			
<u>ANALOG LOOPS</u>			
Service Order Portion to be applied to each critical date below		\$ 0.36	\$ -
Design Layout report date		\$ -	\$ -
Records Issue Date		\$ -	\$ -
Designed, Verified and Assigned Date		\$ 7.76	\$ -
Plant Test Date		\$ 52.27	\$ -
<u>DS0</u>			
<u>DIGITAL LOOPS</u>			
Service Order Portion to be applied to each critical date below		\$ 0.36	\$ -
Design Layout report date		\$ -	\$ -
Records Issue Date		\$ -	\$ -
Designed, Verified and Assigned Date		\$ -	\$ -
Plant Test Date		\$ -	\$ -
<u>DS1</u>			
Service Order Portion to be applied to each critical date below		\$ 2.38	\$ -
Design Layout report date		\$ 15.04	\$ -
Records Issue Date		\$ 15.04	\$ -
Designed, Verified and Assigned Date		\$ 45.33	\$ -
Plant Test Date		\$ 65.75	\$ -
<u>DS3</u>			
Service Order Portion to be applied to each critical date below		\$ 2.38	\$ -
Design Layout report date		\$ 16.05	\$ -
Records Issue Date		\$ 16.05	\$ -
Designed, Verified and Assigned Date		\$ 43.27	\$ -
Plant Test Date		\$ 66.14	\$ -
<u>Due Date Change Charge, PER ORDER PER OCCASION</u>			
Analog Loop		\$ 3.62	\$ -
Digital DS0		\$ 0.26	\$ -
Digital DS1		\$ 0.55	\$ -
Digital DS3		\$ 0.55	\$ -
<u>Subloops</u>			
MDF to ECS subloop charge 2-Wire Analog Area A (Metro)	\$ 6.98		
MDF to ECS subloop charge 2-Wire Analog Area B (Suburban)	\$ 6.85		
MDF to ECS subloop charge 2-Wire Analog Area C (Rural)	\$ 7.54		
MDF to SAI subloop charge 2-Wire Analog Area A (Metro)	\$ 5.06		
MDF to SAI subloop charge 2-Wire Analog Area B (Suburban)	\$ 5.86		
MDF to SAI subloop charge 2-Wire Analog Area C (Rural)	\$ 6.08		
MDF to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 7.46		
MDF to Terminal subloop charge 2-Wire Analog Area B (Suburban)	\$ 8.96		
MDF to Terminal subloop charge 2-Wire Analog Area C (Rural)	\$ 12.16		
ECS to SAI subloop charge 2-Wire Analog Area A (Metro)	\$ 1.10		
ECS to SAI subloop charge 2-Wire Analog Area B (Suburban)	\$ 1.04		
ECS to SAI subloop charge 2-Wire Analog Area C (Rural)	\$ 1.10		
ECS to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 3.50		
ECS to Terminal subloop charge 2-Wire Analog Area B (Suburban)	\$ 4.14		
ECS to Terminal subloop charge 2-Wire Analog Area C (Rural)	\$ 7.17		
ECS to NID subloop charge 2-Wire Analog Area A (Metro)	\$ 5.17		
ECS to NID subloop charge 2-Wire Analog Area B (Suburban)	\$ 5.95		
ECS to NID subloop charge 2-Wire Analog Area C (Rural)	\$ 9.21		
SAI to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 2.90		
SAI to Terminal subloop charge 2-Wire Analog Area B (Suburban)	\$ 3.55		
SAI to Terminal subloop charge 2-Wire Analog Area C (Rural)	\$ 6.55		
SAI to NID subloop charge 2-Wire Analog Area A (Metro)	\$ 4.57		
SAI to NID subloop charge 2-Wire Analog Area B (Suburban)	\$ 5.35		
SAI to NID subloop charge 2-Wire Analog Area C (Rural)	\$ 8.59		
Terminal to NID subloop charge 2-Wire Analog Area A (Metro)	\$ 2.13		
Terminal to NID subloop charge 2-Wire Analog Area B (Suburban)	\$ 2.28		
Terminal to NID subloop charge 2-Wire Analog Area C (Rural)	\$ 2.56		
MDF to ECS subloop charge 4-Wire Analog Area A (Metro)	\$ 28.02		
MDF to ECS subloop charge 4-Wire Analog Area B (Suburban)	\$ 26.45		
MDF to ECS subloop charge 4-Wire Analog Area C (Rural)	\$ 27.69		
MDF to SAI subloop charge 4-Wire Analog Area A (Metro)	\$ 15.96		
MDF to SAI subloop charge 4-Wire Analog Area B (Suburban)	\$ 19.54		
MDF to SAI subloop charge 4-Wire Analog Area C (Rural)	\$ 19.80		
MDF to Terminal subloop charge 4-Wire Analog Area A (Metro)	\$ 20.18		
MDF to Terminal subloop charge 4-Wire Analog Area B (Suburban)	\$ 25.04		
MDF to Terminal subloop charge 4-Wire Analog Area C (Rural)	\$ 31.08		

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
ECS to SAI subloop charge 4-Wire Analog Area A (Metro)	\$ 2.11		
ECS to SAI subloop charge 4-Wire Analog Area B (Suburban)	\$ 2.00		
ECS to SAI subloop charge 4-Wire Analog Area C (Rural)	\$ 2.11		
ECS to Terminal subloop charge 4-Wire Analog Area A (Metro)	\$ 6.33		
ECS to Terminal subloop charge 4-Wire Analog Area B (Suburban)	\$ 7.50		
ECS to Terminal subloop charge 4-Wire Analog Area C (Rural)	\$ 13.39		
ECS to NID subloop charge 4-Wire Analog Area A (Metro)	\$ 7.97		
ECS to NID subloop charge 4-Wire Analog Area B (Suburban)	\$ 9.12		
ECS to NID subloop charge 4-Wire Analog Area C (Rural)	\$ 15.47		
SAI to Terminal subloop charge 4-Wire Analog Area A (Metro)	\$ 5.17		
SAI to Terminal subloop charge 4-Wire Analog Area B (Suburban)	\$ 6.36		
SAI to Terminal subloop charge 4-Wire Analog Area C (Rural)	\$ 12.19		
SAI to NID subloop charge 4-Wire Analog Area A (Metro)	\$ 6.81		
SAI to NID subloop charge 4-Wire Analog Area B (Suburban)	\$ 7.98		
SAI to NID subloop charge 4-Wire Analog Area C (Rural)	\$ 14.27		
Terminal to NID subloop charge 4-Wire Analog Area A (Metro)	\$ 2.13		
Terminal to NID subloop charge 4-Wire Analog Area B (Suburban)	\$ 2.07		
Terminal to NID subloop charge 4-Wire Analog Area C (Rural)	\$ 2.69		
MDF to ECS subloop charge 2-Wire DSL Area A (Metro)	\$ 5.04		
MDF to ECS subloop charge 2-Wire DSL Area B (Suburban)	\$ 5.81		
MDF to ECS subloop charge 2-Wire DSL Area C (Rural)	\$ 9.37		
MDF to SAI subloop charge 2-Wire DSL Area A (Metro)	\$ 5.30		
MDF to SAI subloop charge 2-Wire DSL Area B (Suburban)	\$ 6.34		
MDF to SAI subloop charge 2-Wire DSL Area C (Rural)	\$ 9.11		
MDF to Terminal subloop charge 2-Wire DSL Area A (Metro)	\$ 7.78		
MDF to Terminal subloop charge 2-Wire DSL Area B (Suburban)	\$ 9.55		
MDF to Terminal subloop charge 2-Wire DSL Area C (Rural)	\$ 15.03		
ECS to SAI subloop charge 2-Wire DSL Area A (Metro)	\$ 1.07		
ECS to SAI subloop charge 2-Wire DSL Area B (Suburban)	\$ 0.99		
ECS to SAI subloop charge 2-Wire DSL Area C (Rural)	\$ 1.04		
ECS to Terminal subloop charge 2-Wire DSL Area A (Metro)	\$ 3.55		
ECS to Terminal subloop charge 2-Wire DSL Area B (Suburban)	\$ 4.21		
ECS to Terminal subloop charge 2-Wire DSL Area C (Rural)	\$ 6.96		
ECS to NID subloop charge 2-Wire DSL Area A (Metro)	\$ 5.27		
ECS to NID subloop charge 2-Wire DSL Area B (Suburban)	\$ 6.07		
ECS to NID subloop charge 2-Wire DSL Area C (Rural)	\$ 8.95		
SAI to Terminal subloop charge 2-Wire DSL Area A (Metro)	\$ 2.95		
SAI to Terminal subloop charge 2-Wire DSL Area B (Suburban)	\$ 3.61		
SAI to Terminal subloop charge 2-Wire DSL Area C (Rural)	\$ 6.34		
SAI to NID subloop charge 2-Wire DSL Area A (Metro)	\$ 4.67		
SAI to NID subloop charge 2-Wire DSL Area B (Suburban)	\$ 5.48		
SAI to NID subloop charge 2-Wire DSL Area C (Rural)	\$ 8.33		
Terminal to NID subloop charge 2-Wire DSL Area A (Metro)	\$ 2.20		
Terminal to NID subloop charge 2-Wire DSL Area B (Suburban)	\$ 2.36		
Terminal to NID subloop charge 2-Wire DSL Area C (Rural)	\$ 2.50		
Sub-Loops (continued)			
MDF to ECS subloop charge 4-Wire DSL Area A (Metro)	\$ 10.09		
MDF to ECS subloop charge 4-Wire DSL Area B (Suburban)	\$ 11.63		
MDF to ECS subloop charge 4-Wire DSL Area C (Rural)	\$ 18.74		
MDF to SAI subloop charge 4-Wire DSL Area A (Metro)	\$ 10.98		
MDF to SAI subloop charge 4-Wire DSL Area B (Suburban)	\$ 13.06		
MDF to SAI subloop charge 4-Wire DSL Area C (Rural)	\$ 18.55		
MDF to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 15.68		
MDF to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 19.16		
MDF to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 30.19		
ECS to SAI subloop charge 4-Wire DSL Area A (Metro)	\$ 2.12		
ECS to SAI subloop charge 4-Wire DSL Area B (Suburban)	\$ 1.96		
ECS to SAI subloop charge 4-Wire DSL Area C (Rural)	\$ 2.05		
ECS to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 6.82		
ECS to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 8.06		
ECS to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 13.69		
ECS to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 8.65		
ECS to NID subloop charge 4-Wire DSL Area B (Suburban)	\$ 9.86		
ECS to NID subloop charge 4-Wire DSL Area C (Rural)	\$ 15.84		
SAI to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 5.66		
SAI to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 6.92		
SAI to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 12.49		
SAI to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 7.49		
SAI to NID subloop charge 4-Wire DSL Area B (Suburban)	\$ 8.72		
SAI to NID subloop charge 4-Wire DSL Area C (Rural)	\$ 14.64		
Terminal to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 2.37		

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	
		Connect	Disconnect
Terminal to NID subloop charge 4-Wire DSL Area B (Suburban)	\$ 2.29		
Terminal to NID subloop charge 4-Wire DSL Area C (Rural)	\$ 2.78		
MDF to ECS Subloop Charge 2-Wire ISDN Area A (Metro)	\$ 16.21		
MDF to ECS Subloop Charge 2-Wire ISDN Area B (Suburban)	\$ 16.32		
MDF to ECS Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 18.10		
MDF to SAI subloop charge 2-Wire ISDN Area A (Metro)	\$ 8.86		
MDF to SAI Subloop Charge 2-Wire ISDN Area B (Suburban)	\$ 11.65		
MDF to SAI Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 12.45		
MDF to Terminal subloop charge 2-Wire ISDN Area A (Metro)	\$ 11.10		
MDF to Terminal Subloop Charge 2-Wire ISDN Area B (Suburban)	\$ 14.54		
MDF to Terminal Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 18.05		
MDF to RT Subloop Charge 4-Wire DS1 Area A (Metro)	\$ 63.61		
MDF to RT Subloop Charge 4-Wire DS1 Area B (Suburban)	\$ 65.75		
MDF to RT Subloop Charge 4-Wire DS1 Area C (Rural)	\$ 69.25		
MDF to RT Subloop Charge-DS3 Area A (Metro)	\$ 320.21		
MDF to RT Subloop Charge-DS3 Area B (Suburban)	\$ 374.10		
MDF to RT Subloop Charge-DS3 Area C (Rural)	\$ 467.37		
Sub-Loop Non-Recurring Charges			
Service Order Charge			
Establish, per occasion		\$ 3.62	\$ 2.13
Add or change, per occasion		\$ 3.54	\$ -
Provisioning			
2-wire Analog		\$ 20.20	\$ 6.71
4-wire Analog		\$ 20.20	\$ 6.71
2-wire DSL		\$ 20.20	\$ 6.71
4-wire DSL		\$ 20.20	\$ 6.71
2-wire ISDN		\$ 20.20	\$ 6.71
2-wire DS1		\$ 146.76	\$ 52.02
DS3		\$ 162.48	\$ 64.68
Loop Qualification			
Manual Loop Qualification		\$ -	\$ -
Mechanized Loop Qualification		\$ -	\$ -
Loop Conditioning - For Loop Facilities			
For Loop Facilities > 12 kft and < 17.5 kft			
- Remove Load Coils		\$ -	\$ -
- Remove Bridged Taps		\$ -	\$ -
- Restore Bridged Taps		\$ -	\$ -
- Remove Repeater		\$ -	\$ -
- Remove Load Coils & Bridged Taps		\$ -	\$ -
- Restore Load Coils & Bridged Taps		\$ -	\$ -
- Remove Bridged Taps & Repeater		\$ -	\$ -
- Restore Bridged Taps & Repeater		\$ -	\$ -
For Loop Facilities > 17.5 kft			
- Remove Load Coil		\$ -	\$ -
- Remove Bridged Tap		\$ -	\$ -
- Restore Bridged Tap		\$ -	\$ -
- Remove Repeater		\$ -	\$ -
- Remove Load Coil & Bridged Tap		\$ -	\$ -
- Restore Load Coil & Bridged Tap		\$ -	\$ -
- Remove Bridged Tap & Repeater		\$ -	\$ -
- Restore Bridged Tap & Repeater		\$ -	\$ -
Subloop Conditioning - For subloop Facilities			
For subloop Facilities > 12 kft and < 17.5 kft			
- Remove Load Coils		\$ -	\$ -
- Remove Bridged Taps		\$ -	\$ -
- Restore Bridged Taps		\$ -	\$ -
- Remove Repeater		\$ -	\$ -
- Remove Load Coils & Bridged Taps		\$ -	\$ -
- Restore Load Coils & Bridged Taps		\$ -	\$ -
- Remove Bridged Taps & Repeater		\$ -	\$ -
- Restore Bridged Taps & Repeater		\$ -	\$ -
For subloop Facilities > 17.5 kft			
- Remove Load Coil		\$ -	\$ -
- Remove Bridged Tap		\$ -	\$ -
- Restore Bridged Tap		\$ -	\$ -
- Remove Repeater		\$ -	\$ -
- Remove Load Coil & Bridged Tap		\$ -	\$ -

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
- Restore Load Coil & Bridged Tap		\$ -	
- Remove Bridged Tap & Repeater		\$ -	
- Restore Bridged Tap & Repeater		\$ -	
Unbundled Local Switching (ULS) (Stand-Alone)			
ULS Switch Usage (over 1,622 MOU), per MOU or fraction thereof	\$ 0.000017		
Unbundled Local Switching (Stand Alone)			
Basic Line Port	\$ 3.46	\$ 13.63	\$ 7.60
Ground Start Line Port	\$ 3.46	\$ 13.63	\$ 7.60
ISDN-Direct Port	\$ 6.66	\$ 46.68	\$ 24.97
per Telephone Number	\$ -		
DID Trunk Port	\$ 16.92	\$ 39.03	\$ 22.44
per Telephone Number	\$ -		
DID Trunk Port-add/rearrange each termination	\$ -	\$ 16.08	\$ -
ISDN Prime Trunk Port	\$ 127.87	\$ 79.61	\$ 42.52
per Telephone Number	\$ -		
ISDN Prime Trunk Port-add/rearrange channels	\$ -	\$ 16.08	\$ -
Digital Trunking Trunk Port (DS1)	\$ 92.02	\$ 57.33	\$ 24.97
Unbundled Local Switching (ULS) Trunk Port	\$ 92.02	\$ 106.37	\$ 84.41
Centrex Basic Line Port	\$ 3.46	\$ 13.63	\$ 7.60
Centrex ISDN Line Port	\$ 6.66	\$ 46.68	\$ 24.97
Centrex EKL Line Port	\$ 4.85	\$ 46.68	\$ 24.97
Centrex Attendant Console Line Port	\$ 7.98	\$ 46.68	\$ 24.97
Conversion Charge, per Order (change from one type of line-port to another)		\$ 0.15	\$ -
Provisioning of message detail per record	\$ 0.000383		
Port Feature Add / Change Translation Charge			
Initial (1st) feature per port, per order:			
Basic		\$ 0.10	\$ 0.10
Ground Start / PBX		\$ 0.08	\$ 0.08
ISDN Direct		\$ 0.14	\$ 0.14
DID Trunk		\$ -	\$ -
ISDN Prime		\$ 13.07	\$ 12.68
Digital Trunking		\$ 8.25	\$ 8.25
ULS Trunk		\$ 8.25	\$ 8.25
Cancellation or Change (Provisioning) Charge per last critical date reached			
BASIC LINE PORT			
Service Order Portion to be applied to each critical date below		\$ 0.26	
Design Layout Report Date		\$ -	
Records Issue Date		\$ -	
Designed, Verified and Assigned Date		\$ 17.09	
Plant Test Date		\$ 17.09	
Complex Line Port			
Service Order Portion to be applied to each critical date below		\$ 3.38	
Design Layout Report Date		\$ -	
Records Issue Date		\$ -	
Designed, Verified and Assigned Date		\$ 6.30	
Plant Test Date		\$ 20.29	
Cancellation or Change (Provisioning) Charge per last critical date reached			
(continued)			
DS1 Trunk Port			
Service Order Portion to be applied to each critical date below		\$ 3.38	
Design Layout Report Date		\$ -	
Records Issue Date		\$ -	
Designed, Verified and Assigned Date		\$ 13.74	
Plant Test Date		\$ 179.75	
New Line Class Code			
Translations: writing, accepting, and testing		\$ 246.09	
Plant Test Date		\$ 259.04	
New Network Routing			
Translations: writing, accepting, and testing		\$ 28.06	
Plant Test Date		\$ 28.06	
Due date change charge per order per occasion			
Basic Line Port		\$ 3.46	
Trunk Port		\$ 0.76	
Complex Line Port		\$ 0.76	

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
Unbundled Tandem Switch Trunk Port (DS1)			
Initial Charge (per DS1)		\$ 120.08	\$ 21.97
DS1 Tandem Trunk Port Change - per port		\$ 16.08	
Service Charge per order		\$ 52.70	\$ 1.75
Cancellation or Change Service Charge per last critical date reached			
DS1 Tandem Trunk Port			
Service Order Portion to be applied to each critical date below		\$ 2.06	
Design Layout Report Date		\$ -	
Records Issue Date		\$ -	
Designed, Verified and Assigned Date		\$ -	
Plant Test Date		\$ 43.59	
Tandem Trunk Port Due Date Change Charge, per order per occasion		\$ 0.57	
ULS-ST Usage rates PER MOU			
ULS Switch Usage per MOU (for ULS-ST)	\$ -		
ULS-ST Blended Transport Usage	\$ 0.001321		
ULS-ST Common Transport Usage	\$ 0.000831		
ULS-ST Tandem Switching Usage	\$ 0.000198		
ULS-ST Reciprocal Compensation - Setup	\$ -		
ULS-ST Reciprocal Compensation - MOU	\$ -		
ULS-ST SS7 Signalling Transport	\$ 0.000969		
Stand-Alone ULS and ULS-ST Service Coordination Fee - Per carrier bill, per switch	\$ 5.39		
Unbundled Tandem Switch Trunk Port (DS1)			
Usage (without tandem trunk ports) per mou	\$ 0.000238		
Cross-Connects			
2-Wire	\$ 0.13		
4-Wire	\$ 0.27		
6-Wire	\$ 0.40		
8-Wire	\$ 0.54		
DS1	\$ 16.46		
DS3	N/A		
OC-3	\$ 1.05		
OC-12	\$ 1.05		
OC-48	\$ 1.05		
Centrex System Charges			
Centrex Common Block Establishment, each		\$ 91.75	\$ 71.17
Centrex System Features Change or Rearrangement, per feature, per occasion		\$ 72.98	\$ -
Centrex System Feature Activation, per feature, per occasion		\$ 42.12	\$ 74.11
Service Ordering Charges			
Service Ordering - Initial - Basic Port		\$ 3.46	\$ 1.77
Service Ordering - Initial - Complex Port		\$ 34.49	\$ 8.60
Service Ordering - Initial - ULS Trunk Port		\$ 73.38	\$ 1.75
Service Ordering - Record Order - Basic Port		\$ 2.13	\$ -
Service Ordering - Record Order - Complex Port		\$ 2.13	\$ -
Service Ordering - Record Order - ULS Trunk Port		\$ 2.13	\$ -
Service Ordering - Subsequent - Basic Port		\$ 3.65	\$ -
Service Ordering - Subsequent - Complex Port		\$ 5.04	\$ -
Service Ordering - Subsequent - ULS Trunk Port		\$ 5.04	\$ -
ULS Billing Establishment, per carrier (6/7/2002 replaces rate element ULS Billing Est., per carrier, per switch)		\$ 2,263.71	
Custom Routing			
Custom Routing, via LCC - New LCC, per LCC, per switch		\$ 259.04	\$ -
Custom Routing, via LCC - New Network Routing, per route, per switch		\$ 28.09	\$ 27.58
Custom Routing, via AIN, of OS / DA per route, per switch		\$ 28.09	\$ 28.09
UNE - P Service Order NRC Charge			
POTS Electronic		\$ 0.40	\$ 0.18
POTS Manual		\$ 23.16	\$ 11.37
Non-POTS Electronic		\$ 39.30	\$ 1.39
Non-POTS Manual		\$ 42.98	\$ 15.14
New UNE-P Port Connection/Disconnection			
Basic Line Port		\$ 0.14	\$ 0.14
Ground Start Line Port		\$ 0.14	\$ 0.14
ISDN-Direct Port		\$ 7.57	\$ 7.57
DID Trunk Port		\$ 17.95	\$ 13.12

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
ISDN Prime Trunk Port		\$ 65.52	\$ 35.02
Digital Trunking Trunk Port		\$ 43.56	\$ 14.36
ULS Trunk Port		\$ 43.56	\$ 14.36
Centrex Basic Line Port		\$ 0.14	\$ 0.14
Centrex ISDN Line Port		\$ 7.57	\$ 7.57
Centrex EKL Line Port		\$ 3.92	\$ 3.92
Centrex Attendant Console Line Port		\$ 0.41	\$ 0.41
Unbundled Directory Assistance			
Information Call Completion	\$ 0.004099		
Directory Assistance / per occurrence	\$ 0.248852		
Branding Cost per call	\$ 0.003090		
Branding, per switch, initial load (same branding announcement)		\$ 1,098.67	
Branding, per switch, subsequent load (same branding announcement)		\$ 143.75	
Unbundled Operator Services			
Manual Call Assistance (NO LIDB VALIDATION) PER OCCURANCE	\$ 0.276712		
Manual Call Assistance (LIDB VALIDATION) PER OCCURANCE	\$ 0.277175		
Automated Call Assistance per Occurrence	\$ 0.017312		
Busy Line Verification	\$ 0.641135		
Busy Line Verification Interrupt	\$ 0.734555		
Branding Cost per call	\$ 0.003090		
Branding, per switch, initial load (same branding announcement)		\$ 1,098.67	
Branding, per switch, subsequent load (same branding announcement)		\$ 143.75	
Directory Listing Services			
Initial Load per listing	\$ 0.010794		
Update per listing	\$ 0.010794		
Update per month	\$ 919.70		
Distribute tape to customer per customer - Monthly	\$ 77.00		
Set up per customer		\$ 495.08	
Access to SS7			
Signal Transfer Point, per port	\$ 251.91	\$ 957.41	\$ 154.13
Signal Switching, per ISUP message PER IAM	\$ 0.000077		
Signal Switching, per TCAP message	\$ 0.000060		
Signal Transport, per ISUP message PER IAM	\$ 0.000055		
Signal Transport, per TCAP message	\$ 0.000037		
Signal Formulation, per ISUP message PER IAM	\$ 0.000245		
Signal Formulation, per TCAP message	\$ 0.000126		
Signal Tandem Switching, per ISUP message	\$ 0.000132		
Originating Point Code, per service added or changed		\$ 190.81	\$ 125.53
Global Title Address Translation, per service added or changed		\$ 130.04	\$ 126.95
SS7 Links - Service Order Charge, per Request		\$ 11.37	\$ 4.85
Access to 800 Database			
<u>Database Query Using Ameritech Provided Facilities</u>			
800DB Call-Routing Query	\$ 0.000956		
800DB Routing Options Query	\$ 0.000039		
<u>Local STP Database Query Utilizing Carrier Provided</u>			
Facilities between the Carrier's Switch and Ameritech's STP and Ameritech Provided			
<u>Facilities between Ameritech's STP and Ameritech's Regional STP</u>			
800DB Carrier-ID-Only Query	\$ 0.000870		
800DB Routing Options Query	\$ 0.000039		
<u>Regional STP Database Query Utilizing Carrier Provided Facilities</u>			
800DB Carrier-ID-Only Query	\$ 0.000994		
800DB Routing Options Query	\$ 0.000039		
Access to LIDB Database			
LIDB Query at local STP			
LIDB Validation Query	\$ 0.005955		
LIDB Transport Query	\$ 0.000090		
LIDB Query at regional STP			
LIDB Validation Query	\$ 0.005955		
LIDB Transport Query	\$ 0.000002		
Service Order -		\$ 28.66	\$ -
Service Establishment (reference Point Code Activation in SS7 Section)		\$ -	\$ -
CNAM Database			
CNAM Database Query	\$ 0.008476		

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
Unbundled Transport			
DS1 UDT Rates			
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 1	\$ 32.36		
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 2	\$ 31.44		
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 3	\$ 29.05		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 1	\$ 12.39		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 2	\$ 12.28		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 3	\$ 13.17		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - InterZone	\$ 13.36		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 1	\$ 0.69		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 2	\$ 0.77		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 3	\$ 0.50		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - InterZone	\$ 0.20		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 1	\$ 280.24		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 2	\$ 280.24		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 3	\$ 280.24		
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 1		\$ 75.28	\$ -
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 2		\$ 75.28	\$ -
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 3		\$ 75.28	\$ -
DS1 EF NRC Zone 1		\$ 160.97	\$ 62.69
DS1 EF NRC zone 2		\$ 160.97	\$ 62.69
DS1 EF NRC zone 3		\$ 160.97	\$ 62.69
DS1 IOF NRC Zone 1		\$ 57.80	\$ 22.70
DS1 IOF NRC zone 2		\$ 57.80	\$ 22.70
DS1 IOF NRC zone 3		\$ 57.80	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
Cancellation or Change Service Charge, per last critical date reached.			
DS1			
Service Order Portion to be applied to each critical date below		\$ 2.07	
Design Layout Report Date		\$ 21.09	
Records Issue Date		\$ 21.09	
Designed, Verified and Assigned Date		\$ 31.63	
Plant Test Date		\$ 59.16	
Due date Change Charge, per order or occasion			
DS1		\$ 0.43	
DS3		\$ 0.43	
OC-3, OC-12, OC-48		\$ 0.43	
DS3 UDT Rates			
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 1	\$ 201.73		
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 2	\$ 255.60		
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 3	\$ 263.92		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 1	\$ 129.82		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 2	\$ 114.98		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 3	\$ 110.02		
DS3 Interoffice Mileage Termination - Per Point of Termination - InterZone	\$ 121.50		
DS3 Interoffice Mileage - Per Mile - Zone 1	\$ 6.20		
DS3 Interoffice Mileage - Per Mile - Zone 2	\$ 3.84		
DS3 Interoffice Mileage - Per Mile - Zone 3	\$ 9.52		
DS3 Interoffice Mileage - Per Mile - InterZone	\$ 3.73		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 1	\$ 414.55		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 2	\$ 414.55		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 3	\$ 414.55		
DS3 EF NRC Zone 1		\$ 160.49	\$ 62.69
DS3 EF NRC zone 2		\$ 160.49	\$ 62.69
DS3 EF NRC zone 3		\$ 160.49	\$ 62.69
DS3 IOF NRC Zone 1		\$ 74.59	\$ 22.70
DS3 IOF NRC zone 2		\$ 74.59	\$ 22.70
DS3 IOF NRC zone 3		\$ 74.59	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
Cancellation or Change Service Charge, per last critical date reached.			
DS3			
Service Order Portion to be applied to each critical date below		\$ 2.07	
Design Layout Report Date		\$ 20.38	
Records Issue Date		\$ 20.97	
Designed, Verified and Assigned Date		\$ 53.61	
Plant Test Date		\$ 76.53	
OC-3 UDT Rates			
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 1	\$ 481.27		
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 2	\$ 490.62		

	SBC MI	SBC Michigan	
		Recurring	Non-Recurring
		Connect	
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 3	\$ 548.51		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 1	\$ 459.83		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 2	\$ 383.08		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 3	\$ 336.49		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination InterZone	\$ 418.90		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 1	\$ 18.42		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 2	\$ 10.82		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 3	\$ 15.13		
Interoffice Mileage - 155.52 Mbps - Per Mile InterZone	\$ 9.00		
OC-3 Add/Drop Multiplexing, per arrangement All Zones	\$ 300.68		
Add/Drop Function - Per DS3 Add or Drop All Zones	\$ 24.04		
Add/Drop Function - Per DS1 Add or Drop All Zones	\$ 3.84		
1+1 Protection, Per OC-3 Entrance Facility Zone 1	\$ 47.46		
1+1 Protection, Per OC-3 Entrance Facility Zone 2	\$ 47.23		
1+1 Protection, Per OC-3 Entrance Facility Zone 3	\$ 47.23		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 1	\$ 47.46		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 2	\$ 47.23		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 3	\$ 47.23		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 1	\$ 1.05		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 2	\$ 1.05		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 3	\$ 1.05		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 1	\$ 479.76		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 2	\$ 486.84		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 3	\$ 537.46		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	\$ 0.49		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	\$ 0.97		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	\$ 2.44		
OC3 EF NRC Zone 1		\$ 171.82	\$ 62.69
OC3 EF NRC zone 2		\$ 171.82	\$ 62.69
OC3 EF NRC zone 3		\$ 171.82	\$ 62.69
OC3 IOF NRC Zone 1		\$ 85.93	\$ 22.70
OC3 IOF NRC zone 2		\$ 85.93	\$ 22.70
OC3 IOF NRC zone 3		\$ 85.93	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
Cancellation or Change Service Charge, per last critical date reached.			
OC3, OC12, and OC48			
Service Order Portion to be applied to each critical date below		\$ 2.07	
Design Layout Report Date		\$ 27.11	
Records Issue Date		\$ 27.11	
Designed, Verified and Assigned Date		\$ 59.75	
Plant Test Date		\$ 87.29	
OC-12 UDT Rates			
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 1	\$ 1,197.95		
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 2	\$ 1,448.30		
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 3	\$ 1,719.47		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 1	\$ 1,262.38		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 2	\$ 1,076.14		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 3	\$ 919.56		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination InterZone	\$ 1,112.09		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 1	\$ 74.45		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 2	\$ 40.75		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 3	\$ 64.99		
Interoffice Mileage - 622.08 Mbps - Per Mile InterZone	\$ 38.60		
OC-12 Add/Drop Multiplexing, per arrangement All Zones	\$ 456.32		
Add/Drop Function - Per DS3 Add or Drop All Zones	\$ 20.93		
Add/Drop Function - Per OC-3 Add or Drop All Zones	\$ 64.05		
1+1 Protection, Per OC-12 Entrance Facility Zone 1	\$ 107.43		
1+1 Protection, Per OC-12 Entrance Facility Zone 2	\$ 103.80		
1+1 Protection, Per OC-12 Entrance Facility Zone 3	\$ 103.80		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 1	\$ 107.43		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 2	\$ 103.80		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 3	\$ 103.80		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 1	\$ 1.05		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 2	\$ 1.05		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 3	\$ 1.05		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 1	\$ 1,195.46		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 2	\$ 1,442.15		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 3	\$ 1,707.42		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	\$ 0.81		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	\$ 1.58		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	\$ 2.67		
OC12 EF NRC Zone 1		\$ 171.82	\$ 62.69

	SBC MI	SBC Michigan	
		Non-Recurring	Disconnect
	Recurring	Connect	
OC12 EF NRC zone 2		\$ 171.82	\$ 62.69
OC12 EF NRC zone 3		\$ 171.82	\$ 62.69
OC12 IOF NRC Zone 1		\$ 85.93	\$ 22.70
OC12 IOF NRC zone 2		\$ 85.93	\$ 22.70
OC12 IOF NRC zone 3		\$ 85.93	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
OC-48 UDT Rates			
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 1	\$ 3,937.57		
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 2	\$ 4,711.36		
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 3	\$ 4,719.85		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 1	\$ 3,703.43		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 2	\$ 4,238.86		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 3	\$ 3,172.26		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination InterZone	\$ 4,582.75		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 1	\$ 36.06		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 2	\$ 42.83		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 3	\$ 73.28		
Interoffice Mileage - 2488.32 Mbps - Per Mile InterZone	\$ 24.84		
OC-48 Add/Drop Multiplexing, per arrangement All Zones	\$ 1,637.00		
Add/Drop Function - Per DS3 Add or Drop All Zones	\$ 24.53		
Add/Drop Function - Per OC-3 Add or Drop All Zones	\$ 182.79		
Add/Drop Function - Per OC-12 Add or Drop All Zones	\$ 105.09		
1+1 Protection, Per OC-48 Entrance Facility Zone 1	\$ 525.47		
1+1 Protection, Per OC-48 Entrance Facility Zone 2	\$ 525.47		
1+1 Protection, Per OC-48 Entrance Facility Zone 3	\$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 1	\$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 2	\$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 3	\$ 525.47		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 1	\$ 1.05		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 2	\$ 1.05		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 3	\$ 1.05		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 1	\$ 3,934.69		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 2	\$ 4,704.65		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 3	\$ 4,708.90		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	\$ 0.93		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	\$ 1.72		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	\$ 2.42		
OC48 EF NRC Zone 1		\$ 171.82	\$ 62.69
OC48 EF NRC zone 2		\$ 171.82	\$ 62.69
OC48 EF NRC zone 3		\$ 171.82	\$ 62.69
OC48 IOF NRC Zone 1		\$ 85.93	\$ 22.70
OC48 IOF NRC zone 2		\$ 85.93	\$ 22.70
OC48 IOF NRC zone 3		\$ 85.93	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
Unbundled Dark Fiber			
Dark Fiber - Interoffice			
Interoffice Mileage Termination	\$ 25.34		
Interoffice Mileage	\$ 0.002196		
Interoffice Cross Connect	\$ 2.11		
Interoffice Inquiry (Provisioning) Charge, per request		\$ 338.03	\$ -
Interoffice Inquiry (Service Order) Charge, per request		\$ 2.33	\$ -
Interoffice Administration Charge, per order		\$ 14.35	\$ 16.19
Interoffice Connection Charge, per strand		\$ 466.62	\$ 157.40
Interoffice Cross-Connects, per strand		\$ 3.62	\$ 3.62
Interoffice Mileage Termination		\$ -	\$ -
Interoffice Mileage-per strand per foot		\$ -	\$ -
Interoffice Cross Connect		\$ -	\$ -
Dark Fiber - Loop/Sub-Loop			
Loop/Sub-Loop Mileage Termination	\$ 10.77		
Loop/Sub-Loop Mileage	\$ 0.002562		
Loop/Sub-Loop Cross Connect	\$ 1.05		
Loop/Sub-Loop Inquiry (Provisioning) Charge, per request		\$ 79.66	\$ -
Loop/Sub-Loop Inquiry (Service Order) Charge, per request		\$ 2.33	\$ -
Sub-Loop Inquiry Charge, per request		\$ 79.66	\$ -
Loop/Sub-Loop Administration Charge, per order		\$ 14.35	\$ 16.19
Loop/Sub-Loop Connection Charge, CO to RT/CEV/Hut, CO to Premises, per strand		\$ 358.08	\$ 16.60
Sub-Loop Connection Charge, RT/CEV Hut to Premises, per strand		\$ 48.05	\$ 16.60
Loop/Sub-Loop Cross Connect Charge, per strand		\$ 3.38	\$ 3.40
Sub-Loop Cross Connect Charge, per strand		\$ -	\$ -
Loop/Sub-Loop Cross Connect		\$ -	\$ -

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
RECIPROCAL COMPENSATION			
End Office Local Termination			
Set up charge, per call	\$ 0.000622		
Duration charge, per MOU	\$ 0.000521		
Tandem Switching			
Set up charge, per call	\$ 0.000322		
Duration charge, per MOU	\$ 0.000337		
Tandem Transport Termination			
Set up charge, per call	\$ 0.000077		
Duration charge, per MOU	\$ 0.000081		
Tandem Transport Facility per MOU, per Mile	\$ 0.000001		
TRANSIT SERVICE			
Tandem Switching			
per minute of use	\$ 0.000309		
Tandem Termination			
per minute of use	\$ 0.000105		
Tandem Facility			
per minute of use	\$ 0.000040		
Special Access to UNE Loop and Transport			
Project Administrative Charge, per service order		\$ 4.30	
Channelized DS3 - Design & Coordination (with mileage)		\$ 4.42	
Channelized DS3 - Demarcation Re-tag (with mileage)		\$ -	
Channelized DS1 - Design & Coordination (with mileage)		\$ 4.34	
Channelized DS1 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS3 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS1 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS0 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (with mileage)		\$ -	
Channelized DS3 - Design & Coordination (without mileage)		\$ 4.52	
Channelized DS3 - Demarcation Re-tag (without mileage)		\$ -	
Channelized DS1 - Design & Coordination (without mileage)		\$ 4.34	
Channelized DS1 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS3 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS1 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS0 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (without mileage)		\$ -	
Enhanced Extended Loop (EEL)			
Note: EELs will be equal to sum of the rates associated with the individual unbundled network elements comprising the EEL. The rates will be based on the rates for the unbundled loop and the unbundled dedicated transport that comprise the EEL, and any unbundled multiplexing and unbundled clear channel capability as requested or required.			
Following is a list of EELs available under this Price Schedule:			
2-Wire Analog Loop to DS1 Dedicated Transport facilities			
2-Wire Analog Loop to DS3 Dedicated Transport facilities			
4-Wire Analog Loop to DS1 Dedicated Transport facilities			
4-Wire Analog Loop to DS3 Dedicated Transport facilities			
2-Wire Digital Loop to DS1 Dedicated Transport facilities			
2-Wire Digital Loop to DS3 Dedicated Transport facilities			
4-Wire Digital Loop(DS1 Loop) to DS1 Dedicated Transport facilities			
4-Wire Digital Loop(DS1 Loop) to DS3 Dedicated Transport facilities			
Resale			
Resale Discount	16.62%		

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
Physical Collocation			
Planning Fees:			
Physical Collocation - Initial (monthly per 100 SF)	\$ 19.26		
Physical Collocation - Initial (per request)		\$ 3,735.92	
Physical Collocation - Subsequent Cable Only		\$ 1,293.20	
Common/Shared Collocation - Initial (monthly per 100 SF)	\$ 0.89		
Common/Shared Collocation - Initial (per request)		\$ 3,161.16	
Common/Shared Collocation - Subsequent Cable Only		\$ 1,293.20	
Cageless Collocation - Initial		\$ 4,741.75	
Cageless Collocation - Subsequent Cable Only		\$ 1,436.89	
Adjacent On-Site Collocation - Initial		\$ 6,466.02	
Adjacent On-Site Collocation - Subsequent Cable Only		\$ 1,293.20	
Adjacent Off-Site Collocation - Initial		\$ 1,427.49	
Physical Caged Collocation:			
Physical Land and Building (per 100 SF cage)	\$ 907.64		
Physical Cage Preparation (per 100 SF cage)	\$ 55.44		
HVAC (per 10 amps of DC power)	\$ 5.88		
Physical Cable Racking (per 100 SF cage)	\$ 28.85		
Physical Grounding (per 100 SF cage)	\$ 4.50		
Cageless Collocation:			
Land and Building Charge (per 1/4 rack)	\$ 11.14		
Relay Rack Charge (Optional) (per 1/4 rack)	\$ 2.67		
HVAC (per 10 amps of DC power)	\$ 5.88		
Caged/Common Collocation:			
Land and Building (per common area linear foot)	\$ 42.15		
Cage Preparation (per common area linear foot)	\$ 2.09		
HVAC (per 10 amps of DC power)	\$ 5.88		
Physical Cable Racking (per common area linear foot)	\$ 4.54		
Physical Grounding (per common area linear foot)	\$ 0.21		
Power Consumption - DC Usage			
Physical Caged Collocation (per AMP)	\$ 6.10		
Common Caged Collocation (per AMP)	\$ 6.10		
Cageless Collocation (per AMP)	\$ 6.50		
Adjacent On-Site Collocation (per AMP)	\$ 5.22		
Power Consumption - AC Usage			
Physical Caged Collocation (per AMP)	\$ 4.00		
Common Caged Collocation (per AMP)	\$ 4.00		
Cageless Collocation (per AMP)	\$ 4.00		
Adjacent On-Site Collocation (per AMP)	\$ 4.00		
Security Cards (5 cards)		\$ 92.77	
Interconnection Arrangement Options			
Physical Caged Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.92	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
Common Caged Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
Cageless Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
Adjacent On-Site Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,818.09	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.67	\$ 1,818.09	
DS1 Racking	\$ 0.62		
Adjacent Off-Site Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
DS1 Arrangement (450 DS1s) - MDF	\$ 355.52	\$ 694.94	

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
Physical Caged Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.66	\$ 363.31	
DS3 Arrangement (1 DS3) - DSX	\$ 12.84	\$ 363.31	
Common Caged Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.59	\$ 363.31	
DS3 Arrangement (1 DS3) - DSX	\$ 12.84	\$ 363.31	
Cageless Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.66	\$ 363.31	
DS3 Arrangement (1 DS3) - DSX	\$ 12.84	\$ 363.31	
Adjacent On-Site Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.68	\$ 464.59	
DS3 Arrangement (1 DS3) - DSX	\$ 12.86	\$ 464.59	
DS3 Racking	\$ 0.62		
Physical Caged Collocation - Voice Grade Arrangement (100 pairs)			
Common Caged Collocation - Voice Grade Arrangement (100 pairs)	\$ 6.44	\$ 936.26	
Cageless Collocation - Voice Grade Arrangement (100 pairs)	\$ 6.51	\$ 936.26	
Adjacent On-Site Collocation - Voice Grade Arrangement (100 pairs)	\$ 6.31	\$ 1,065.28	
Adjacent On-Site Collocation - Voice Grade Racking	\$ 0.54		
Adjacent On-Site Collocation - Rack between CO Outside Wall and Adjacent On-Site, per rack	\$ 35.80	\$ 300.72	
Adjacent Off-Site Collocation - Voice Grade Arrangement (900 pairs)	\$ 355.52	\$ 694.94	
Optical Circuit Arrangement (12 Fiber pairs)			
Physical Caged Collocation - (per Cable)	\$ 8.32	\$ 2,622.86	
Common Caged Collocation - (per Cable)	\$ 8.32	\$ 2,622.86	
Cageless Collocation - (per Cable)	\$ 8.32	\$ 2,277.74	
Adjacent On-Site Collocation - (per Cable)	\$ 8.34	\$ 2,912.75	
Adjacent On-Site Collocation - Optical Racking	\$ 0.77		
Adjacent Off-Site Collocation - (per Cable)	\$ 9.14	\$ 2,903.19	
Power Arrangement			
Physical Caged Collocation			
Power Delivery - 40 AMP		\$ 170.71	
Power Delivery - 100 AMP		\$ 222.66	
Power Delivery - 200 AMP		\$ 290.20	
Physical Cageless Collocation	\$ 0.08		
Common Caged Collocation			
Power Delivery - 40 AMP		\$ 170.71	
Power Delivery - 100 AMP		\$ 222.66	
Power Delivery - 200 AMP		\$ 290.20	
Adjacent On-Site Collocation			
Power Delivery - 200 AMP	\$ 16.02	\$ 6,058.45	
Power Delivery - 400 AMP	\$ 32.03	\$ 11,764.36	
Power Delivery - 600 AMP	\$ 33.80	\$ 15,543.72	
Power Delivery - 800 AMP	\$ 50.71	\$ 23,139.31	
Cable Rack between CO Outside Wall and Adjacent On-Site	\$ 35.48	\$ 297.75	
Cable Entrance, per wall opening		\$ 714.83	
Entrance Fiber Structure Charge (per 125 foot Innerduct)	\$ 1.94		
Entrance Fiber, per cable sheath			
Physical Caged Collocation			
Physical Caged Collocation	\$ 2.71	\$ 1,598.37	
Common Caged Collocation	\$ 2.71	\$ 1,598.37	
Cageless Collocation	\$ 14.97	\$ 1,598.37	
Adjacent On-Site Collocation	\$ 31.26	\$ 2,880.83	
Adjacent On-Site Collocation Arrangement			
Land Rental, per square foot	\$ 0.39		
Collocation-to-Collocation Arrangement			
Physical to Physical			
Fiber Cable (12 Fiber Pairs)	\$ 0.84	\$ 2,277.74	
DS1 Cable (29 DS1s)	\$ 0.76	\$ 1,421.73	
DS3 Cable (1 DS3)	\$ 0.76	\$ 363.31	
Cageless to Cageless			
Fiber Cable (12 Fiber Pairs)	\$ 0.25	\$ 897.29	
DS1 Cable (29 DS1s)	\$ 0.20	\$ 560.08	
DS3 Cable (1 DS3)	\$ 0.20	\$ 143.12	
Physical/Cageless to Virtual			
Fiber Cable (12 Fiber Pairs)	\$ 0.24	\$ 829.91	
DS1 Cable (29 DS1s)	\$ 0.19	\$ 518.01	
DS3 Cable (1 DS3)	\$ 0.19	\$ 132.37	

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
Virtual Collocation			
Planning			
Initial		\$ 4,741.75	
Subsequent/Cable Only		\$ 1,436.89	
Land and Building (per 1/4 bay framework)	\$ 11.14		
Relay Rack (per 1/4 rack)	\$ 2.67		
HVAC (per 10 amps of DC power consumption)	\$ 5.88		
Entrance Fiber (per cable)	\$ 14.97	\$ 1,598.37	
Entrance Fiber Structure Charge	\$ 1.94		
Power Delivery	\$ 0.08		
Power Consumption			
DC Power (per AMP)	\$ 6.50		
AC Power (per AMP)	\$ 4.00		
Voice Grade Interconnection Arrangement (per 100 pairs)	\$ 6.51	\$ 936.26	
DS1 Interconnection Arrangement to DCS (per 28 DS1s)	\$ 297.90	\$ 1,421.73	
DS1 Interconnection Arrangement to DSX (per 28 DS1s)	\$ 14.65	\$ 1,421.73	
DS3 Interconnection Arrangement to DCS (per 1 DS3)	\$ 74.66	\$ 363.31	
DS3 Interconnection Arrangement to DSX (per 1 DS3)	\$ 12.84	\$ 363.31	
Fiber Interconnection arrangement (per 12 fiber pairs)	\$ 8.32	\$ 2,277.74	
Collocation to Collocation Arrangement			
Fiber Cable (per 12 fiber cable)	\$ 0.25	\$ 897.29	
DS1 Cable (per 28 DS1s)	\$ 0.20	\$ 560.08	
DS3 Cable (per 1 DS3)	\$ 0.20	\$ 143.12	
Equipment Maintenance and Security Escort			
Equipment Maintenance			
Staffed Building			
Access during attended hours			
Each 1/4 hour		\$ 17.76	
Each additional 1/4 hour		\$ 17.76	
Access during unattended hours			
4 hour minimum		\$ 284.20	
Each additional 1/4 hour		\$ 17.76	
Unstaffed Building			
Access during normal business day			
Each 1/4 hour		\$ 17.76	
Each additional 1/4 hour		\$ 17.76	
Access during non-normal business day			
4 hour minimum		\$ 284.20	
Each additional 1/4 hour		\$ 17.76	
Security Escort			
Staffed Building			
Access during attended hours			
Each 1/4 hour		\$ 15.83	
Each additional 1/4 hour		\$ 15.83	
Access during unattended hours			
4 hour minimum		\$ 253.32	
Each additional 1/4 hour		\$ 15.83	
Unstaffed Building			
Access during normal business day			
Each 1/4 hour		\$ 15.83	
Each additional 1/4 hour		\$ 15.83	
Access during non-normal business day			
4 hour minimum		\$ 253.32	
Each additional 1/4 hour		\$ 15.83	

***Further Amendment
Superseding Certain Intervening Law, Compensation,
Interconnection and Trunking Provisions***

This Further Amendment Superseding Certain Intervening Law, Reciprocal Compensation, Interconnection and Trunking Terms ("Further Amendment") is applicable to this and any future Interconnection Agreement(s) between SBC Telecommunications, LLC. on behalf of and as agent for Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter each individually being a "SBC ILEC," and collectively being the "SBC ILECs") and XO Communications Services, Inc, on behalf of itself and any and all affiliates, subsidiaries, successors, predecessors and assigns which are, or in the case of predecessors, were, a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (including, without limitation, XO Illinois, Inc., XO California, Inc., XO Texas, Inc., Allegiance Telecom of Texas, Inc., Allegiance Telecom of California, Inc.; Allegiance Telecom of Illinois, Inc., XO Long Distance Services, Inc., XO Ohio, Inc., XO Michigan, Inc., XO Missouri, Inc., Allegiance Telecom of Michigan, Inc., Allegiance Telecom of Indiana, Inc., Allegiance Telecom of Ohio, Inc., Allegiance Telecom of Oklahoma, Inc., Allegiance Telecom of Nevada, Inc., Allegiance Telecom of Wisconsin, Inc., Allegiance Telecom of Missouri and Coast to Coast Telecommunications, Inc.) through December 31, 2005 (hereinafter, collectively, "XO"), whether such Agreement is negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" (MFN) rights. ILECs and XO may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, SBC ILECs and XO entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (the "ICAs") (Any and all such ICAs between the Parties to be referred to hereinafter as the "ICAs."); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties entered into an Amendment to XO Contracts Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms ("Superseding Amendment") which expired on December 31, 2004; and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties desire to extend the Superseding Amendment for the Term (as defined below) of this Further Amendment subject to the following modifications.

WHEREAS, the Term of this Further Amendment (“Term”) shall commence on the January 1, 2005 (“Effective Date”) and shall continue until December 31, 2005. Thereafter, this Further Amendment will remain in full force and effect unless terminated by either Party by providing at least thirty (30) days’ written notice to the other Party specifying the date it wishes to terminate this Further Amendment (“Termination Date.”)

WHEREAS, the Parties wish to update and extend the Superseding Amendment by entering into this Further Amendment ;

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Further Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Scope of Agreement and Lock In:

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The foregoing Recitals are hereby incorporated into and made a part of this Further Amendment.

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Notwithstanding anything to the contrary in this Further Amendment, except for the waivers of intervening law in Section 2.2 and XO’s waiver of 252(i) MFN rights in Section 1.6 which are unaffected by this Section, neither Party waives, but instead expressly reserves, all of their rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law rights (including intervening law rights asserted via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this Further Amendment, the underlying ICAs or any future interconnection agreements or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”) and the FCC’s Biennial Review Proceeding; the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC’s Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-

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92 (Order No. 01-132) (rel. April 27, 2001); and the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).

The Parties agree that this Further Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICAs. This Further Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties for the Term, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights.

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Any inconsistencies between the provisions of this Further Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above for the Term, will be governed by the provisions of this Further Amendment, unless this Further Amendment is specifically and expressly superseded by a future amendment between the Parties.

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1.5 If the underlying ICAs or any future interconnection agreement(s) expire sooner than the Termination Date, the Parties agree that the Further Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the Further Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through the Termination Date. Also, the Parties recognize that an MFN interconnection agreement often receives quicker state public utility commission ("PUC") approval than the negotiated Further Amendment which will be affixed to that interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Further Amendment, the Parties agree that the rates, terms and conditions of the Further Amendment will, upon state PUC approval of the Further Amendment, apply retroactively to the date of such state PUC approval of the underlying MFN interconnection agreement, or January 1, 2005, whichever is earlier so that the rates, terms and conditions contained herein will apply uninterrupted for the Term. In no event shall this retroactivity apply prior to the effective date this Further Amendment is signed by XO.

1.6 XO hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection ("POIs") or trunking requirements that are subject to this Further Amendment; provided, however, that if such other rates, terms, and conditions have been voluntarily agreed to by SBC ILEC across the thirteen-state region as a whole, XO may exercise its rights under section 252(i) to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, POIs or trunking requirements to which SBC ILEC have agreed. This waiver includes, but is not limited to, any lease, transfer, sale or other conveyance by XO of all or a substantial portion of its assets, in which case XO shall obtain the purchaser's agreement to be bound

by the terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of XO.

2.0 Intervening Law/Change of Law:

2.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“*USTA decision*”) and following remand and appeal issued a decision in *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) (“*USTA II decision*”), . In addition, the FCC’s adopted its Triennial Review Order on February 20, 2003 CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36), and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“*TRO Remand Order*”); Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al.*, 535 U.S. 467 (2002) (all collectively referred to as the “*Orders*”). In entering into this Further Amendment, and except as otherwise set forth in Section 2.2 below, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph and as to any intervening law rights that either Party has in the current ICAs or any future interconnection agreement(s). Except as otherwise set forth in Section 2.2 below, if any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions (“*Provisions*”) in this Further Amendment or the current ICAs or any future interconnection agreement(s), specifically including, but not limited to, those arising with respect to the Orders, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order, but only after the subject order becomes effective, upon the written request of either Party (“*Written Notice*”). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in the current ICAs or any future interconnection agreement(s). In the event that any intervening law rights in the current ICAs or any future interconnection agreement(s) conflict with this Intervening Law paragraph and Section 2.2, for the Term, this Intervening Law paragraph and Sections 2.2 following shall supersede and control as to any such conflict(s) as to all rates, terms and conditions in the current ICAs and any future interconnection agreement(s) for such time period.

2.2 Notwithstanding anything herein, during the Term the Parties waive any rights they may have under the Intervening/Change of Law provisions in this Further Amendment, the Parties' current ICAs or any future interconnection agreement(s) to which this Further Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements that are subject to this Further Amendment including, without limitation, waiving any rights to change the compensation in this Further Amendment in the event that SBC ILEC invokes the FCC terminating compensation plan pursuant to the FCC ISP Reciprocal Compensation Order in any particular state(s); provided however, that if a final, legally binding FCC order related to intercarrier compensation becomes effective after the Effective Date of this Further Amendment including, without limitation, an FCC Order that is issued upon the conclusion of the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01 92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (referred hereto as an "FCC Order:"), the affected provisions of this Further Amendment relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Further Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s) provided, however, that the rates, terms and conditions ultimately ordered by a state commission in an arbitration or negotiated by the Parties shall be retroactive to the effective date of the Written Request following such FCC Order. Except with respect to the exceptions relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions set forth in this Section 2.2, during the Term, each Party shall have full intervening law rights under Section 2.1 of this Further Amendment and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 2.2.

3.0 Reservations of Rights:

3.1 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to reciprocal compensation obligations. By entering into this Further Amendment, neither party waives its right to advocate its view with respect to this issue. The Parties agree that nothing in this Further Amendment shall be construed as an

admission that ISP traffic is, or is not, local in nature. The Parties further agree that any payment to XO under the terms of this Further Amendment shall not be construed as agreement or acquiescence by the SBC ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that SBC ILECs shall make payments for calls to ISPs to XO pursuant to Sections 4, 5, and 6 herein during the term of this Further Amendment.

3.2 The Parties continue to disagree as to where POIs should be established and under what rates, terms, and conditions XO may lease facilities from SBC ILEC to establish such POIs. By entering into this Further Amendment, neither Party waives its right to advocate its view with respect to these issues. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper establishment of POIs and the treatment of facilities used to establish such POIs under applicable federal and state law. The Parties further agree that the establishment of POIs pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper establishment of POIs and the treatment of facilities used to establish such POIs. Notwithstanding the foregoing, the Parties agree that XO and SBC ILEC shall establish POIs pursuant to the rates, terms, and conditions called for in Section 4 herein during the term of this Further Amendment.

3.3. The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (“VOIP”) traffic under the Dispute Resolution provisions of the ICAs or any future interconnection agreement(s) between the Parties through December 31, 2005. The Parties further agree that this Further Amendment shall not be construed against either Party as a “meeting of the minds” that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Further Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

3.4 By entering into this Further Amendment, neither Party waives the right to advocate its views with respect to the use of, and compensation for, tandem switching and common transport facilities in connection with the carriage of Virtual Foreign Exchange traffic. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper treatment of Virtual Foreign Exchange traffic. The Parties agree that the handling of Virtual Foreign Exchange traffic pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper treatment of such traffic. Notwithstanding the foregoing, the Parties agree that all compensation between the Parties for the exchange of Virtual Foreign Exchange traffic shall be governed by the rates, terms, and conditions called for in Section 5.1 herein during the term of this Further Amendment.

4.0 Network Architecture Requirements:

4.1 XO will establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG). Each Party shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI.

(a) In California and Illinois, the Parties agree that this section is satisfied if XO (at its sole option) establishes a POI either:

(i) at each access or local tandem in which tandem serving area XO has established a working telephone number local to a rate center in that tandem serving area, and each end office where XO maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within 15.75 miles of the Vertical and Horizontal coordinate of each rate center where XO has established a working telephone number local to that rate center.

(b) In Connecticut, Indiana, Michigan, Nevada, Ohio, and Wisconsin, the Parties agree that this section is satisfied if, XO (at its sole option), establishes a POI either:

(i) at each access or local tandem in which tandem serving area XO has established a working telephone number local to a rate center in that tandem serving area, and each end office where XO maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within each mandatory local calling area where XO has established a working telephone number local to a rate center in that calling area.

(c) The Parties agree that the waivers contained in Section 2.2 with respect to changes in law do not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Further Amendment. This provision shall not be interpreted to affect how the Parties agree to exchange, and compensate one another for, Virtual Foreign Exchange traffic (as defined herein) pursuant to Sections 4, 5, and 6 during the term of this Further Amendment.

(d) XO may, at its sole option, establish a POI by obtaining dedicated Special Access services or facilities from SBC ILECs (without the need for XO equipment, facilities, or collocation at the SBC ILECs' offices), or services or facilities from a third party, by establishing collocation, by establishing a fiber meet, or by provisioning such services or facilities for itself.

4.2 Where XO leases facilities from SBC ILECs to establish a POI, XO shall be required to begin paying SBC ILEC for such facilities once the facilities are jointly tested and accepted at a trunk level.

4.3 XO agrees to abide by SBC ILECs' trunk engineering/administration guidelines as stated in the ICAs, including the following:

4.3.1 When interconnecting at SBC ILECs' digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks over three consecutive months for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

4.3.3 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to a transition plan to migrate the embedded one-way trunks to two-way trunks via a method described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC ILECs agree to develop a cutover plan and project manage the cutovers with XO participation and agreement.

4.4 Subject to Section 4.6, in order to qualify for receipt of reciprocal compensation in a given tandem serving area as provided in this Further Amendment, XO will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking ("DEOT") does not fall below 70% for two consecutive months. Subject to Section 4.6, if XO has not established a POI required by Section 4.0, XO shall not be entitled to reciprocal compensation for calls from that local calling area.

4.5 For new interconnections, XO will achieve the DEOT criteria identified in Section 4.4 no later than six (6) months (or such other period as may be agreed to by the Parties) after the parties first exchange traffic for each new interconnection arrangement.

4.6 Under no circumstances shall XO have any liability or otherwise be penalized under this Further Amendment for non-compliance with the applicable POI and DEOT criteria specified herein during the transition period identified in Section 4.5. Furthermore, XO will have no liability and will face no penalty for non-compliance with the POI and DEOT criteria specified herein at any time thereafter if such non-compliance results from SBC ILEC's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from SBC ILEC's failure to perform

required network administration activities (including provisioning, activation, and translations), regardless of whether SBC ILEC's inability or failure to perform is related to a Force Majeure event as that term is described in the underlying ICAs.

4.6.1 Establishing a New POI in an Existing Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where XO provides service as of the date of execution of this Further Amendment. XO will notify SBC ILEC of XO's intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) no later than 90 days prior to the end of the transition period by letter to the SBC ILEC Account Manager and project manager for XO. XO and SBC ILEC will meet within 10 business days of such notice to plan the transition to any new POI. This notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Section 4.5. Nothing in this paragraph specifically or this Further Amendment generally shall prevent XO from ordering, or excuse SBC ILECs from provisioning, trunks with respect to an existing POI for new growth or augments during the time that a new POI is being established.

4.6.2 Establishing a POI in a New Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where XO does not provide service as of the date of execution of this Further Amendment. XO will notify its SBC ILEC Account Manager no later than 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 business days of SBC ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI to complete the establishment of the POI as promptly as possible, and in any event, by the LERG effective date for the new NPA-NXX. The POI must be established in the applicable Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) prior to the exchange of live traffic.

4.7 At any time as a result of either Party's own capacity management assessment, the Parties may begin the provisioning process. The intervals used for the provisioning process will be the same as those used for SBC ILECs' Switched Access service.

4.8 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on XO's ability to order and receive trunks in any given market.

4.9 In a blocking situation, XO may escalate to its SBC ILEC Account Manager in order to request a shorter interval. The SBC ILEC Account Manager will obtain the details of the request and will work directly with the SBC ILEC LSC and network

organizations in order to determine if XO's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic:

5.1 If XO designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by XO in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

5.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the Total Compensable Local Traffic.

5.2.1 In determining the Total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

5.2.2 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs

5.2.3 In determining the Total Compensable Local Traffic, SBC ILECs-transited minutes of use (MOUs) will be excluded from these calculations.

5.2.4 The rates for SBC ILECs-transited MOUs will be governed by the interconnection agreement.

5.3 Subject to applicable confidentiality guidelines, SBC ILECs and XO will cooperate to identify toll and transiting traffic; originators of such toll and transiting traffic; and information useful for settlement purposes with such toll and transit traffic originators.

5.3.1 SBC ILECs and XO agree to explore additional options for management and accounting of toll and transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.3.2 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

6.0 Rate Structure and Rate Levels:

During the period from January 1, 2005 up through and including December 31, 2005, Total Compensable Local Traffic as defined herein will be exchanged in all

states at the rate of \$.0005 per minute of use. This rate shall be payable to the party on whose network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

7.0 Additional Terms and Conditions:

7.1 This Further Amendment contains provisions that have been negotiated as part of an entire Further Amendment and integrated with each other in such a manner that each provision is material to every other provision.

7.2 The Parties agree that each and every rate, term and condition of this Further Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICAs or interconnection agreement. The Parties agree that they would not have agreed to this Further Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

7.3 Except as specifically modified by this Further Amendment with respect to their mutual obligations herein and subject to Section 2.0, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

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

7.5 The terms contained in this Further Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through December 31, 2005, and shall be interpreted solely in accordance with their own terms.

7.6 The headings of certain sections of this Further Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Further Amendment.

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

7.8 SBC Telecommunications, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual SBC ILECs.

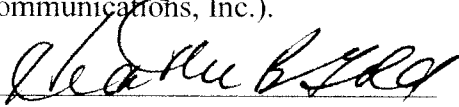
8.0 Intentionally Omitted.

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XO Communications Services, Inc. on behalf of itself and any and all affiliates, subsidiaries, successors, predecessors and assigns which are, or in the case of predecessors, were, a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (including, without limitation, XO Illinois, Inc., XO California, Inc., XO Texas, Inc., Allegiance Telecom of Texas, Inc., Allegiance Telecom of California, Inc.; Allegiance Telecom of Illinois, Inc., XO Long Distance Services, Inc., XO Ohio, Inc., XO Michigan, Inc., XO Missouri, Inc., Allegiance Telecom of Michigan, Inc., Allegiance Telecom of Indiana, Inc., Allegiance Telecom of Ohio, Inc., Allegiance Telecom of Oklahoma, Inc., Allegiance Telecom of Nevada, Inc., Allegiance Telecom of Wisconsin, Inc., Allegiance Telecom of Missouri and Coast to Coast Telecommunications, Inc.).

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SC California, The Southern New England Telephone Company, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas by ^{Operations, Inc.} ~~SBC Telecommunications, LLC~~, its authorized agent

Signature: 

Signature: 

Name: _____
(Print or Type) Heather B. Gold
SVP-Government Relations
XO Communications, Inc.

Name: Mike Auinbauh

AVP-Local
Interconnection Marketing

Title: _____
(Print or Type)

Title: President - Industry Markets

Date: 3/28/05

Date: APR 18 2005

AECN/OCN: _____

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN
AND
XO COMMUNICATIONS SERVICES, INC.**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a SBC Michigan ("SBC") and XO Communications Services, Inc. ("CLEC"). SBC and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in SBC's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, SBC and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated 1/8/2002 (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 Order, and TRO Remand as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any SBC tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 8th day of November, 2005, by Michigan Bell Telephone Company d/b/a SBC Michigan, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

XO Communications Services, Inc.

Michigan Bell Telephone Company d/b/a SBC Michigan by SBC Operations, Inc., its authorized agent

By: *Heather B. Gold*

By: *Mike Auinbauh*

Name: Heather B. Gold
~~SVP-Government Relations~~
XO Communications, Inc.

Name: Mike Auinbauh
(Print or Type)

Title: _____
(Print or Type)

Title: AVP - Local Interconnection Marketing

Date: 11/3/05

Date: NOV 08 2005

FACILITIES-BASED OCN # 4125

ACNA _____

MICHIGAN TRO/TRRO ATTACHMENT

- 0.1 Definitions. The following definitions are applicable to this Attachment.
- 0.1.1 Building. For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings).
- 0.1.2 Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as a (1) local Loop 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. Examples of a “Predominantly Residential” MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer’s premises.
- 0.1.3 “Predominantly Residential” for purposes of this Amendment is defined as a Multiple Dwelling Unit or “MDU” that has greater than 50 percent of its rentable space allocated to residential use.
- 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, or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).
- 0.1.5 Hybrid Loop is a local Loop and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an SBC wire center and the demarcation point at the customer premises.
- 0.1.6 Mass Market Customer is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.
- 0.1.7 Declassified Unbundled Local Circuit Switching/UNE-P (ULS/UNE-P). To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.
- 0.1.8 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. Pursuant to 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. Pursuant to 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 pursuant to 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 Pursuant to 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. Pursuant to 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 pursuant to the FCC's TRRO. In no event shall a residential line be considered to be a business line. The determination as to whether a telephone line should be classified as Business or Residence shall be based on the same test that is currently used in Michigan, namely the determination as to whether a telephone line should be classified as Business or Residence is based on the character of the use to be made of the line. A line is classified as a business line where the user is primarily or substantially of a business, professional, institutional or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, the line is classified as a residence line if installed in a residence.
- 0.1.13 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.14 A "DS1 Loop", pursuant to Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.15 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with SBC, that maintains a collocation arrangement in an SBC 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 SBC or any affiliate of SBC, 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-SBC 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.
- 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) provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per

second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path.

- 0.1.18 Dedicated Transport is defined as set forth in 47 CFR 51.319(e)(1).
- 0.1.19 [Intentionally left blank]
- 0.1.20 “Commingling” means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. “Commingle” means the act of commingling.
- 0.1.21 “Commingled Arrangement” means the arrangement created by Commingling. Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place,
- 0.1.22 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).
- 0.1.23 [Intentionally left blank]

1.0 **TRO Affected Elements.**

- 1.1 TRO-Affected Elements. SBC shall not be required to provide the following to CLEC as unbundled network elements under Section 251 pursuant to 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) Entrance facilities; (Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC’s networks with SBC’s networks.) In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC’s finding of non-impairment with respect to entrance facilities alters CLEC’s right to obtain interconnection facilities (entrance facilities or dedicated transport) pursuant to Section 251(c)(2) of the Act or to obtain access to such facilities at the same rates for dedicated transport as set forth in the Pricing Schedule
 - (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)
 - (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

¹ Nothing herein is meant to indicate any agreement as to whether SBC is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

- cards installed in digital loop carrier (“DLC”) systems or equipment used to provide passive optical networking (“PON”) capabilities;
- (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except to the extent that [SBC] has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case [SBC] will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis pursuant to Section 11.1.2 of this Attachment;
 - (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
 - (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
 - (xi) line sharing, except as grandfathered as provided in the TRO.
- 1.2 Cessation TRO Affected Elements - New Orders. [SBC] is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).
- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, SBC and CLEC will abide by the following transitional procedures with respect to the TRO Effected Elements:
- 1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, SBC will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein (“Identified Facility”). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.
 - 1.3.2 For any TRO Affected Element that SBC provides notice, SBC shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from SBC pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.
 - 1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration) and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a record order is generated, the record order service charge will be the only applicable charge. SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user’s service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.
- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR

or ASR, as applicable, under subparagraph 1.1.3.2(i), above, and if CLEC and [SBC] have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then [SBC] will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements.

2.1 SBC shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) pursuant to Rule 51.319(d)(2) of the FCC's TRO Remand (TRRO) Order Element(s) as follows where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops:

2.1.1 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. Effective March 11, 2005, whether or not CLEC has an Embedded Base of either ULS or UNE-P customers, SBC is not required to provide new ULS, either alone or in combination (as in with "UNE-P") as an unbundled network element under Section 251 of the Act. SBC shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) as may be modified by effective orders issued by the Michigan Public Service Commission, such as those issued by the Michigan Public Service Commission in Case Nos. U-14303, 14305, and U-14447, 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(s), if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, SBC must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to SBC to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment.

2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.

2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that SBC has available and activated in the Local Circuit Switch.

2.1.1.3 Pursuant to Rule 51.319(d)(4)(i), SBC shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.

2.1.2 SBC shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the ULS or UNE-P;
 - (b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or
 - (c) March 11, 2006.
- 2.1.3 Pursuant to 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 within 12 months of the effective date of the TRRO, i.e., March 11, 2006. CLEC and SBC agree to utilize the twelve-month transition period as set forth by the FCC in Paragraph 227 to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.
- 2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.
- 2.1.3.2 SBC will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize an disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions
- 2.1.3.3 Where no physical work is required, SBC shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for an Electronic Service Order (Flow Through) Record Simple charge, associated with any conversion or any discontinuance of any TRO Remand Declassified Element. Any discontinuance of any TRO Remand Declassified Element and the conversion shall take place in a seamless manner that does not affect the customer's perception of service quality.
- 2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, SBC, without further notice or liability, will re-price such arrangements to market-based rates. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and SBC does not make the hot cuts per the schedule established in Case No. U-14463 and as a consequence ULS or UNE-P remains in place, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.
- 2.1.4 Notwithstanding the foregoing provisions of Section 2.1 and unless the CLEC specifically requests or has contractually agreed otherwise, to the extent an Embedded Base ULS/UNE-P customer is migrated to a functionally equivalent alternative service arrangement prior to March 11, 2006, the ULS/UNE-P Transition Rate shall continue to apply until March 10, 2006.
- 2.2 The provisions of this Section 2.0, apply and are operative with respect to SBC's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport.

3.1 Pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain 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. Pursuant to Rule 51.319(a)(6)(i), SBC is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis.

3.1.2 DS1 Loops. Pursuant to Rule 51.319(a)(4)(i), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required of SBC in that Wire Center, except as otherwise set forth in this Attachment.

3.1.2.1 Pursuant to Rule 51.319(a)(4)(ii), CLEC may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled Loops.

3.1.3 DS3 Loops. Pursuant to Rule 51.319(e)(2), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of SBC in that Wire Center, except as otherwise set forth in this Attachment.

3.1.3.1 Pursuant to Rule 51.319(e)(2), CLEC may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. Pursuant to Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.9 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.4.1 Pursuant to Rule 51.319(3), a requesting CLEC may obtain a maximum of 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. Pursuant to 51.319(e)(2), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 Pursuant to Rule 51.319(e)(2), a requesting CLEC may obtain a maximum of 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. Pursuant to Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Dark Fiber Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.
- 3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. Pursuant to Rules 51.319(a)(4)(iii) for DS1 Loops, Rule 51.319(a)(5)(iii) for DS3 Loops, Rule 51.319(e)(2)(C) for DS1 dedicated transport and 51.319(e)(iii)(C) for DS3 dedicated transport, for a 12-month period beginning on the effective date of the TRRO any such unbundled network elements that are no longer required to be provided pursuant to Section 251 as outlined in Section 1.3.1 above, [SBC] shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on the effective date of the TRRO, i.e., March 11, 2005 with such transition period ending on March 11, 2006. Dark Fiber Loops, pursuant to Rule 51.319(a)(6), and Dark Fiber Dedicated Transport, pursuant to Rule 51.319(e)(2)(iv)B, are no longer required to be provided pursuant to Section 251. SBC shall continue to provide CLEC's Embedded Base of the High-Capacity Dark Fiber Transport arrangements for an 18-month period beginning on the effective date of the TRRO, i.e., March 11, 2005 with such transition period 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, pursuant to 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 has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%* effective as of March 11, 2005. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.
- 3.2.2 Where SBC is no longer required to provide the Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.
- With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to SBC by the end of the transition period.
- 3.2.2.1 SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.
- 3.2.2.2 Where no physical work is required, SBC shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for an Electronic Service Order (Flow

Through) Record charge, associated with any conversion or any discontinuance of any TRO Remand Declassified Element. Any discontinuance of any TRO Remand Declassified Element and the conversion shall take place in a seamless manner that does not affect the customer's perception of service quality.

3.2.2.3 [Intentionally left blank]

3.2.2.4 If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, SBC, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to SBC, SBC shall disconnect such arrangements.

4.0 Non-Impaired Wire Center Criteria and Related Processes.

4.1 SBC has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.8 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.9 and 0.1.10 have been met. SBC's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. SBC will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the Michigan 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 SBC wire center non-impairment designation, the CLEC will provide a self-certification to SBC identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by SBC as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to SBC claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to SBC. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, SBC shall provision the requested facilities in accordance with CLEC's order and within SBC's standard ordering interval applicable to such facilities. If SBC in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, SBC will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager.

- 4.1.1 The parties recognize that wire centers that are 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 is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, SBC may add the wire center to the list of designated wire centers and the Parties will use the following process:
- 4.1.1.1 SBC may update the wire center list as changes occur, but may not update the list more frequently than one time during any given six month period.
 - 4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, SBC will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
 - 4.1.1.3 SBC will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
 - 4.1.1.4 In the event the CLEC disagrees with SBC's determination and desires not to have the applicable established DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected, as set forth in Section 4.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to SBC. If the CLEC does not self-certify within this 60 day period, then the rights and obligations of the parties will be governed by Section 4.1.1.5 and/or Section 4.10 as may be appropriate.
 - 4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against SBC's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 9 months, transition applicable to DS1/DS3 Dedicated Transport is within 9 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 12 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. During the Applicable Transitional Period, CLEC may not obtain new (not ordered prior to the Applicable Transitional Period) DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been listed as declassified by SBC in an Accessible Letter, except as otherwise provided for under Section 4.10 of this Attachment.
 - 4.1.1.6 If the CLEC does provide self-certification to dispute SBC's designation determination within 60 calendar days of the issuance of the Accessible Letter pursuant to Section 4.1.1.4, or after such time pursuant to Section 4.10 herein, SBC may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4, and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
 - 4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

- 4.1.2 If the Michigan 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.
- 4.1.3 In the state of Michigan, if it desires to do so, SBC can dispute the self-certification and associated CLEC orders for facilities pursuant to Michigan Commission-established procedures set forth by the Commission in Case No. U-14447. SBC shall serve CLEC with a copy of any SBC filing contesting any Self Certification of any carrier so CLEC is fully apprised to potential Commission determination under the process set forth in Case No. U-14447 regarding non-impairment of wire centers. In accordance with the requirements of Case No. U-14447, SBC's failure to file a timely challenge, i.e., 10 calendar days after the self certification, to any CLEC's Self Certification for a given Wire Center shall be deemed a waiver by SBC of its rights to challenge any subsequent Self Certification for the affected Wire Center. SBC shall promptly notify CLEC of any time where SBC has waived its ability to challenge a Self-Certification as to any Wire Center for carrier; and such waiver shall constitute a waiver of SBC to challenge any CLEC Self-Certification pertaining to the same Wire Center unless the underlying facts pertaining to the impairment 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 timeframe of any dispute resolution proceeding, SBC shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If CLEC's Self Certification is ultimately found to be in error by the Commission, CLEC will convert the affected facilities ordered in the wire center to an alternative service arrangement and shall be required to pay SBC the differential of the initial rates charged to the rate of the analogous service converted to based on the date that the facility was installed or the wire center was initially identified by SBC as being non impaired, whichever is later. The initial rates charged will include only charges reflected in the underlying interconnection agreement or tariff, if applicable, and will not include any analogous service elements or the increase referenced in Section 4.1.1.7. Any late payment charges, penalties, or interest associated with the true-up amount is waived for the period the affected facilities were in place plus 30 (thirty) days after the date the self-certification was found in error. Except as otherwise required by the Commission in any challenge permitted by Case No. U-14447, SBC shall not be permitted to audit CLEC's Self Certification. If SBC's challenge to CLEC's Self Certification is rejected or not accepted by the Commission, or if SBC has waived its ability to challenge CLEC's Self-Certification, then SBC must treat the Self Certification as being valid and SBC shall continue to provide the facilities in question to CLEC at the rates in the Pricing Appendix to the Agreement.
- 4.1.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, SBC will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which SBC intends to rely, which will include the detailed business line information for the SBC wire center or centers that are the subject of the dispute. Any requests for additional information shall be resolved through the discovery process as described in the Commission's March 29, 2005 Order in Case No. U-14447.
- 4.2 [Intentionally left blank.]
- 4.3 The provisions of Section 3.2.2 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). Cross-connects provided by SBC in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at

applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

- 4.4 SBC will process orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection consistent with the end of the applicable transitional period identified in Section 4.1.1.5. SBC will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC.
- 4.5 A building that is served by both an impaired wire center and a non impaired wire center and that is located in the serving area of the impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.6 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and SBC MICHIGAN have failed to reach agreement under Section 3.2.2.4 above as to a substitute service arrangement or element, then SBC may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 4.7 [Intentionally left blank.]
- 4.8 [Intentionally left blank.]
- 4.9 [Intentionally left blank.]
- 4.10 When more than 60 days from the issuance of an SBC designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify. SBC may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4, and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

5.0 Commingling and Commingled Arrangements.

- 5.1 SBC shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC. Where SBC (or where one of the SBC RBOC affiliates in Illinois, Indiana, Ohio and Wisconsin) provides a particular Commingled Arrangement to any CLEC, SBC shall also be obligated to provision that Commingled Arrangement under this Agreement. The types of Commingled Arrangements which SBC is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. SBC's Commingled Arrangements posted to CLEC-Online as of May 1, 2005 as available and fully tested on an end-to-end basis from ordering through provisioning and billing, include the following:
- 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

The following Commingled Arrangements posted to CLEC-Online as of May 1, 2005 will be available upon the completion of testing on an end-to-end basis from ordering through provisioning and billing. Such testing will be completed no later than June 15, 2005.

- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
- xiii. While not a commingling arrangement, SBC will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's mandatory eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

- 5.1.1 To the extent that SBC requires the CLEC to submit orders for the commingling arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.
- 5.1.2 For any commingling arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by SBC, CLEC shall request any such desired commingling arrangement and SBC shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available, SBC will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.
- 5.2 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, SBC shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from SBC (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.
- 5.3 [Intentionally left blank]

- 5.4 For example, without limitation of this provision, SBC will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, SBC will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, SBC will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.
- 5.5 Upon request, and to the extent required by applicable law and the applicable provisions of this Attachment, SBC shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC (as well as requests where CLEC also wants SBC to complete the actual Commingling), except that SBC shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from SBC, and SBC shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from SBC.
- 5.6 SBC shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from SBC. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any SBC tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.7 When CLEC purchases Commingled Arrangements from SBC, SBC shall charge CLEC element-by-element and service-by-service rates. SBC shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC's Triennial Review Order. As a general matter, "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.8 [Intentionally left blank.]
- 5.9 [Intentionally left blank.]
- 5.10 Unless expressly prohibited by the terms of this Attachment, SBC shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from SBC, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with SBC.
- 6.0 EELs.**

- 6.1 SBC agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. SBC shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, SBC shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC's underlying Agreement.
- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:
- (A) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or
 - (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service.
- 6.3 SBC shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. SBC shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service eligibility criteria:
- 6.3.1. CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. SBC hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.
- 6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to SBC. Provided that SBC has received such self certification from CLEC, SBC shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled Network Elements.
- 6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 6, and not to self-certifications relative to routes, buildings and wire centers.

- 6.3.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL pursuant to TRO 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 6.3.4 of this Attachment;
 - (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
 - (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
- 6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:
- (A) Established pursuant to Section 251(c)(6) of the Act and located at SBC's premises within the same LATA as the customer's premises, when SBC is not the collocator; or
 - (B) Established pursuant to any collocation type defined in any SBC Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
 - (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.
- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk (e.g., entrance facility) 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 (e.g., entrance facility).
- 6.3.6 [Intentionally left blank]
- 6.3.7 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale

services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing SBC written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, SBC shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL

- 6.3.8 SBC may audit CLEC's compliance with service eligibility criteria as defined in Section 6.3.2 ("Eligibility Criteria") by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Michigan 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 Eligibility Criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon SBC's written notice that an audit will be performed for Michigan.
- 6.3.8.1 To invoke its limited right to audit, SBC will send a Notice of Audit to CLEC, identifying examples of particular High-Cap EELs for which SBC alleges non-compliance and the cause upon which SBC rests its audit. The Notice of Audit shall state the proposed scope of the audit and include all supporting documentation upon which SBC establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which SBC seeks to commence an audit. The Notice of Audit shall identify the proposed independent auditor. Such auditor may not be substantially dependent upon either Party for work.
- 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, 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 Eligibility Criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with the Eligibility Criteria.
- 6.3.8.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 6.3.8.4 SBC shall provide CLEC with a copy of the 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 Michigan Commission. Prior to bringing a dispute to the Michigan Commission under this section, however, CLEC shall provide notice of the dispute to SBC 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 Michigan Commission 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 SBC and the rates and charges CLEC would have owed SBC

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 SBC 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 45 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the trued-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following SBC's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Michigan Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. However CLEC shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant High-Cap EEL for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the Michigan Commission within such 45-day time period, SBC may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the 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 the High-Cap EEL does not meet the criteria for that High-Cap EEL. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Michigan Commission and if the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to SBC and SBC shall retain any disputed amounts already paid by CLEC.

- 6.3.8.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse SBC for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse SBC in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.8.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.
- 6.3.8.6 To the extent the auditor's report concludes that CLEC complied with the Eligibility Criteria for all High-Cap EELs that were audited, SBC must reimburse CLEC for all of its reasonable costs associated with the audit.
- 6.3.8.7 CLEC will maintain the appropriate documentation to support its self certifications of compliance with the Eligibility Criteria pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its self certifications for as long as the Agreement is operative, plus a period of two years.
- 6.3.8.8 SBC can seek such an audit for any particular High-Cap EEL 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, provided that the High-Cap EEL was within the scope of such prior audit as stated in the independent auditor's report and (ii) the twenty-four (24) month

period immediately preceding the date notice of such audit is provided to CLEC, but in any event not prior to the date the circuit was established.

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 Notice of Audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to SBC from CLEC's collocation arrangement.

6.4.2 SBC will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.

6.4.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1_unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.

6.5 [Intentionally left blank]

6.6 Other than the service eligibility criteria set forth in this Section, SBC shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer

7.0 **Availability of HFPL for Purposes of Line Sharing.**

7.1 SBC shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the HFPL in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1).

7.2 Grandfathered and New End-Users: SBC will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing xDSL service to a particular end-user customer and has not ceased providing xDSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC charged prior to October 2, 2003 as set forth in Appendix Pricing of this Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, SBC shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from SBC, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement.

8.0 Routine Network Modifications.

8.1 Routine Network Modifications – UNE Local Loops

- 8.1.1 SBC shall make all routine network modifications to UNE Local Loop facilities used by requesting telecommunications carriers where the requested UNE Local Loop facility has already been constructed. SBC shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.1.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC 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; constructing and/or placing new manholes, or conduits or installing new terminals; or removing or reconfiguring packetized transmission facility. SBC is not obligated to perform the above stated activities for a requesting telecommunications carrier.
- 8.1.4 [Intentionally left blank.]
- 8.1.5 [Intentionally left blank.]
- 8.1.6 Where expenses resulting from routine network modifications are not already recovered by either monthly recurring or non-recurring rates paid by the CLEC to access a UNE, SBC shall provide routine network modifications at the rates, terms and conditions set out in this Attachment, and in the state specific Appendix Pricing. SBC will be required to substantiate any charges for Routine Network Modifications that it believes are not included in costs already recovered through existing, applicable recurring and non-recurring charges. Until such time as the parties agree or the state commission determines that SBC is allowed to assess additional charges for any specific routine network modification, beyond its already established monthly recurring and non-recurring charges for accessing a UNE, SBC will assess no such charge. While the parties negotiate any such additional charge or during the period wherein a state commission is reaching a decision related to such charges, SBC will nonetheless undertake the routine network modification at the CLEC's request without delay. If agreement is reached or a commission decision is entered allowing SBC to recover additional expenses associated with the specific routine network modification at issue, the CLEC agrees to be responsible for such charges if it has requested SBC to perform the work.

8.2 Routine Network Modifications – UNE Dedicated Transport and Dark Fiber

- 8.2.1 SBC shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by requesting telecommunications carriers where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. SBC shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport including Dark

Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

- 8.2.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.
- 8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals. SBC is not obligated to perform the above stated activities for a requesting telecommunications carrier. However, when a CLEC purchases Dark Fiber, SBC shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 [Intentionally left blank.]

10.0 Conversions.

10.1 Conversion of Wholesale Services to UNEs

- 10.1.1 Upon request, SBC shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)
- 10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, SBC will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. SBC agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, SBC agrees to process CLEC's conversion requests on a case-by-case basis and without delay.
- 10.1.2.1 For UNE conversion orders for which SBC has either a) not developed a process or b) developed a process that falls out for manual handling, SBC will charge CLEC the Electronic Service Order (Flow Thru) Record charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then SBC may charge service order charges and/or record change charges, as applicable.
- 10.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, SBC shall not impose any untariffed termination charges, or any disconnection fees, re-connection

fees, or charges associated with converting an existing wholesale service or group of wholesale services to UNEs or combinations of UNEs. SBC may charge applicable service order charges or record change charges.

- 10.1.3 SBC will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize an disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions
- 10.1.3.1 Where no physical work is required, SBC shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for an Electronic Service Order (Flow Through) Record charge, associated with any conversion. Any conversion shall take place in a seamless manner that does not affect the customer's perception of service quality.
- 10.1.4 SBC shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.
- 10.1.5 Except as provided in 10.1.2, in requesting a conversion of an SBC service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular SBC service sought to be converted.

11 FTTH Loops, FTTC Loops, and Retirement of Copper Loops.

- 11.1 The following items shall apply to FTTH and FTTC Loops.
- 11.1.1 New Builds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where SBC has deployed such a Loop to premises that previously was not served by any SBC Loop.
- 11.1.2 Overbuilds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when SBC has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:
- (a) SBC shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless SBC retires the copper Loop pursuant to the terms of Section 11.1.3.
 - (b) If SBC maintains the existing copper Loop pursuant to this Section 11.1.2, SBC need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, SBC shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.
 - (c) If SBC retires the copper Loop pursuant to Section 11.1.3 below, it shall provide nondiscriminatory access to 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.

- 11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, SBC must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in 47 C.F.R. 51.325 through 51.335 and any applicable state requirements. If a CLEC is leasing a Copper Loop when SBC submits its notice pursuant to the foregoing sentence, SBC shall also (i) provide CLEC with a copy of such Short Term notice via an accessible letter and (ii) perform, upon CLEC request, a line station transfer ("LST") where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in SBC's Generic Interconnection Agreement.
- 11.1.4 SBC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to, or ability to tap the full capabilities of, a local loop or subloop. As such, SBC's modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC's access to distribution subloop) shall not limit or restrict CLEC's ability to access all of the loop features, functions and capabilities, including DSL capabilities, nor increase the price of any loop used by, or to be used by, CLEC. Furthermore, SBC will comply with 47 CFR 51.325 through 51.335, and any applicable state requirements.

11.2 Hybrid Loops Generally

- 11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services SBC shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the SBC central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
- 11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, SBC shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.
- 11.2.3 Feeder. SBC shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

12.0 Use of Unbundled Network Elements.

12.1 Except as provided in Section 6.0 of this Attachment, SBC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service a requesting telecommunications carrier seeks to offer.

12.2 A requesting telecommunications carrier may not access an unbundled network element for the sole purpose of providing non-qualifying services.

12.3 A requesting telecommunications carrier that accesses and uses an unbundled network element pursuant to Section 251(c)(3) of the Act and this part to provide a qualifying service may use the same unbundled network element to provide non-qualifying services.

13. [Intentionally left blank.]

***Further Amendment
Superseding Certain Intervening Law, Compensation,
Interconnection and Trunking Provisions***

This Further Amendment Superseding Certain Intervening Law, Reciprocal Compensation, Interconnection and Trunking Terms ("Further Amendment") is applicable to this and any future Interconnection Agreement(s) between AT&T Operations, Inc. on behalf of and as agent for Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter each individually being a "SBC ILEC," and collectively being the "SBC ILECs") and XO Communications Services, Inc, on behalf of itself and any and all affiliates, subsidiaries, successors, predecessors and assigns which are, or in the case of predecessors, were, a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (including, without limitation, XO Illinois, Inc., XO California, Inc., XO Texas, Inc., Allegiance Telecom of Texas, Inc., Allegiance Telecom of California, Inc.; Allegiance Telecom of Illinois, Inc., XO Long Distance Services, Inc., XO Ohio, Inc., XO Michigan, Inc., XO Missouri, Inc., Allegiance Telecom of Michigan, Inc., Allegiance Telecom of Indiana, Inc., Allegiance Telecom of Ohio, Inc., Allegiance Telecom of Oklahoma, Inc., Allegiance Telecom of Nevada, Inc., Allegiance Telecom of Wisconsin, Inc., Allegiance Telecom of Missouri and Coast to Coast Telecommunications, Inc.) through December 31, 2006 (hereinafter, collectively, "XO"), whether such Agreement is negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" (MFN) rights. ILECs and XO may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, SBC ILECs and XO entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (the "ICAs") (Any and all such ICAs between the Parties to be referred to hereinafter as the "ICAs."); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties entered into an Amendment to XO Contracts Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms ("Superseding Amendment") which expired on December 31, 2004; and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties desire to extend the Superseding Amendment for the Term (as defined below) of this Further Amendment subject to the following modifications.

WHEREAS, the Term of this Further Amendment (“Term”) shall commence on the January 1, 2006 (“Effective Date”) and shall continue until December 31, 2006. Thereafter, this Further Amendment will remain in full force and effect unless terminated by either Party by providing at least thirty (30) days’ written notice to the other Party specifying the date it wishes to terminate this Further Amendment (“Termination Date.”)

WHEREAS, the Parties wish to update and extend the Superseding Amendment by entering into this Further Amendment ;

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Further Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Scope of Agreement and Lock In:

1.1 The foregoing Recitals are hereby incorporated into and made a part of this Further Amendment.

1.2 Notwithstanding anything to the contrary in this Further Amendment, except for the waivers of intervening law in Section 2.2 and XO’s waiver of 252(i) MFN rights in Section 1.6 which are unaffected by this Section, neither Party waives, but instead expressly reserves, all of their rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law rights (including intervening law rights asserted via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this Further Amendment, the underlying ICAs or any future interconnection agreements or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”) and the FCC’s Biennial Review Proceeding; the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC’s Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); and the FCC’s Order In the Matter of

Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).

1.3 The Parties agree that this Further Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICAs. This Further Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties for the Term, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights.

1.4 Any inconsistencies between the provisions of this Further Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above for the Term, will be governed by the provisions of this Further Amendment, unless this Further Amendment is specifically and expressly superseded by a future amendment between the Parties.

1.5 If the underlying ICAs or any future interconnection agreement(s) expire sooner than the Termination Date, the Parties agree that the Further Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the Further Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through the Termination Date. Also, the Parties recognize that an MFN interconnection agreement often receives quicker state public utility commission ("PUC") approval than the negotiated Further Amendment which will be affixed to that interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Further Amendment, the Parties agree that the rates, terms and conditions of the Further Amendment will, upon state PUC approval of the Further Amendment, apply retroactively to the date of such state PUC approval of the underlying MFN interconnection agreement, or January 1, 2006, whichever is earlier so that the rates, terms and conditions contained herein will apply uninterrupted for the Term. In no event shall this retroactivity apply prior to the effective date this Further Amendment is signed by XO.

1.6 XO hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection ("POIs") or trunking requirements that are subject to this Further Amendment; provided, however, that if such other rates, terms, and conditions have been voluntarily agreed to by SBC ILEC across the thirteen-state region as a whole, XO may exercise its rights under section 252(i) to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, POIs or trunking requirements to which SBC ILEC have agreed. This waiver includes, but is not limited to, any lease, transfer, sale or other conveyance by XO of all or a substantial portion of its assets, in which case XO shall obtain the purchaser's agreement to be bound by the terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of XO.

2.0 Intervening Law/Change of Law:

2.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“*USTA decision*”) and following remand and appeal issued a decision in *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) (“*USTA II decision*”), . In addition, the FCC’s adopted its Triennial Review Order on February 20, 2003 CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36), and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“*TRO Remand Order*”); Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al.*, 535 U.S. 467 (2002) (all collectively referred to as the “*Orders*”). In entering into this Further Amendment, and except as otherwise set forth in Section 2.2 below, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph and as to any intervening law rights that either Party has in the current ICAs or any future interconnection agreement(s). Except as otherwise set forth in Section 2.2 below, if any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions (“*Provisions*”) in this Further Amendment or the current ICAs or any future interconnection agreement(s), specifically including, but not limited to, those arising with respect to the Orders, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order, but only after the subject order becomes effective, upon the written request of either Party (“*Written Notice*”). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in the current ICAs or any future interconnection agreement(s). In the event that any intervening law rights in the current ICAs or any future interconnection agreement(s) conflict with this Intervening Law paragraph and Section 2.2, for the Term, this Intervening Law paragraph and Sections 2.2 following shall supersede and control as to any such conflict(s) as to all rates, terms and conditions in the current ICAs and any future interconnection agreement(s) for such time period.

2.2 Notwithstanding anything herein, during the Term the Parties waive any rights they may have under the Intervening/Change of Law provisions in this Further

Amendment, the Parties' current ICAs or any future interconnection agreement(s) to which this Further Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements that are subject to this Further Amendment including, without limitation, waiving any rights to change the compensation in this Further Amendment in the event that SBC ILEC invokes the FCC terminating compensation plan pursuant to the FCC ISP Reciprocal Compensation Order in any particular state(s); provided however, that if a final, legally binding FCC order related to intercarrier compensation becomes effective after the Effective Date of this Further Amendment including, without limitation, an FCC Order that is issued upon the conclusion of the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01 92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (referred hereto as an "FCC Order:"), the affected provisions of this Further Amendment relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Further Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s) provided, however, that the rates, terms and conditions ultimately ordered by a state commission in an arbitration or negotiated by the Parties shall be retroactive to the effective date of the Written Request following such FCC Order. Except with respect to the exceptions relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions set forth in this Section 2.2, during the Term, each Party shall have full intervening law rights under Section 2.1 of this Further Amendment and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 2.2.

3.0 Reservations of Rights:

3.1 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to reciprocal compensation obligations. By entering into this Further Amendment, neither party waives its right to advocate its view with respect to this issue. The Parties agree that nothing in this Further Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that any payment to XO under the terms of this Further Amendment shall not be construed as

agreement or acquiescence by the SBC ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that SBC ILECs shall make payments for calls to ISPs to XO pursuant to Sections 4, 5, and 6 herein during the term of this Further Amendment.

3.2 The Parties continue to disagree as to where POIs should be established and under what rates, terms, and conditions XO may lease facilities from SBC ILEC to establish such POIs. By entering into this Further Amendment, neither Party waives its right to advocate its view with respect to these issues. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper establishment of POIs and the treatment of facilities used to establish such POIs under applicable federal and state law. The Parties further agree that the establishment of POIs pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper establishment of POIs and the treatment of facilities used to establish such POIs. Notwithstanding the foregoing, the Parties agree that XO and SBC ILEC shall establish POIs pursuant to the rates, terms, and conditions called for in Section 4 herein during the term of this Further Amendment.

3.3. The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (“VOIP”) traffic under the Dispute Resolution provisions of the ICAs or any future interconnection agreement(s) between the Parties through December 31, 2005. The Parties further agree that this Further Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Further Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

3.4 By entering into this Further Amendment, neither Party waives the right to advocate its views with respect to the use of, and compensation for, tandem switching and common transport facilities in connection with the carriage of Virtual Foreign Exchange traffic. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper treatment of Virtual Foreign Exchange traffic. The Parties agree that the handling of Virtual Foreign Exchange traffic pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper treatment of such traffic. Notwithstanding the foregoing, the Parties agree that all compensation between the Parties for the exchange of Virtual Foreign Exchange traffic shall be governed by the rates, terms, and conditions called for in Section 5.1 herein during the term of this Further Amendment.

4.0 Network Architecture Requirements:

4.1 XO will establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in

the Local Exchange Routing Guide (LERG). Each Party shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI.

(a) In California and Illinois, the Parties agree that this section is satisfied if XO (at its sole option) establishes a POI either:

(i) at each access or local tandem in which tandem serving area XO has established a working telephone number local to a rate center in that tandem serving area, and each end office where XO maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within 15.75 miles of the Vertical and Horizontal coordinate of each rate center where XO has established a working telephone number local to that rate center.

(b) In Connecticut, Indiana, Michigan, Nevada, Ohio, and Wisconsin, the Parties agree that this section is satisfied if, XO (at its sole option), establishes a POI either:

(i) at each access or local tandem in which tandem serving area XO has established a working telephone number local to a rate center in that tandem serving area, and each end office where XO maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within each mandatory local calling area where XO has established a working telephone number local to a rate center in that calling area.

(c) The Parties agree that the waivers contained in Section 2.2 with respect to changes in law do not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Further Amendment. This provision shall not be interpreted to affect how the Parties agree to exchange, and compensate one another for, Virtual Foreign Exchange traffic (as defined herein) pursuant to Sections 4, 5, and 6 during the term of this Further Amendment.

(d) XO may, at its sole option, establish a POI by obtaining dedicated Special Access services or facilities from SBC ILECs (without the need for XO equipment, facilities, or collocation at the SBC ILECs' offices), or services or facilities from a third party, by establishing collocation, by establishing a fiber meet, or by provisioning such services or facilities for itself.

4.2 Where XO leases facilities from SBC ILECs to establish a POI, XO shall be required to begin paying SBC ILEC for such facilities once the facilities are jointly tested and accepted at a trunk level.

4.3 XO agrees to abide by SBC ILECs' trunk engineering/administration guidelines as stated in the ICAs, including the following:

4.3.1 When interconnecting at SBC ILECs' digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks over three consecutive months for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

4.3.3 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to a transition plan to migrate the embedded one-way trunks to two-way trunks via a method described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC ILECs agree to develop a cutover plan and project manage the cutovers with XO participation and agreement.

4.4 Subject to Section 4.6, in order to qualify for receipt of reciprocal compensation in a given tandem serving area as provided in this Further Amendment, XO will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking ("DEOT") does not fall below 70% for two consecutive months. Subject to Section 4.6, if XO has not established a POI required by Section 4.0, XO shall not be entitled to reciprocal compensation for calls from that local calling area.

4.5 For new interconnections, XO will achieve the DEOT criteria identified in Section 4.4 no later than six (6) months (or such other period as may be agreed to by the Parties) after the parties first exchange traffic for each new interconnection arrangement.

4.6 Under no circumstances shall XO have any liability or otherwise be penalized under this Further Amendment for non-compliance with the applicable POI and DEOT criteria specified herein during the transition period identified in Section 4.5. Furthermore, XO will have no liability and will face no penalty for non-compliance with the POI and DEOT criteria specified herein at any time thereafter if such non-compliance results from SBC ILEC's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from SBC ILEC's failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether SBC ILEC's inability or failure to perform is related to a Force Majeure event as that term is described in the underlying ICAs.

4.6.1 Establishing a New POI in an Existing Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where XO provides service as of the date of execution of this Further Amendment. XO will notify SBC ILEC of XO's intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) no later than 90 days prior to the end of the transition period by letter to the SBC ILEC Account Manager and project manager for XO. XO and SBC ILEC will meet within 10 business days of such notice to plan the transition to any new POI. This notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Section 4.5. Nothing in this paragraph specifically or this Further Amendment generally shall prevent XO from ordering, or excuse SBC ILECs from provisioning, trunks with respect to an existing POI for new growth or augments during the time that a new POI is being established.

4.6.2 Establishing a POI in a New Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where XO does not provide service as of the date of execution of this Further Amendment. XO will notify its SBC ILEC Account Manager no later than 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 business days of SBC ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI to complete the establishment of the POI as promptly as possible, and in any event, by the LERG effective date for the new NPA-NXX. The POI must be established in the applicable Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) prior to the exchange of live traffic.

4.7 At any time as a result of either Party's own capacity management assessment, the Parties may begin the provisioning process. The intervals used for the provisioning process will be the same as those used for SBC ILECs' Switched Access service.

4.8 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on XO's ability to order and receive trunks in any given market.

4.9 In a blocking situation, XO may escalate to its SBC ILEC Account Manager in order to request a shorter interval. The SBC ILEC Account Manager will obtain the details of the request and will work directly with the SBC ILEC LSC and network organizations in order to determine if XO's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic:

5.1 If XO designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by XO in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

5.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the Total Compensable Local Traffic.

5.2.1 In determining the Total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

5.2.2 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs

5.2.3 In determining the Total Compensable Local Traffic, SBC ILECs-transited minutes of use (MOUs) will be excluded from these calculations.

5.2.4 The rates for SBC ILECs-transited MOUs will be governed by the interconnection agreement.

5.3 Subject to applicable confidentiality guidelines, SBC ILECs and XO will cooperate to identify toll and transiting traffic; originators of such toll and transiting traffic; and information useful for settlement purposes with such toll and transit traffic originators.

5.3.1 SBC ILECs and XO agree to explore additional options for management and accounting of toll and transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.3.2 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

6.0 Rate Structure and Rate Levels:

During the period from January 1, 2006 up through and including December 31, 2006, Total Compensable Local Traffic as defined herein will be exchanged in all states at the rate of \$.0005 per minute of use. This rate shall be payable to the party on whose network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

7.0 Additional Terms and Conditions:

7.1 This Further Amendment contains provisions that have been negotiated as part of an entire Further Amendment and integrated with each other in such a manner that each provision is material to every other provision.

7.2 The Parties agree that each and every rate, term and condition of this Further Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICAs or interconnection agreement. The Parties agree that they would not have agreed to this Further Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

7.3 Except as specifically modified by this Further Amendment with respect to their mutual obligations herein and subject to Section 2.0, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

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

7.5 The terms contained in this Further Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through December 31, 2006, and shall be interpreted solely in accordance with their own terms.

7.6 The headings of certain sections of this Further Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Further Amendment.

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

7.8 SBC Telecommunications, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual SBC ILECs.

8.0 Intentionally Omitted.

XO Communications Services, Inc. on behalf of itself and any and all affiliates, subsidiaries, successors, predecessors and assigns which are, or in the case of predecessors, were, a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (including, without limitation, XO Illinois, Inc., XO California, Inc., XO Texas, Inc., Allegiance Telecom of Texas, Inc., Allegiance Telecom of California, Inc.; Allegiance Telecom of Illinois, Inc., XO Long Distance Services, Inc., XO Ohio, Inc., XO Michigan, Inc., XO Missouri, Inc., Allegiance Telecom of Michigan, Inc., Allegiance Telecom of Indiana, Inc., Allegiance Telecom of Ohio, Inc., Allegiance Telecom of Oklahoma, Inc., Allegiance Telecom of Nevada, Inc., Allegiance Telecom of Wisconsin, Inc., Allegiance Telecom of Missouri and Coast to Coast Telecommunications, Inc.).

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SC California, The Southern New England Telephone Company, d/b/a SBC Connecticut and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas by AT&T Operations, Inc., its authorized agent

Signature: *Heather B. Gold*

Signature: *Rebecca L. Sparks*

Name: Heather B. Gold
(Print or Type) SVP-Government Relations
XO Communications, Inc.

Name: Rebecca L. Sparks

Title: _____
(Print or Type)

Title: Executive Director-Regulatory

Date: 12/22/05

Date: JAN 04 2006

AECN/OCN: _____

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
XO COMMUNICATIONS SERVICES, INC.**

The Interconnection Agreement ("the Agreement") by and between Michigan Bell Telephone Company d/b/a AT&T Michigan¹ ("AT&T Michigan") and XO Communications Services, Inc. ("CLEC") is hereby amended as follows:

(1) Add OE-LEC Appendix, in its entirety and is incorporated herein by this reference.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(4) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002). provided, however, to the extent CLEC has entered into an Amendment Superseding Certain Intervening Law, Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), nothing in this paragraph is intended nor should be construed as modifying or superseding the rates, terms and conditions in the Parties' Superseding Amendment", in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment.


(5) This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

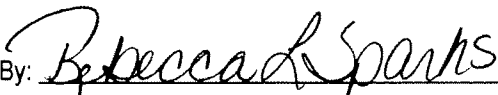
¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 10th day of ~~January~~, 2007, by Michigan Bell Telephone Company d/b/a AT&T Michigan, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

XO Communications Services, Inc.

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

By: 
Name: **Heather B. Gold**
SVP-External Affairs
(Print or Type)

By: 
Name: **Rebecca L. Sparks**
(Print or Type)

Title: _____
(Print or Type)

Title: Executive Director-Regulatory

Date: 1/8/07

Date: 1-10-07

FACILITIES-BASED OCN # _____

ACNA _____

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means XO Communications Services, Inc. operating within AT&T-13STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T-13STATE.
- 1.4 For purposes of this Appendix only, "**Out of Exchange Traffic**" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an AT&T-13STATE end user located in an AT&T-13STATE local exchange area or;
 - (ii) Originates from an AT&T-13STATE end user located in an AT&T-13STATE local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of AT&T-13STATE incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T-13STATE's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with AT&T-13STATE pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which AT&T-13STATE agrees to provide CLEC with access to 251(c)(3) unbundled network elements (251(c)(3) UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T-13STATE's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-13STATE is only obligated to make available 251(c)(3) UNEs and access to 251(c)(3) UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in AT&T-13STATE's incumbent local exchange areas. AT&T-13STATE has no obligation to provide such 251(c)(3) UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-13STATE's incumbent local exchange areas. In addition, AT&T-13STATE is not obligated to provision 251(c)(3) UNEs or to provide access to 251(c)(3) UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set

forth in this Agreement associated with 251(c)(3) UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an AT&T-13STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T-13STATE has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within AT&T-13STATE exchange areas and has a Point of Interconnection ("POI") located within AT&T-13STATE exchange areas for the purpose of providing telephone exchange service and exchange access in such AT&T-13STATE exchange areas. Based upon the foregoing, the Parties agree that AT&T-13STATE's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T-13STATE will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from AT&T-13STATE's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and AT&T-13STATE, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T-13STATE End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T-13STATE serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If AT&T-13STATE is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T-13STATE End Office.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 AT&T-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-13STATE (as reflected in the LERG). Any compensation due AT&T-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-13STATE serving tandems are reflected by AT&T-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-13STATE tandem. AT&T-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to AT&T-13STATE's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 AT&T-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-13STATE exchange areas, in AT&T-13STATE Tandems and End Offices using AT&T-13STATE's standard code opening timeframes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

6. INTERLATA SECTION 251(B)(5) TRAFFIC

- 6.1 AT&T-13STATE will exchange AT&T-13STATE InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the AT&T-13STATE exchange area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T-13STATE exchange, AT&T-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T-13STATE will not provision or be responsible for facilities located outside of AT&T-13STATE exchange areas.
- 6.2 The Parties agree that the associated traffic from each AT&T-13STATE End Office will not alternate route.
- 6.3 OE-LEC must provide AT&T-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 6.4 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T-13STATE terminated traffic or AT&T-13STATE originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 6.5 AT&T-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-13STATE (as reflected in the LERG). Any compensation due AT&T-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-13STATE serving tandems are reflected by AT&T-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-13STATE-tandem. AT&T-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 6.6 AT&T-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T-13STATE exchange areas, in AT&T-13STATE Tandems and End Office(s) using AT&T-13STATE's standard code opening timeframes.
- 6.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix Intercarrier Compensation.

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

This Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan")¹ and XO Communications Services, Inc. ("CLEC").

WHEREAS, AT&T Michigan and CLEC are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission ("MPSC" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement"); and

WHEREAS, AT&T Michigan and CLEC desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended 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.

2. AMENDMENT TO THE AGREEMENT

2.1 The Agreement is hereby amended to clarify certain aspects of the Agreement, as follows:

2.1.1 Section 4.1.4 of Schedule 9.2.1, Local Loops, is amended (i) to replace the term "4-Wire Digital Loop" with "DS1 Digital Loop"; and (ii) to add the following sentence at the end of the provision: "A DS1 Loop requires the use of a DS1 cross connect with a digital test access unit ("DTAU"); no other cross connect can be used with a DS1 Loop."

2.1.2 In the Pricing Schedule, under the heading "Unbundled Loops" and, below that, the subheading "Digital", references to "4W Digital" are replaced with the term "DS1 Loop".

2.1.3 In the Pricing Schedule, under the heading "Cross Connects", (i) the word "Analog" is added after the term "4-Wire"; (ii) the word "Loop" is added after the term "DS1"; and (iii) the price of "\$16.46" is replaced with "\$6.89". For the avoidance of doubt, this new rate shall apply prospectively only, beginning on the Amendment Effective Date (as defined in Section 3.1 below), and shall in no circumstances be applied retroactively.

2.2 A new section is added to the General Terms and Conditions of the Agreement as follows: Notwithstanding any lesser obligation in the Agreement, AT&T Michigan and CLEC shall each absolutely forbear (and shall absolutely forbear from encouraging or supporting any party or interested person in any manner whatsoever) from seeking or bringing any proceeding related in any way to whether CLECs can order a 4-wire digital cross connect for use with a digital loop, whether AT&T Michigan can bundle or otherwise require the use of Digital Test Access Units ("DTAUs") with 4-wire or DS1 cross connects for use with a digital loop, whether such practice is a violation of state and/or federal law, whether AT&T Michigan is required to provision 4-wire or DS1 cross connects for DS1 loops without DTAUs, and whether AT&T Michigan must refund amounts paid by CLEC to AT&T Michigan as the result of AT&T Michigan's bundling

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the name "AT&T Michigan".

or requiring the use of DTAUs with 4-wire or DS1 cross connects for DS1 loops (including, without limitation, by communicating with the MPSC or its Staff or any party, entity or interested person about initiating any such proceeding). A party, entity or interested person shall include, without limitation, any present or future entity affiliated with AT&T Michigan and CLEC, respectively. To the extent any such proceeding is for whatever reason initiated, AT&T Michigan and CLEC recognize, acknowledge and agree that any decision arising from said docket(s) (including any appeals thereof) shall not affect in any way the rate of \$6.89 in the Pricing Schedule under the heading "Cross Connects", it being specifically agreed that they will abide by the rate without regard or reference to any decision or order arising from said docket(s). The limitations set forth in this paragraph regarding the rate of \$6.89 shall not apply to an MPSC generic rate or cost proceeding (i.e., the proceeding applies to AT&T Michigan and all or substantially all CLECs in the State of Michigan) initiated and conducted no earlier than January 31, 2010; the resulting rates from such a proceeding shall be reflected in the Agreement pursuant to the terms and conditions thereof, and, irrespective of the MPSC's order in such a proceeding, shall apply no earlier than January 31, 2010.

2.2.1 Section 2.2 above shall be deemed to be automatically incorporated into and become a part of, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between AT&T Michigan and CLEC for the period indicated in Section 2.2, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights or otherwise. Any inconsistencies between Section 2.2 and other provisions of the current ICA or future interconnection agreement(s) between the parties will be governed by Section 2.2 unless expressly superseded by a future amendment between the Parties that references this Amendment and Section 2.2, and then only to the extent specified in any such future amendment.

2.3 Nothing in this Amendment expands, contracts, or otherwise affects either AT&T Michigan's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the MPSC under Section 252(e) of the Act or, absent such MPSC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date").

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. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 No aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this 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 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.

7. MISCELLANEOUS

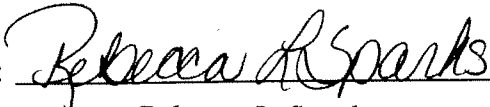
- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by it's duly authorized representative.

XO Communications Services, Inc.

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

By: 

By: 

Printed: Heather B. Gold

Printed: Rebecca L. Sparks

Title: SVP-External Affairs

Title: Executive Director-Regulatory

Date: 1/27/07

Date: 1-29-07

FACILITIES-BASED OCN # _____

ACNA _____

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
XO COMMUNICATIONS SERVICES, INC.**

The Interconnection Agreement dated October 30, 2001 by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan")¹ and XO Communications Services, Inc. ("XO") ("Agreement") effective in the State of Michigan is hereby amended as follows:

1. Article XXI Term and Termination Section 21.1 Term of Agreement is amended by adding the following section:
 - 21.1.1 Notwithstanding anything to the contrary in this Article XXII, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing on June 7, 2007 until June 7, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from XO, by AT&T Michigan pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T Michigan shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

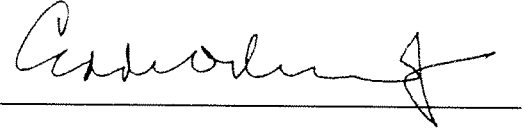
¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 8th day of January, 2008, by AT&T Michigan, signing by and through its duly authorized representative, and XO, signing by and through its duly authorized representative.

XO Communications Services, Inc.

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

By: 

By: 

Name: Heather B. Gold
(Print or Type)

Name: Eddie A. Reed, Jr
(Print or Type)

Title: VVP-External Affairs
(Print or Type)

Title: Director - Interconnection Agreements

Date: 12/12/07

Date: 1. 8. 08

FACILITIES-BASED OCN # 4125

UNE OCN # 4125

RESALE OCN # 2796

ACNA TQW

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
XO COMMUNICATIONS SERVICES, INC.**

The Interconnection Agreement ("the Agreement") by and between Michigan Bell Telephone Company¹ d/b/a AT&T Michigan ("AT&T Michigan") and XO Communications Services, Inc. ("CLEC") is hereby amended as follows:

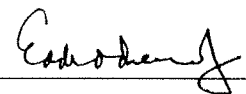
- (1) Add Appendix Coordinated Hot Cut (CHC), which is attached hereto and incorporated herein by this reference.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (4) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- (5) This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

XO Communications Services, Inc.

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

By: 

By: 

Printed: **Heather B. Gold**
SVP-External Affairs

Printed: **Eddie A. Reed, Jr.**

Title: _____
(Print or Type)

Title: Director-Interconnection Agreements

Date: May 13, 2008

Date: 5-22-08

	Resale OCN	UNE OCN	Switch Based OCN
MICHIGAN	2796	4125	4125

ACNA: TQW

APPENDIX COORDINATED HOT CUT (CHC)

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APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.4 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.5 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.7 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 **"Conversion of Service"** is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.
- 1.9 **"Designated Installation"** is defined as an installation of service occurring at a specific time of day as specified by CLEC.

2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours.
- 2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the **AT&T-13STATE**.
- 2.3 **AT&T-13STATE** may limit the number of service orders that can be coordinated based on workload and resources available. AT&T shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.

2.4 The AT&T-13STATE reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts the AT&T-13STATE's ability to provide its baseline service. Where time permits, the AT&T-13STATE will make every effort to notify CLEC when such unanticipated activities occur.

3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When CLEC orders CHC service, AT&T-13STATE shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
- 3.2.1 AT&T MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)¹
- 3.2.2 AT&T NEVADA - PUCN, Section C13A, 13.2.6(c)
- 3.2.3 AT&T CALIFORNIA - Access Tariff 175-T, Section 13.2.6(c)
- 3.2.4 AT&T SOUTHWEST REGION 5-STATE - Appendix Pricing, Schedule of Prices, "Time and Materials Charges"
- 3.2.5 AT&T CONNECTICUT - Connecticut Access Service Tariff, Section 18.1(3)
- 3.3 In the event the AT&T-13STATE fails to meet a CHC Service commitment for reasons within the control of AT&T-13STATE, AT&T will not charge CLEC a CHC Service charge. However, in the event AT&T misses a CHC Service commitment due to CLEC, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, AT&T-13STATE's inability to gain access to CLEC's end user's premises, or CLEC/end user is not ready to proceed with the order, the CHC charge will apply and AT&T-13STATE is no longer obligated to ensure a CHC is on that order.

¹ AT&T-13STATE will not charge the additional labor rate in a particular state in the AT&T MIDWEST 5-STATE region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superseded by that state's commission order approving new non-recurring Lawful UNE rates.

**AMENDMENT TO THE
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
XO COMMUNICATIONS SERVICES, INC.**

Pursuant to this Amendment, (the "Amendment"), XO Communications Services, Inc. ("CLEC"), and Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan"), hereinafter referred to collectively as (the "Parties"), hereby agree to amend that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 between the Parties dated October 31, 2001 ("Agreement").

WHEREAS, AT&T Michigan and CLEC entered into the Agreement on October 31, 2001 and;

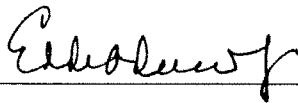
NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- (1) This Amendment adds the Appendix Microwave Entrance Facility Collocation.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (4) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- (5) This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

XO Communications Services, Inc.

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

By: 

By: 

Printed: **Heather B. Gold**
SVP-External Affairs

Printed: **Eddie A. Reed, Jr.**

Title: _____
(Print or Type)

Title: Director-Interconnection Agreements

Date: 5/14/08

Date: 5-23-08

	Resale OCN	UNE OCN	Switch Based OCN
MICHIGAN	2796	4125	4125

ACNA: TQW

APPENDIX MICROWAVE ENTRANCE FACILITY COLLOCATION

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APPENDIX MICROWAVE ENTRANCE FACILITY COLLOCATION

1. INTRODUCTION

This Appendix sets forth the terms and conditions applicable to AT&T-13STATE and CLEC for Microwave Entrance Facility collocation service (also referred to herein as "Microwave Entrance Facilities"). All requirements in the General Terms and Conditions and Appendix Collocation of this Interconnection Agreement also apply to Microwave Entrance Facility Collocation.

- 1.1 CLEC's Microwave Entrance Facilities. A description of CLEC's Microwave Entrance Facilities including all necessary specifications for the placement and operation of such Microwave Entrance Facilities, which may include radio frequency transmitting and receiving equipment, transmission lines, radio frequency transmitting and receiving antennae, supporting structures and other appurtenant and necessary equipment to be placed on the Premises is agreed to by the parties as described in Section 5 of the Microwave Appendix. Entrance facilities are dedicated transmission facilities that connect ILEC and CLEC locations. Specifically, these locations must be either wire centers or switches.
- 1.2 As used herein, AT&T-13STATE ("AT&T-13STATE") means the applicable ILEC(s) from the following list: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 As used herein, CLEC means a telecommunications carrier requesting collocation pursuant to section 251(c)(6) of the Telecommunications Act of 1996.
- 1.4 The prices at which AT&T-13STATE agrees to provide CLEC with Microwave Entrance Facility will be ICB or NSCR for Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and/or Wisconsin until such time as costs and permanent cost-based rates may be determined by AT&T-13STATE.

2. DESCRIPTION

- 2.1 AT&T will permit physical collocation of microwave transmission facilities, except where not practical for technical reasons or because of space limitations, in which case virtual collocation of such facilities is required where technically feasible. Use of such Microwave Entrance Facility equipment is only available for the purpose of accessing AT&T-13STATE's UNEs or interconnecting to AT&T-13STATE's network, pursuant to Sec. 251 of the Telecommunication Act of 1996, through use of the CLEC's physical collocation arrangement in AT&T-13STATE's central office. AT&T-13STATE will permit the collocation and use of microwave equipment necessary for interconnection or access to UNEs.

3. APPLICATION PROCESS

- 3.1 All requests for Microwave Entrance Facilities will be treated as an initial or new request. CLEC must submit an Initial Application along with the Initial Application fees, line of site survey and roof inspection when requesting the placement of Microwave Entrance Facilities equipment at an AT&T-13STATE premises. CLEC shall submit an initial physical collocation application requesting to use Microwave Entrance Facilities for each AT&T-13STATE premises that CLEC seeks to use Microwave Entrance Facilities in conjunction with its physical collocation arrangement located in the same AT&T-13STATE premises.
- 3.2 If AT&T-13STATE concludes that Microwave Entrance Facilities are not technically feasible for a rooftop or other suitable exterior space at an AT&T-13STATE premises requested by CLEC, AT&T-13STATE will provide CLEC with a written explanation of such technical infeasibility according to the Application response

interval, or in accordance with an agreed upon interval negotiated by the Parties. AT&T-13STATE's explanation of technical infeasibility may include, without limitation, AT&T-13STATE's known business plans to construct an addition or modification to or on the building, which would impact the line of sight required for Microwave Entrance Facilities.

4. METHOD OF PROVISIONING

- 4.1 Except where not practical for technical reasons or because of space limitations at AT&T-13STATE's discretion, the following method for providing space for CLEC's microwave transmission entrance facilities will be made available to the CLEC. CLEC now, or in the future may utilize other FCC licensed frequency bands it is authorized to use to provide the same services as herein described. CLEC can elect to have AT&T-13STATE perform all of the work for the design and construction for any and all physical infrastructure inside the AT&T-13STATE premises at the CLEC's cost and including any racking, conduit and cabling necessary to connect the CLEC's inside equipment to the CLEC's outside equipment at the antenna support structure. Where a list of AT&T-13STATE's Tier 1 approved suppliers (Supplier) is available, CLEC may select the Supplier(s) to provide the necessary work for the Microwave Collocation arrangement. AT&T shall consider certifying any supplier proposed by CLEC if AT&T-13STATE determines in its sole discretion that it does not already have all the Tier 1 approved suppliers that are needed. If CLEC elects to contract the work directly with the AT&T-13STATE's Supplier for the Microwave Collocation arrangement, CLEC will also pay AT&T-13STATE to monitor and/or supervise such work. As CLEC is using an AT&T-13STATE Tier 1 approved vendor, such monitoring and/or supervising will be the minimal required to ensure that all work contracted by CLEC will comply with AT&T-13STATE's nondiscriminatory practices and procedures.
- 4.2 Pre-Construction Site Visit to Determine Line of Sight: CLEC will submit a Pre-Construction Site Visit Request Form and pay the associated fees that are outlined in the Pre-Construction Site Visit Request Form and Non Disclosure Agreement that goes along with the Pre-Construction Site Visit Request Form. These documents are located on the CLEC OnLine website. The purpose of this Pre-Construction Site Visit is for CLEC to determine Line of Sight prior to the submission of an application for the AT&T-13STATE premises for which CLEC intends to request Microwave Entrance Facility collocation service. The Pre Construction Site Visit Request Form will set forth the name(s) of the AT&T-13STATE premises that CLEC wishes to visit for the purpose of determining the potential for placing Microwave Entrance Facilities at this location. The Pre-Construction Site Visit will take place within ten (10) business days of AT&T-13STATE's receipt of CLEC's Pre-Construction Site Visit Request Form to determine line of sight document or as soon thereafter as agreed to by the Parties. The Pre-Construction Site Visit will consist of CLEC's representative(s) and appropriate mutually agreed AT&T-13STATE personnel visiting an AT&T-13STATE premises for the purpose of CLEC determining whether an unobstructed line of sight is technically feasible from the rooftop or other suitable exterior space of the AT&T-13STATE premises. Such Pre-Construction Site Visit(s) will not obligate CLEC to request, or AT&T-13STATE to provide, Microwave Entrance Facilities at a particular AT&T-13STATE premises. When CLEC submits an application for physical collocation, which includes a request for Microwave Entrance Facilities, AT&T-13STATE will determine the feasibility and technical practicality of installing microwave equipment for the particular AT&T-13STATE premises requested based on the information provided by CLEC in the application submitted to AT&T-13STATE. If any travel expenses are incurred, the CLEC will be charged for the time AT&T employees spend traveling and will be based on fifteen minute increments. CLEC will be charged for the reasonable costs incurred by AT&T-13STATE for travel, if required, to each Pre-Construction Site Visit requested by CLEC according to the terms and conditions on the Pre-Construction Site Visit Request Form. CLEC will be responsible for providing the bi-directional un-obstructive line of sight or any other industry standard method to determine the line of site.
- 4.2.1 Pre-Construction Permitting Review Charge: The Pre-Construction Permitting Review Charge shall equal the sum of the hourly charges for AT&T-13STATE's personnel and/or the AT&T-13STATE's Supplier(s) employed by AT&T-13STATE, whose time is spent reasonably reviewing any permitting materials that will be used by CLEC to obtain any necessary permits for the placement of the requested Microwave Entrance Facilities. AT&T-13STATE shall have final approval authority on all

proposed conditions or those additional conditions imposed by relevant federal, state, or local jurisdictional authorities. AT&T-13STATE shall have the right to be represented at all hearings in connection with any governmental approvals sought by CLEC in regard to the placement of Microwave Entrance Facilities at AT&T-13STATE premises. The fee for AT&T-13STATE or AT&T-13STATE's Suppliers to reasonably review the permitting materials that will be used by CLEC to obtain the necessary permits for the placement of Microwave Entrance Facilities which includes without limitation all associated travel costs incurred by AT&T-13STATE, shall be assessed as an ICB charge that will be billed by AT&T-13STATE at the time CLEC submits its collocation application requesting Microwave Entrance Facilities.

- 4.3 Structural Analysis. After CLEC has completed its Pre-Construction Site Visit to requested AT&T-13STATE premises to determine line of sight, but prior to the submission of an application for physical collocation with Microwave Entrance Facilities, CLEC must, at its sole expense, provide a structural analysis to AT&T-13STATE. If CLEC, or CLEC's AT&T-13STATE Tier 1 approved supplier, has determined that a Pre-Construction Site Visit is necessary to perform the structural analysis, CLEC will submit a Pre-Construction Site Visit Request Form to AT&T-13STATE prior to the submission of an application for physical collocation within the AT&T-13STATE premises, indicating the name(s) of the AT&T-13STATE premises that CLEC requests it be permitted to visit for the purpose of performing a structural analysis for the potential placement of Microwave Entrance Facilities. This Pre-Construction Site Visit will be scheduled and conducted in accordance with the same procedures that are contained above in Section 4.2, when CLEC requests a Pre-Construction Site Visit to determine line of sight.

If CLEC's AT&T-13STATE Tier 1 approved supplier is able to perform the structural analysis without visiting the requested AT&T-13STATE premises, no fee for the Pre-Construction Site Visit Request to perform structural analysis will be assessed to CLEC by AT&T-13STATE.

A copy of the structural analysis must be submitted with the application for physical collocation when Microwave Entrance Facilities are requested, before AT&T-13STATE will process the collocation application for Microwave Entrance Facilities.

- 4.4 Roof Inspection. AT&T-13STATE may require a roof inspection at any AT&T-13STATE Premises where CLEC requests Microwave Entrance Facilities in conjunction with a physical collocation arrangement within the same AT&T-13STATE premises. A roof inspection is inclusive of all aspects of the roof environment, including but not limited to the roof itself, walls, parapets, appurtenances, drainage, conduits, grounds, platforms, and other mechanical devices located thereon and will be conducted at the same time as the initial preconstruction site visit. CLEC will bear the cost of the inspection, including any travel costs incurred by AT&T-13STATE, as specified in Section 4.2 above. AT&T-13STATE will use an AT&T-13STATE approved supplier to perform this inspection. At AT&T-13STATE's discretion, AT&T-13STATE's personnel may accompany the AT&T-13STATE approved supplier. AT&T will limit the AT&T employees accompanying the AT&T-13STATE approved supplier to AT&T employees from the local area, unless otherwise mutually agreed upon in advance. The fees associated with the Pre-Construction Site Visit for the roof inspection, must be received by AT&T-13STATE prior to the time CLEC submits its Collocation Application for Microwave Entrance Facilities. Such roof inspection shall not obligate AT&T-13STATE to allow Microwave Entrance Facilities at a particular AT&T-13STATE's premises.

- 4.5 In addition, in each instance where a microwave entrance facility is requested by the CLEC, a separate, Joint Implementation Agreement (JIA) specifying requirements for each request will be completed and executed by the CLEC and AT&T-13STATE within thirty (30) days of receiving an application for Microwave Entrance Facilities. Such JIA will be completed using AT&T's template and will provide for specifics relating to, but not limited to, the responsibilities of AT&T-13STATE and the CLEC for the specific microwave entrance facility request and the engineering and construction requirements specific to the placement of the selected microwave equipment and the cabling between such equipment and CLEC's existing collocation equipment in the Central Office, as well as any specific requirements needed by either Party as result of the CLEC's election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below. Parties will mutually agree on the JIA before execution. If Parties cannot agree to the requirements specified in the JIA within ninety (90) days, disputes will be handled

according to the dispute Resolution language in the underlying Interconnection Agreement (“Agreement”). The Microwave equipment selected by the CLEC, must be compliant with Section 5. CLEC must provide to AT&T-13STATE a copy of a Structural Analysis Report on an existing or proposed new antenna support structure (tower) which will be used to support CLEC’s antenna(e) and waveguide attachments. The CLEC must provide to AT&T-13STATE for review and approval prior to installation of RF emission devices (antennas) documentation, including a copy of the RF Compliance study, that general population exposure limits met the RF Exposure Guidelines specified in OET Bulletin 65 for the location(s) of their proposed antenna installation.

The CLEC is responsible for compliance with all FCC and FAA rules applicable to the registration and maintenance of their antenna structures constructed on the ground or on the roof of an AT&T-13STATE building. The CLEC must file for an FAA determination, if required, and is responsible for registering the structure with the FCC if required. A valid FCC Tower Registration must be provided to AT&T-13STATE prior to the commencement of any antenna structure construction. The CLEC is responsible for any lighting and painting of the structure specified by the FCC and must comply with all applicable rules and regulations. The tower must be inspected and maintained in good condition by the CLEC. The CLEC is responsible for removing the antenna structure at the end of their contract and must file for a cancellation of the FCC Tower Registration.

4.6 The CLEC is responsible for providing AT&T-13STATE with a copy of the FCC license for the designated spectrum with their physical collocation application(s). Once the CLEC’s microwave equipment has been placed, a copy of such license will be posted in an appropriate location. All AT&T-13STATE safety standards shall apply to the microwave entrance facility and associated antenna(e).

4.7 AT&T-13STATE Tower/Structure

4.7.1 Where space is available and where technically feasible, AT&T-13STATE will provide the CLEC with antenna mounting space on the AT&T-13STATE microwave tower or support structure where the CLEC’s physical collocation arrangement is located, if such tower or support structure exists and has sufficient space. A reasonable, cost-based monthly recurring charge will apply for use of this mounting space. If there is no existing support structure, and space is available and it is technically feasible to construct such a structure, the structure shall be constructed at CLEC’s expense.

4.7.1.1 If CLEC elects to do the work themselves through an AT&T-13STATE Tier 1 approved supplier, then the CLEC is responsible for the installation, maintenance, repair and removal of all of its microwave equipment. The CLEC is also responsible for the removal of its equipment and returning the property to its original condition within sixty (60) days of termination of use of the microwave entrance facility. If the CLEC does not perform the removal and restoration by the end of sixty (60) days, AT&T-13STATE may remove the equipment and restore the property at the CLEC’s expense on a time and materials basis.

4.7.1.1.1 AT&T-13STATE reserves the right to control the roof penetration activity, on a case by case basis.

4.7.1.2 If the CLEC chooses to personally secure its equipment, it must first submit a proposal and design for AT&T-13STATE’s approval.

4.7.1.3 Where AT&T-13STATE has provided the CLEC a physical collocation arrangement within the eligible structure, the CLEC’s radio equipment will be located in the CLEC’s dedicated physical collocation arrangement. AT&T-13STATE will allow both physical collocation of the CLEC’s equipment associated with its Microwave Entrance Facility on an ICB basis until such time as costs and permanent rates based upon those costs may be determined by AT&T-13STATE.

4.7.1.4 The CLEC is responsible for obtaining all permits and licenses required for the use of microwave equipment, and must furnish the documents to the Collocation Service Center (CSC) at the time they submit their collocation application. AT&T-13STATE must receive all copies of the required permits and license applications or grants pending before the

applicable regulatory bodies, before AT&T-13STATE will allow CLEC to install their microwave equipment. In the event the required licenses, if applicable, are not obtained by CLEC, all work activity must be discontinued and CLEC's equipment must be removed from the AT&T-13STATE's property. Mitigating circumstances will be evaluated on a case by case basis.

5. EQUIPMENT

- 5.1 The CLEC is responsible for providing a list of all microwave equipment to be installed to AT&T-13STATE with the application to use microwave as the transmission media to connect to a physical collocation arrangement. The microwave equipment selected by CLEC must meet NEBS Level 1 specifications and be installed in accordance with TP76300 and TP76400 guidelines. Requests for subsequent microwave equipment installation must be provided by the CLEC in the identical manner as all subsequent requests for equipment to be placed in collocation arrangements. All requests for microwave equipment will follow existing Equipment Review process and the CLEC will submit an Equipment Review Request Form (ERRF).
- 5.2 CLEC retains title to all microwave equipment installed pursuant to this Appendix Microwave.

6. LIABILITY

- 6.1 To the extent not previously covered by the applicable interconnection agreements, each Party will be responsible for any and all direct damages resulting from any harm to AT&T-13STATE or other CLEC's rooftop equipment or roof environment (as described in section 4.4) which is the direct result of its own activity on the rooftop of the Premises, including CLEC's installation, operation, or maintenance or AT&T-13STATE's inspection of the microwave and related equipment on the rooftop of the premises and as set forth in Section 5.1 ("Equipment") of this Appendix, or due to the actions or inaction, willful, or negligent, of the Party's own employees, suppliers, or contractors in connection with activity on the rooftop of the Premises.

7. ADDITIONAL TERMS AND CONDITIONS

- 7.1 In addition to other information required by this Appendix, the CLEC requesting microwave collocation will provide upon request, the following information before AT&T-13STATE can consider the CLEC's application for such collocation:
 - 7.1.1 The specific types of equipment the CLEC proposes to collocate in and on the CO, including but not limited to equipment discussed in section 4.1 and other sections of this Appendix.
 - 7.1.2 A description and diagram of how the CLEC proposes to use the microwave collocation arrangement, including the Z location(s) and the equipment proposed to be collocated in and for the provision of service. This information must include whether, and if so how, the arrangement, including the Z location(s) and equipment, will be used in and for interconnection of the CLEC's network to the AT&T-13STATE ILEC's network for the transmission and routing of telephone exchange service or exchange access or in and for access to the AT&T-13STATE ILEC's Unbundled Network Elements (UNEs) for the provision of telecommunications service. See also Sections 2.1, 3.1, 4.1, and other sections of this Appendix.
 - 7.1.3 Information that enables AT&T-13STATE to confirm that the Z location(s) are part of the CLEC's network as opposed to customer location. CLEC may provide one of the following: the azimuth and antennae location information, a description of the actual Z location(s) itself, or other mutually agreed upon information.
 - 7.1.4 CLEC agrees to work cooperatively with AT&T-13STATE to provide clarity concerning any of the information it provides pursuant to Section 9.

8. PREMISES

- 8.1 Appendix and Premises. CLEC will be required to execute a separate Appendix in the form of Exhibit 1 that identifies the AT&T-13STATE Premises, which is attached hereto and incorporated hereby and site drawings of the roof which reference the location of the antenna and conduit work associated with the placement of the Microwave Entrance Facility.

9. USE OF PREMISES

- 9.1 Use. The Premises, as identified in Exhibit 1 to this Appendix, may be used by CLEC for installation, operation, maintenance, repair and removal of Microwave Entrance Facility communications equipment, including radio frequency transmitting and receiving equipment, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and other appurtenant and necessary equipment placed by or on behalf of CLEC, and for no other purpose.
- 9.2 RF Compliance. CLEC agrees to comply with the Federal Communications ("FCC") radio frequency ("RF") exposure rules and requirements for RF exposure to humans (FCC OET 65 - current version). The CLEC must provide to AT&T-13STATE for review and approval prior to the installation of RF emission devices (antennas), a copy of a current RF Compliance Study showing that the general population exposure limits specified in FCC OET Bulletin 65 for the location(s) of CLEC's proposed antenna installation(s) are in compliance with the RF exposure rules and requirements. Prior to installation, CLEC will be responsible CLEC's Microwave Entrance Facilities, AT&T-13STATE and CLEC shall cooperate to determine whether such installation would cause the Property to exceed the FCC radiated power density maximum permissible exposure ("MPE") limits for workers and the general public. In the event excess radiated power densities occur with the additional use of AT&T-13STATE's Property by CLEC, then CLEC shall promptly correct the MPE to appropriate levels and/or implement reasonable measures at the Property, including restricting public access and posting signage and markings, in order for CLEC to fulfill its RF exposure obligations, provided AT&T-13STATE agrees to such measures. If CLEC fails to comply with this Section 2.2, AT&T-13STATE, as its exclusive remedy, may terminate the Appendix upon written notice.
- 9.3 Line of Sight: AT&T-13STATE will manage its rooftop space on a first-come, first-served basis. The Parties acknowledge that Microwave Entrance Facilities require an unobstructed line of sight and CLEC is responsible for making an unobstructed line of sight determination for each AT&T-13STATE premises that it requests to install Microwave Entrance Facilities. Unobstructed line of sight will be provided by AT&T-13STATE, where technically feasible, but AT&T-13STATE offers no guarantee that unobstructed line of sight is available for the AT&T-13STATE premises requested by CLEC. AT&T-13STATE will work cooperatively with CLEC in determining a suitable space for CLEC's equipment on the rooftop or other suitable exterior space for the requested AT&T-13STATE premises. If AT&T-13STATE requires a building enhancement or modification where structural reinforcement is not required, or, placement of additional equipment to meet this requirement that has no reasonably alternative placement available other than one that obstructs CLEC's existing line of sight, AT&T-13STATE will work cooperatively with CLEC to move the antenna mount or raise the height of the antenna mount. CLEC will be responsible for the costs of resultant lighting and/or marking additions or modifications required to meet FAA rules, as defined in AC 70/7460-1K or AC 70/7460-2K, or successor documents. AT&T-13STATE will not be responsible for moving CLEC's antenna(e) mount(s), if through no fault of its own, AT&T-13STATE determines that a vertical building addition is needed due to space exhaust in particular AT&T-13STATE premises. AT&T-13STATE shall notify CLEC six (6) months prior to the start of an AT&T-13STATE premises building addition so that CLEC can arrange, at its sole expense, for CLEC's AT&T-13STATE Tier 1 approved supplier to remove its Microwave Entrance Facilities from the AT&T-13STATE premises. Such notification will include construction drawings of the proposed addition, where available. AT&T-13STATE shall also have the obligation to notify CLEC six (6) months prior to the start of an AT&T-13STATE premises building addition during CLEC's application process.
- 9.4 If a third party requests to place Microwave Entrance Facilities equipment on the rooftop that obstructs CLEC's existing line of sight, the third party's application will be denied unless all three parties mutually agree to move CLEC's existing Microwave Entrance Facilities equipment to allow for a clear line of sight,

not to exceed the 20 foot height (6.1 meters) limitation required pursuant to Section 2.3 above. The costs and expenses to move CLEC's existing Microwave Entrance Facilities equipment will be borne by the third party requesting permission to place its own Microwave Entrance Facilities equipment.

10. PRE-DESIGN MEETING

10.1 Unless otherwise agreed to by the Parties, a pre-design meeting (which can be conducted by conference call if the Parties mutually agree) between AT&T-13STATE and CLEC will commence within a maximum of thirty (30) business days from AT&T-13STATE's receipt of CLEC's application for Microwave Entrance Facilities and CLEC's payment of the appropriate application fees and any other agreed upon fees. At the Pre-Design meeting, AT&T-13STATE and CLEC will agree to the preliminary design of the Microwave Entrance Facilities that will be used in conjunction with CLEC's physical collocation space and the equipment configuration requirements, as reflected in the application and affirmed in the collocation application for Microwave Entrance Facilities. After the Parties reach agreement on the preliminary design of the Microwave Entrance Facilities, this design will not be subject to unilateral changes. If subsequent site analysis demonstrates that the preliminary design must be altered, both Parties shall agree to any required changes. The provisioning intervals that will apply to AT&T-13STATE's provisioning of the requested roof space or suitable exterior space for CLEC's Microwave Entrance Facilities will be provided to CLEC during the pre-design meeting or as soon as possible thereafter. CLEC will submit for AT&T-13STATE's review and approval all design work information following the pre-design meeting. At this same pre-design meeting, the Parties will also discuss and agree to the preliminary design of CLEC's associated physical collocation space and the equipment configuration requirements for this space, as reflected in the collocation application for Microwave Entrance Facilities.

11. SECURITY ACCESS

11.1 Where a secured common corridor exists, AT&T-13STATE shall provide CLEC access to the roof twenty four (24) hours, seven (7) days per week, subject to AT&T-13STATE's access and security regulations, rules or policies.

CLEC shall not access any portion of the building not designated for CLEC's use or access. CLEC further covenants to exercise all due care so as not to interfere with any operations of AT&T-13STATE.

Notwithstanding the above, AT&T-13STATE shall have the right to change the access and security regulations, rules or policies from time to time, as long as CLEC is not deprived of physical access. Such changes could include, but not be limited to changing access from being through the common corridor to being through the use of the established escort process.

11.1.1 If no common corridor exists to access CLEC's Microwave Entrance Facilities, CLEC may request escorted access by using the standard Security Escort process that is in the AT&T-13STATE Physical Collocation Appendix.

12. ANTENNA PLACEMENT

12.1 CLEC and AT&T-13STATE will mutually agree to the placement of one (1) microwave antenna support structure with one (1) antenna within its designated rooftop space for it's A location, as set forth in the pre-approved drawings. Up to three (3) additional antennas may be installed on the existing microwave antenna support structure within its designated rooftop space, in conjunction with and consistent with all terms of this Appendix. Each antenna may be used for a single Z location. CLEC request to add such additional antennas to its existing microwave antenna support structure within its designated rooftop space will be treated as an augment request. All antennas placed under this agreement shall only be capable of point to point communication and shall not be capable of point to multi-point communication. In the future, CLEC may identify and request of AT&T consideration of new or more efficient antenna technologies for use in the microwave link. Such requests will not be unreasonably denied.

13. ANTENNA SUPPORT STRUCTURE LIGHTING AND MARKING

- 13.1 For lighting systems the annual charge will be determined by annualizing expected costs using a formula accounting for the mean time between failures of each lighting system component, costs of system component replacements - including a broad-gauge cost estimate for labor. The elements of cost determination will be updated every three (3) years.
- 13.2 For marking and/or lighting systems, AT&T-13STATE will periodically assess the condition of marking and/or lighting to ensure that it meets FAA requirements. If AT&T-13STATE reasonably determines that such marking and/or lighting does not meet FAA requirements, it will immediately notify CLEC and AT&T-13STATE will restore marking and/or lighting to its required condition and charge CLEC for same.
- 13.3 CLEC will be responsible for all costs of supplying all power associated with the antenna lighting and marking. This includes infrastructure, and associated monthly charges.

14. UTILITY CONNECTIONS

- 14.1 All Microwave Entrance Facility power requirements will be provided through the CLEC's collocation arrangement.

15. CO-DEVELOPMENT

- 15.1 Notwithstanding any other provision of this Appendix, CLEC hereby acknowledges that AT&T-13STATE may have existing Microwave Entrance Facilities of its own, or of other tenants or CLEC's on or at AT&T-13STATE's Property, and/or AT&T-13STATE may desire from time to time throughout the Appendix term to enter into agreements with other Microwave Entrance Facility providers for the installation, operation and maintenance of communications facilities on or at AT&T-13STATE's property. Providers of Microwave Entrance Facilities shall hereinafter be referred to as CLECS. Where applicable and to the extent possible, subject however to CLEC's rights of non-interference set forth hereunder, CLEC shall cooperate with AT&T-13STATE and all other CLECs so as to reasonably accommodate the needs and requirements of such CLECs with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to AT&T-13STATE's property including utility connections and access. CLEC shall use its best efforts to coordinate with AT&T-13STATE and other CLECs when requested with respect to determining the location of the CLEC's premises, plans and specifications for installation, seeking permits, utility connections and access and shall make or permit to be made all reasonable adjustments or alterations to its existing facilities or improvements to accommodate the needs of CLECs; provided that CLEC shall not incur costs and expenses which are not otherwise reimbursed or for which there is no consideration.

16. EQUIPMENT REMOVAL

- 16.1 If, at any time, AT&T-13STATE determines that any of CLEC's Microwave Entrance Facilities or equipment; or the installation of CLEC's Microwave Entrance Facilities or equipment does not meet the requirements outlined in this Appendix, AT&T-13STATE will provide written notice of its determination and documentation supporting such determination to CLEC. If CLEC fails to correct any non-compliance with these standards, fails to demonstrate to AT&T-13STATE's reasonable satisfaction that the Microwave Entrance Facilities equipment is compliant or fails to file a dispute pursuant to the dispute resolution section of the underlying Agreement within thirty (30) calendar days written notice to AT&T-13STATE, AT&T-13STATE may have the Microwave Entrance Facilities or equipment removed or the condition corrected at CLEC's expense. The removal of CLEC's Microwave Entrance Facilities or equipment must be performed by an AT&T-13STATE Tier 1 approved supplier. If CLEC no longer needs, or vacates its Microwave Entrance Facilities, CLEC will be required to hire AT&T-13STATE's approved supplier to remove CLEC's Microwave Entrance Facilities and restore the roof of the AT&T-13STATE premises to its original condition, excluding normal wear and tear, pursuant to terms and conditions of Section 21.

17. INTERFERENCE WITH COMMUNICATION

- 17.1 CLEC's Microwave Entrance Facilities shall not disturb or interfere with the communications configurations, equipment and frequency that exist on AT&T-13STATE's property on Commencement Date ("Pre-existing Communications") and CLEC's Microwave Entrance Facilities shall comply with all noninterference rules of the FCC. CLEC shall use best efforts to cause the immediate termination of any interference or disruption to AT&T-13STATE's Pre-existing Communications. If, despite CLEC's best efforts, the interference or disruption to AT&T-13STATE's Pre-existing Communications continues and can reasonably be attributed to CLEC's operations, then CLEC shall immediately cease any and all operations on the Premises until such time as the interference is corrected to AT&T-13STATE's reasonable satisfaction. If CLEC cannot permanently correct such interference to AT&T-13STATE's satisfaction within ten (10) business days following CLEC's receipt of the initial written notice of such interference (or if the cure shall reasonably require a longer period of time, then failure to cure within such period of time), then AT&T-13STATE may thereafter require CLEC to cease its microwave operations at the impacted location. If CLEC is required to cease its microwave operations at the impacted location, then upon CLEC's request, AT&T-13STATE will provision type 2 terrestrial facilities at CLEC's expense.
- 17.2 AT&T-13STATE shall not permit (and shall not permit any third party) the use of any portion of AT&T-13STATE's property in a way which materially or adversely interferes with the rights of CLEC hereunder, subject to AT&T-13STATE's superior right to use and operate AT&T-13STATE's property for its benefit. If any such interference occurs, CLEC shall notify AT&T-13STATE. Without limiting any of CLEC's rights or remedies under this Agreement or applicable Laws, upon receipt of such notice, AT&T-13STATE shall take such reasonable and appropriate action to cause such interference to cease, and if such interference is caused by a third party whose grant of rights is later in time than this Agreement, then AT&T-13STATE must take all necessary steps to remove the interference or terminate that third party grant of rights. AT&T-13STATE and CLEC agree to cooperate and use reasonable best efforts to minimize any interference or disruption of either party's operations on AT&T-13STATE's property.
- 17.3 The CLEC is responsible for coordinating the interference testing of the microwave antenna arrangement. The CLEC must hire at its sole expense a mutually agreeable communications engineering firm to perform the interference testing. In the event that the CLEC's supplier determines that in its opinion AT&T-13STATE is responsible for the interference, the CLEC shall contact their AT&T-13STATE representative who will determine the cause of the interference and who is responsible for it. Otherwise, all discrepancies are the sole responsibility of the CLEC.

18. TAXES

- 18.1 CLEC shall pay prior to delinquency all taxes, charges or other governmental impositions assessed against or levied upon the Equipment, as set forth in Section 5.1 of this Appendix. Whenever possible, CLEC shall cause all such items to be assessed and billed separately from the property of AT&T-13STATE. In the event any such items shall be assessed and billed with the property of AT&T-13STATE, CLEC shall pay AT&T-13STATE its share of such taxes, charges or other governmental impositions within thirty (30) days after AT&T-13STATE delivers a statement and a copy of the assessment or other documentation showing the amount of such impositions applicable to CLEC's property.

19. TERMINATION

- 19.1 By CLEC: This Appendix or any attachment hereunder may be terminated without further liability on thirty (30) business days prior written notice:
- (i) upon a default of any covenant, condition, or term hereof by AT&T-13STATE, which default is not cured within sixty (60) business days of receipt of written notice of default;
 - (ii) in the event CLEC is unable to maintain after making reasonable and diligent efforts, licenses, permits or other approvals necessary for the construction or operation of CLEC's Microwave Entrance Facilities;

- (iii) if CLEC is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies.
- 19.2 **By AT&T-13STATE:** This Appendix may be terminated without further liability, and/or AT&T-13STATE may elect to deny approval to enter into any new Appendix on thirty (30) business days prior written notice:
- (i) upon a default of any covenant, condition, or term hereof (including the terms of this Appendix by CLEC, which default is not cured or is undergoing dispute resolution, under the ICA within sixty (60) business days of receipt of written notice of default;
 - (ii) in the event CLEC is unable to maintain after making reasonable and diligent efforts, licenses, permits or other approvals necessary for the construction or operation of CLEC's Microwave Entrance Facilities;
 - (iii) if CLEC is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies;
 - (iv) if CLEC shall fail to permanently terminate interference as required under Section 18.

20. SURRENDER

- 20.1 Upon the expiration or termination of the applicable Appendix, CLEC shall surrender the Premises to AT&T-13STATE in its original condition and in good order and repair, less ordinary wear and tear. CLEC shall repair at its expense any and all damages caused by removal of CLEC's Microwave Entrance Facilities, or by the use, operation or placement of its Microwave Entrance Facilities, including the antenna support structure on the Premises to AT&T-13STATE's reasonable satisfaction. In the event CLEC fails to remove its Microwave Entrance Facilities equipment, including the antenna support structure, AT&T-13STATE shall have the right to retain such Microwave Entrance Facilities equipment, including the antenna support structure and all rights of CLEC with respect to it shall cease. CLEC shall be liable to AT&T-13STATE for all costs of removal, restoration of the Premises, and the costs of storage, transportation, sale or other disposition of such Facilities incurred by AT&T-13STATE.

21. DESTRUCTION OF PREMISES

- 21.1 If the Premises or AT&T-13STATE's Property is destroyed or damaged so as in CLEC's judgment to hinder its effective use of the Premises, CLEC may elect to terminate its microwave collocation at the impacted Property as of the date of the damage or destruction by so notifying AT&T-13STATE no more than thirty (30) business days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of the applicable microwave collocation shall cease as of the date of the damage or destruction.

22. CONDEMNATION

- 22.1 If a condemning authority takes all of AT&T-13STATE's Property, or a portion, which in CLEC's opinion is sufficient to render the Premises unsuitable for CLEC's use then the applicable microwave collocation shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding, since CLEC has no property interest in AT&T-13STATE's Property, CLEC shall not be entitled to make a claim against the condemning authority or AT&T-13STATE for just compensation for any property interest or bonus value of this Appendix. However, CLEC may make a separate claim against the condemning authority for compensation of CLEC's Microwave Entrance Facilities and relocation expenses. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

23. MISCELLANEOUS

- 23.1 Severability. If any provision of this Appendix is invalid or unenforceable with respect to any party the remainder of this Appendix or the application of such provision to persons other than those as to whom it is

held invalid or unenforceable, shall not be affected and each provision of this Appendix shall be valid and enforceable to the fullest extent permitted by law.

- 23.2 No Offer. Under no circumstances shall delivery of this Appendix be deemed to create an option or reservation for the benefit of CLEC unless and until this Appendix has been duly executed by AT&T-13STATE. This Appendix shall become effective and binding only upon full execution by both parties hereto and delivery of a signed copy to CLEC. AT&T-13STATE reserves the right to reject this Appendix any time prior to delivery of a fully executed copy of this Appendix to CLEC. No act or omission of any agent or employee of AT&T-13STATE or AT&T-13STATE's broker or managing agent shall alter, change or modify any of the provisions of this paragraph.

24. IF AT&T-13STATE CONTRACTS FOR THE DESIGN AND CONSTRUCTION DRAWINGS AND THE CONSTRUCTION OF CLEC MICROWAVE ENTRANCE FACILITIES

- 24.1 Contractors. AT&T-13STATE will select the architect, engineer(s), space planners and other contractors (herein collectively called "Suppliers") to do the Work.
- 24.2 Preliminary Plans. Within thirty (30) business days of the pre-design meeting and receipt of CLEC's design specifications, AT&T-13STATE shall provide CLEC with an estimate of the cost to prepare the preliminary design and construction drawings. Within thirty (30) business days of receipt of CLEC's first 50% payment of the estimated cost for the preparation of the preliminary design and construction drawings, AT&T-13STATE shall prepare the preliminary site plans ("Site Plans") for the placement of CLEC's Microwave Entrance Facilities and Improvements on the Premises. AT&T-13STATE shall submit the Site Plans to CLEC for CLEC's consent, which consent shall be limited to technological matters and may not be unreasonably conditioned or denied. CLEC shall either consent or deny consent to the Site Plans within twenty (20) business days of receiving the Site Plans. If CLEC denies consent of the Site Plans, CLEC shall provide AT&T-13STATE with sufficient information and detail to enable AT&T-13STATE to make necessary changes to the Site Plans within twenty (20) business days of such denial. Any revised Site Plans shall be submitted to CLEC for consent in the manner set forth above. The final 50% payment for the preliminary design and construction drawings must be paid to AT&T-13STATE prior to job construction.
- 24.3 Construction Drawings. Within ten (10) business days following issuance of all governmental approvals entitling CLEC to install and operate its Microwave Entrance Facilities on the Premises (excepting building permits), CLEC shall furnish AT&T-13STATE any additional information reasonably requested by AT&T-13STATE for the preparation by AT&T-13STATE's Suppliers of working drawings and specifications ("Construction Drawings") which Construction Drawings shall be consistent with the approved Site Plans. AT&T-13STATE shall prepare the Construction Drawings, and shall submit them to CLEC within thirty (30) business days after CLEC has furnished AT&T-13STATE with all requested information. Within ten (10) business days after the Construction Drawings prepared by AT&T-13STATE's architect, engineer or space planner are submitted to CLEC, CLEC shall approve or disapprove the Construction Drawings, which approval shall not be unreasonably conditioned or denied. CLEC shall either approve or disapprove the Construction Drawings within ten (10) business days of receiving such Construction Drawings. If CLEC disapproves of the Construction Drawings, CLEC shall provide within ten (10) business days AT&T-13STATE with sufficient information and detail to enable AT&T-13STATE to make appropriate changes to the Construction Drawings Plans. Any revised Construction Drawings shall be submitted to CLEC for approval in the manner set forth above. If AT&T-13STATE and CLEC cannot agree and approve of the Construction Drawings within thirty (30) business days of the initial submission to CLEC, then either party may request dispute resolution pursuant to the underlying Agreement.
- 24.4 CLEC agrees and understands that AT&T-13STATE does not represent, warrant, guarantee, nor shall AT&T-13STATE be responsible for the correctness or accuracy of any Site Plans or Construction Drawings prepared by Contractors, including whether such documents are free from error, defect or deficiency in design or engineering. However, AT&T-13STATE will use its best efforts to ensure that all inputs and specifications provided by AT&T-13STATE in conjunction with the preparation of such Site Plans or Construction Drawings will be free from error, defect or deficiency in design or engineering.

- 24.5 Work Appendix and Construction Costs Appendix (Work Appendix). No later than ten (10) business days following agreement on the Construction Drawings and payment by CLEC of the remaining 50% due AT&T-13STATE for the Site Plans and Construction Drawings, AT&T-13STATE shall submit to CLEC a proposed Work Appendix and construction estimates for the Work ("Work Appendix"). The Work Appendix shall include outside dates for certain "milestones" in the construction process, including without limitation, the outside date for each of the following:
- (i) procurement of all necessary building permits,
 - (ii) delivery of CLEC's Microwave Entrance Facilities,
 - (iii) commencement of construction of Improvements,
 - (iv) commencement of installation of CLEC's Microwave Entrance Facilities, and
 - (v) substantial completion of the Work.
- CLEC shall have ten (10) business days after receipt of the Work Appendix to approve it, which approval shall not be unreasonably withheld. If CLEC fails to approve the Work Appendix within the ten (10) business day period, the Work Appendix shall be deemed approved or, at AT&T-13STATE's option this Work may be terminated with CLEC responsible for all costs incurred. If CLEC disapproves the Work Appendix (or any portion of it), AT&T-13STATE and CLEC shall use their respective good faith best efforts to resolve any disagreement, provided that the Work is consistent with the approved Site Plans and Construction Drawings. Either Party may request dispute resolution pursuant to the underlying agreement.
- 24.6 Special Security Construction. If AT&T-13STATE reasonably determines that new secured access to the Microwave Entrance Facilities is necessary and CLEC prefers to obtain such secured access rather than uses escorts, the costs associated with the construction of such access shall be assessed as an ICB charge with fifty percent (50%) of the estimated charges billed by AT&T-13STATE at the time CLEC submits its collocation application requesting Microwave Entrance Facilities, with the final 50% of the estimated charges paid prior to job completion.
- 24.7 AT&T-13STATE's Best Efforts. AT&T-13STATE shall use best efforts to meet each of the milestones stated in the approved Work Appendix. When it is evident that any milestone will not be met, AT&T-13STATE shall deliver to CLEC written notice of AT&T-13STATE best estimate of when the milestone and all other subsequent milestones will be met.
- 24.8 All estimates provided by AT&T-13STATE to CLEC shall be valid for thirty (30) calendar days from issuance and CLEC shall accept, reject or request changes within such time period, unless an extension is requested in writing by CLEC and granted by AT&T-13STATE. To accept the estimate prepared by AT&T-13STATE, CLEC shall submit their signed acceptance of the quote letter along with the first fifty percent (50%) of the total estimated charges to AT&T-13STATE. The final 50% of the total estimated charges must be submitted to AT&T-13STATE prior to job completion and turnover. A true-up of the estimated charges will be completed within one hundred twenty (120) calendar days after space completion for the Microwave Entrance Facilities.
- 24.9 Construction. Upon receipt of CLEC's first fifty percent (50%) payment for the total construction costs for each application, AT&T-13STATE shall manage, coordinate, and cause the Work to be performed by and through the AT&T-13STATE approved Suppliers. CLEC shall cooperate with AT&T-13STATE in any reasonable manner in its efforts to commence and complete the Work. AT&T-13STATE shall require the Suppliers to perform the Work in a good workmanlike manner, in accordance with the approved Construction Drawings and in compliance with all applicable laws, codes, regulations and governmental permit and authorization requirements. AT&T-13STATE shall also require that the Suppliers under AT&T-13STATE's control meet the approved Work Appendix.
- 24.10 Change Orders. Any changes requested by AT&T-13STATE, CLEC or Supplier shall be subject to the following provisions:
- (i) No material changes to the approved Construction Drawings, Estimate, or Work Appendix shall be made without the prior written approval of the AT&T-13STATE and CLEC, which approval shall not be unreasonably withheld, conditioned or delayed;

- (ii) Any request for a material change shall be accompanied by AT&T-13STATE's estimate of any increase or decrease to the approved Estimate, or changes to the approved Work Appendix;
- (iii) Changes to any Construction Drawings shall be in writing and shall be signed by both the AT&T-13STATE and CLEC prior to implementation of the change;
- (iv) As soon as reasonably possible after receipt of a written change request from either party, the AT&T-13STATE or CLEC who receives a request to make a change shall have up to five (5) business days to approve or disapprove of the request. If such party fails to respond within the five (5) business day period, the request and associated amended Estimate shall be deemed approved;
- (v) As a condition for commencing Work related to the approved change request and amended cost, CLEC shall pay AT&T-13STATE the increase (if any) between the amended Estimate and the original Estimate as an advance payment.

25. IF CLEC CONTRACTS FOR DESIGN AND CONSTRUCTION DRAWINGS AND CONSTRUCTION DIRECTLY WITH THE AT&T-13STATE APPROVED SUPPLIER

- 25.1 CLEC shall provide AT&T-13STATE with CLEC's proposed design and construction Appendix and the AT&T-13STATE's Supplier they have agreed to use.
- 25.2 CLEC shall provide AT&T-13STATE the Site Plan prepared by an AT&T-13STATE's Supplier for AT&T-13STATE's approval, which will not be unreasonably withheld.
- 25.3 Upon AT&T-13STATE's approval of the Site Plan, CLEC shall have an AT&T-13STATE's Supplier prepare the construction drawings for AT&T-13STATE's approval, which will not be unreasonably withheld.
- 25.4 Upon approval by AT&T-13STATE, CLEC may commence construction of its Microwave Entrance Facilities, provided CLEC provides AT&T-13STATE with a copy of the building permit.
- 25.5 Change Orders. Any changes requested by AT&T-13STATE, CLEC, Contractor or Supplier shall be subject to the following provisions:
 - (i) No material changes to the approved Construction Drawings, Estimate, or Work Appendix shall be made without the prior written approval of the AT&T-13STATE and CLEC, which approval shall not be unreasonably withheld, conditioned or delayed;
 - (ii) Any request for a material change shall be accompanied by AT&T-13STATE or CLEC's estimate of any increase or decrease to the approved Estimate, or changes to the approved Work Appendix;
 - (iii) Changes to any Construction Drawings shall be in writing and shall be signed by both the AT&T-13STATE and CLEC prior to implementation of the change;
 - (iv) As soon as reasonably possible after receipt of a written change request from either party, the AT&T-13STATE or CLEC who receives a request to make a change shall have up to five (5) business days to approve or disapprove of the request. If such party fails to respond within the five (5) business day period, the request and associated amended Estimate shall be deemed approved;
- 25.6 Reimbursement to AT&T-13STATE for AT&T-13STATE Employees and AT&T-13STATE Suppliers Time. This charge shall equal the sum of the hourly charges for the AT&T-13STATE Supplier(s) employed by AT&T-13STATE and AT&T-13STATE employees to review (a) CLEC's Site Plans and Construction Drawings for the Microwave Entrance Facilities, (b) CLEC's permitting materials to obtain the necessary permits for the operation of CLEC's Microwave Entrance Facilities and (c) if CLEC directs and performs the work, supervision of CLEC's approved suppliers and contractors during construction. These costs include, but are not limited to, reasonable associated travel costs incurred by AT&T-13STATE Suppliers and employees by AT&T-13STATE, employees.

The estimated amount shall be invoiced to CLEC at the time the Work Appendix is provided to CLEC and payment by CLEC shall be under the same terms and conditions as stated in paragraph 24.2 of this Appendix. AT&T-13STATE shall seek pre-approval from CLEC via written notice for an increase in its good-faith estimate. CLEC shall have thirty (30) days to either accept the new estimate or to inform AT&T-

13STATE that it wishes to cancel its application. CLEC shall be responsible for payment of all pre-approved costs incurred by AT&T-13STATE up to the point when the cancellation is received.

- 25.7 Supervision of CLEC's Supplier. This charge shall equal the sum of the hourly charges of any AT&T-13STATE employees or AT&T-13STATE Suppliers that are employed by AT&T-13STATE to reasonably monitor the microwave antenna support structure design and installation performed by CLEC's Supplier, if AT&T-13STATE, at AT&T-13STATE's discretion, determines that such supervision is necessary. The fee for supervision by an AT&T-13STATE employee or AT&T-13STATE Supplier employed by AT&T-13STATE shall be assessed as an ICB charge and billed by AT&T-13STATE immediately following the charges being incurred.
- 25.8 Bonding and Grounding. CLEC's AT&T-13STATE approved Supplier will be responsible for provisioning the grounding and bonding of CLEC's Microwave Entrance Facilities and any additional rooftop grounding necessary to protect AT&T-13STATE's equipment or other occupants' equipment located in the AT&T-13STATE premises. Collocated Microwave Entrance Facility equipment must comply with extraordinary bonding and grounding requirements, pursuant to AT&T-13STATE's technical publications, specifically TP76200 and TP76300. These requirements may necessitate the utilization of additional interior central office floor space to accommodate the requested arrangement than would normally be required to accommodate an equal quantity of telecommunications equipment racks that would not be subject to these bonding and grounding requirements. When bonding and grounding requirements necessitate the utilization of floor space in excess of the requested physical collocation space, floor space charges will be based upon the additional amount of floor space required to accommodate the requested collocated equipment arrangement.

26. TITLE TO FACILITIES AND IMPROVEMENTS

- 26.1 Title to CLEC's Microwave Entrance Facilities and outdoor and indoor radio units, cabling, grounding equipment, antennas, masts, sled mounts and conduit (with the exception of external grounding equipment) shall remain with the CLEC as the property of CLEC and shall not become fixtures to AT&T-13STATE's Property.
- 26.2 Equipment Safety Requirements. CLEC's Microwave Entrance Facilities and outdoor and indoor radio units, cabling, grounding equipment, antennas, masts, sled mounts and conduit must comply with all industry safety codes and the following specific safety requirements:
- Telcordia Network Equipment Building System (NEBS) Requirements, Criteria Level 1, as outlined in Telcordia Special Report SR-3580, Issue 1
 - FCC OET Bulletin 65, dated 08/97
 - AT&T-13STATE Engineering and Installation Standards
 - American National Standards Institute:
 - Telecommunications – Electrical Protection of Communications Towers and Associated Structures ANSI T1.334-2002
 - Telecommunications – Electrical Protection of Telecommunications Central Offices and similar Type Facilities, ANSI T1.313-2003
 - All federal, state, and local codes for the specific area. For example, national building codes such as the Uniform Building Code (UBC), Building Officials and Code Administration (BOCA), and the Southern Building Code Congress International (SBCCI), when adopted by the local municipality as the code of record for that area.

27. CLOSEOUT

- 27.1 If CLEC contracts directly for the design and construction drawings, CLEC shall provide AT&T-13STATE, at no cost to AT&T-13STATE, with record drawings ("Record Drawings") ninety (90) days after the substantial completion of the Work at the site. The Record Drawings shall be prepared based on as-built

drawings provided to the CLEC or its agents by the Supplier. CLEC shall provide AT&T-13STATE the Record Drawings in the following formats:

- a) One set saved in AutoCAD 2000i on CD-ROM.
- b) Three sets of full size blueprints or bond prints.
- c) Two sets of half size bond prints.

NOTE: If CLEC fails to provide complete as built Record Drawings within the 90 day interval, AT&T-13STATE will provide CLEC fifteen (15) days written notice that failure to provide such Record Drawings is grounds for termination pursuant to Section 21.2(i) of this Appendix, such failure shall be deemed a breach of the Appendix, and AT&T-13STATE will have the option of terminating the microwave collocation application. All costs incurred to be paid by CLEC or to contract an approved supplier to create the required drawings and all charges will be billed to the CLEC. AT&T-13STATE will contact the CLEC before the application is terminated.

28. COOPERATION

- 28.1 AT&T-13STATE and CLEC each shall cooperate and diligently assist the Contractors and Suppliers in the completion and performance of the Work.

29. WALKTHROUGH

- 29.1 Within five (5) business days following substantial completion of the Work, AT&T-13STATE and CLEC shall conduct a walkthrough of the Premises, including testing of the CLEC's Microwave Entrance Facilities, and shall jointly complete a list of outstanding items needing additional work, adjustment or correction. AT&T-13STATE or CLEC, depending on who contracts for the design and construction drawings and construction, shall cause the Contractors and Suppliers, as appropriate, to complete all outstanding items within ten (10) business days following the walkthrough, or agreed upon timeline by both parties. Once the Contractors and Suppliers, as the case may be, have given notice of the completion of the outstanding items, AT&T-13STATE and CLEC shall conduct another walkthrough and testing of CLEC's Microwave Entrance Facilities to determine if the list of outstanding items have been completed.

30. SUBSEQUENT ALTERATIONS

- 30.1 Any alterations, or modifications to the agreed upon Microwave Entrance Facilities arrangement shall be subject to the terms and conditions set forth in this Appendix.

EXHIBIT I DESCRIPTION OF PREMISES

The Premises consist of those specific areas described/shown below where CLEC's Microwave Entrance Facilities communications antennae and equipment occupy AT&T-13STATE's property. The Premises and the associated utility connections and access, including rights of ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by AT&T-13STATE, after consulting CLEC, at the time of construction to reasonably accommodate sound engineering criteria and the physical features of AT&T-13STATE's property.

A final drawing or copy of a property survey depicting the above will replace this Exhibit I when initialed by AT&T-13STATE.

Notes:

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by CLEC.
2. Setback of the Premises from the AT&T-13STATE's boundaries shall be the distance required by the applicable government authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.

EXHIBIT II
LIST OF APPROVED CONTRACTORS AND SUPPLIERS

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

This Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan")¹ and XO Communications Services, Inc. ("CLEC").

WHEREAS, AT&T Michigan and CLEC are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission ("MPSC" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement"); and

WHEREAS, AT&T Michigan and CLEC desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended 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.

2. TREATMENT OF PRIOR AMENDMENT TO THE AGREEMENT

- 2.1 The AMENDMENT TO INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 that was effective February 14, 2007 ceases to be effective upon the Amendment Effective Date of this Amendment.

3. AMENDMENT TO THE AGREEMENT

- 3.1 The Agreement is hereby amended to clarify certain aspects of the Agreement, as follows:
 - 3.1.1 Section 4.1.4 of Schedule 9.2.1, Local Loops, is amended (i) to replace the term "4-Wire Digital Loop" with "DS1 Digital Loop"; and (ii) to add the following sentence at the end of the provision: "A DS1 Loop requires the use of a DS1 cross connect with a digital test access unit ("DTAU"); no other cross connect can be used with a DS1 Loop."
 - 3.1.2 Section 1.1 of Schedule 9.2.2, Interoffice Transmission Facilities, is amended to add the following: "DS1 Dedicated Transport requires the use of a DS1 cross connect with a digital test access unit ("DTAU"); no other cross connect can be used with DS1 Dedicated Transport."
 - 3.1.3 The following change is made to page 1 of 14 of Attachment A, Exhibit A Pricing Schedule, U-13531 AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996, under the heading "Unbundled Loops" and, below that, the subheading "Digital", references to "4W Digital" are replaced with the term "DS1 Loop".
 - 3.1.4 The following change is made to page 6 of 14 of Attachment A, Exhibit A Pricing Schedule, U-13531 AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the name "AT&T Michigan".

THE TELECOMMUNICATIONS ACT OF 1996: under the heading "Cross Connects", (i) the word "Analog" is added after the term "4-Wire"; (ii) the recurring price for "DS1"; is changed from \$16.46 to \$6.89.

- 3.1.5 The following change is made to page 11 of 14 of Attachment A, Exhibit A Pricing Schedule, U-13531 AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996: under the heading "Enhanced Extended Loop (EEL)", the following will be added after the second sentence in the "Note": "A DS1 EEL also includes both a DS1 Loop cross-connect and DS1 Dedicated Transport cross-connect, each of which require a DTAU."
- 3.2 A new section is added to the General Terms and Conditions of the Agreement as follows: Notwithstanding any lesser obligation in the Agreement, AT&T Michigan and CLEC shall each absolutely forbear (and shall absolutely forbear from encouraging or supporting any party or interested person in any manner whatsoever) from seeking or bringing any proceeding related in any way to whether CLECs can order a 4-wire digital cross connect for use with a digital loop, whether AT&T Michigan can bundle or otherwise require the use of Digital Test Access Units ("DTAUs") with 4-wire or DS1 cross connects for use with a digital loop or DS1 cross connects for use with DS1 Dedicated Transport or DS1 cross connects for use with DS1 EELs, whether such practice is a violation of state and/or federal law, whether AT&T Michigan is required to provision 4-wire or DS1 cross connects for DS1 loops, DS1 Dedicated Transport, or DS1 EELs without DTAUs, and whether AT&T Michigan must refund amounts paid by CLEC to AT&T Michigan as the result of AT&T Michigan's bundling or requiring the use of DTAUs with 4-wire or DS1 cross connects for DS1 loops, DS1 Dedicated Transport, or DS1 EELs (including, without limitation, by communicating with the MPSC or its Staff or any party, entity or interested person about initiating any such proceeding). A party, entity or interested person shall include, without limitation, any present or future entity affiliated with AT&T Michigan and CLEC, respectively. To the extent any such proceeding is for whatever reason initiated, AT&T Michigan and CLEC recognize, acknowledge and agree that any decision arising from said docket(s) (including any appeals thereof) shall not affect in any way the rate of \$6.89 in the Pricing Schedule under the heading "Cross Connects", it being specifically agreed that they will abide by the rate without regard or reference to any decision or order arising from said docket(s). The limitations in this paragraph shall apply only in Michigan. The limitations set forth in this paragraph regarding the rate of \$6.89 shall not apply to an MPSC generic rate or cost proceeding (i.e., the proceeding applies to AT&T Michigan and all or substantially all CLECs in the State of Michigan) initiated and conducted no earlier than January 31, 2010; the resulting rates from such a proceeding shall be reflected in the Agreement pursuant to the terms and conditions thereof, and, irrespective of the MPSC's order in such a proceeding, shall apply no earlier than January 31, 2010.
- 3.2.1 Section 3.2 above shall be deemed to be automatically incorporated into and become a part of, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between AT&T Michigan and CLEC for the period indicated in Section 3.2, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights or otherwise. Any inconsistencies between Section 3.2 and other provisions of the current ICA or future interconnection agreement(s) between the parties will be governed by Section 2.2 unless expressly superseded by a future amendment between the Parties that references this Amendment and Section 3.2, and then only to the extent specified in any such future amendment.
- 3.2.2 Nothing in this Amendment expands, contracts, or otherwise affects either AT&T Michigan's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

4. AMENDMENT EFFECTIVE DATE

- 4.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the MPSC under Section 252(e) of the Act or, absent such MPSC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date").

5. TERM OF AMENDMENT

5.1 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. This Amendment does not extend the term of the Agreement.

6. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

6.1 No aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(j) of Title 47, United States Code.

7. RESERVATIONS OF RIGHTS

7.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Application of SBC Michigan for a consolidated change of law proceeding to conform 251/252 interconnection agreements to governing law pursuant to Section 252 of the Communications Act of 1934, as amended*, MPSC Case No. U-14305, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004).

7.2 The provisions of this Amendment shall not be construed as or deemed to be a precedent with respect to any issue, principle, or interpretation or application of law and regulations, for any purpose or in connection with any proceeding before a court of law or any state or federal government regulatory body.

8. MISCELLANEOUS

8.1 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.

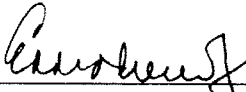
8.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by it's duly authorized representative.

XO Communications Services, Inc.

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

By: 

By: 

Printed: Heather B. Gold

Printed: Eddie A. Reed, Jr.

Title: SVP-External Affairs

Title: Director – Interconnection Agreements

Date: May 29, 2008

Date: 6-11-08

RESALE OCN # 2796
UNE OCN # 4125
SWITCH-BASED OCN # 4125

ACNA: TQW

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
XO COMMUNICATIONS SERVICES, INC.**

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company¹ d/b/a AT&T Michigan ("AT&T Michigan") and XO Communications Services, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated October 30, 2001 (the "Agreement"); and

WHEREAS, AT&T, members of the CLEC community and representatives of the state Commissions staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in collaborative Six Month Review sessions over a period of fourteen months for the purpose of agreeing to modifications to the current Commission-approved/ordered Performance Measures and Remedies Plan for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Six Month Review"); and

WHEREAS, that Six Month Review resulted in an agreed upon Plan, subsequently approved by the state Commission; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement that Six Month Review Plan by updating the existing performance measures and remedies provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by replacing the existing performance measures and remedies provisions of the underlying Agreement with the new Appendix Performance Measures attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 2.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions.

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
6. **Reservation of Rights.** In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

XO Communications Services, Inc.

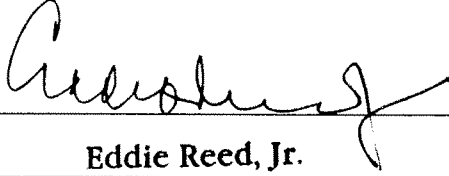
By: 

Printed: Heather B. Gold

Title: SVP-External Affairs
(Print or Type)

Date: 11/8/07

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

By: 

Printed: Eddie Reed, Jr.

Title: Director-Contract Management

Date: 11-16-07

Resale AECN # 2796

UNE AECN # 4125

Facilities Based AECN # 4125

ACNA TQW

APPENDIX PERFORMANCE MEASUREMENTS

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INTRODUCTION.....1

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **AT&T MIDWEST REGION 5-STATE** means the AT&T ILEC as identified in the General Terms and Conditions operating in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The performance measurements and remedy plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T MIDWEST REGION 5-STATE** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and State Commission decisions/regulations, tariffs, and within this interconnection agreement.
- 1.2 **Performance Measurements** means the set of performance measurements approved by the specific State Commission in the state-specific proceeding(s) listed in Section 1.8 below. The first set of measurements effective under this agreement is that first submitted in the proceeding listed in Section 1.8 below after October 15, 2007. For purposes of implementation, such measures shall be effective as of December 1, 2007 for performance beginning with December 2007 results. Except for Michigan, where these measurements will be in effect with the first full month of performance after Commission approval of the measures.
- 1.3 **AT&T Midwest Remedy Plan** means the first remedy plan filed for State Commission review and approved in the state-specific proceeding listed in Section 1.8 below on or after October 15, 2007. For purposes of implementation, that remedy plan shall be effective as of December 1, 2007 for performance beginning with December 2007 results. Except for Michigan, where the remedy plan will be in effect with the first full month of performance after Commission approval of the measures.
- 1.4 Any subsequent Commission-approved additions, modifications and/or deletions to the Performance Measurements shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed-to by the Parties.
- 1.5 Any future Commission-ordered additions, modifications and/or deletions to the AT&T Midwest Performance Remedy Plan (and its supporting documents) in the proceedings or under the Rule as listed in Section 1.8 below, or any successor proceeding or Rule, to which no Party has objected, shall be incorporated into this Interconnection Agreement by amendment subject to the terms and conditions of this Interconnection Agreement only if the Parties agree to such amendment in writing. This requirement for agreement of the Parties does not extend to any Commission-ordered changes to a remedy obligation specifically contemplated by the Plan, including, but not limited to waiver of liability due to force majeure or CLEC-caused misses. Such changes to the remedy obligations shall apply upon Commission decision, regardless whether a CLEC participates in the Commission proceeding resulting in such remedy obligation change or specifically agrees to such change.
- 1.6 **AT&T MIDWEST REGION 5-STATE**'s agreement to implement this Performance Measurements Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **AT&T MIDWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **AT&T MIDWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T MIDWEST REGION 5-STATE**'s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this Performance Measurements Plan agrees that **AT&T MIDWEST REGION 5-STATE**'s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Nothing herein shall be interpreted to be a waiver of **AT&T MIDWEST REGION 5-STATE**'s right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damage and

remedy plan.

- 1.8 Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:
 - Illinois – 83 IL. Administrative Code Part 731
 - Indiana – Cause No. 41657
 - Michigan – Case No. U-11830
 - Ohio – Case No. 00-942-TP-COI
 - Wisconsin – 6720-TI-198 (Performance Measurements only)
 - Wisconsin - AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA
- 1.9 Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 (Section 6.6 for Illinois) of the AT&T Midwest Remedy Plan.

AT&T Wholesale Amendment

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
AND
XO COMMUNICATIONS SERVICES, INC.**

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan¹ ("AT&T State") and XO Communications Services, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated January 8, 2002 (the "Agreement"); and

WHEREAS, AT&T, members of the CLEC community and representatives of the state Commission staffs for Michigan recently participated in a Six Month Review for the purpose of determining whether to modify the current Commission-approved/ordered Performance Measures and Remedies Plan (the "Plan") for the State of Michigan ("Six Month Review"); and

WHEREAS, that Six Month Review resulted in agreed upon changes to the Plan submitted to the state Commission for approval; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the Six Month Review Plan by updating the existing performance measures and remedies provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by replacing the existing performance measures and remedies provisions of the underlying Agreement with the new Appendix Performance Measurements attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 2.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law", "intervening law", "successor rates" and/or any similarly purposed provisions.
4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be


¹Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan."

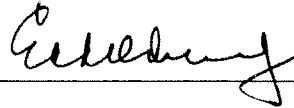
accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). Provided however, the revised performance measures and remedies of the new Appendix Performance Measurements shall be implemented as of December 1, 2007 for performance beginning with December 2007 results.
6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

XO Communications Services, Inc.

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

By: 

By: 

Printed: **Heather B. Gold**
Title: **SVP-External Affairs**
(Print or Type)

Printed: Eddie A. Reed, Jr.
Title: Director-Interconnection Agreements

Date: 8/19/2010

Date: 8-30-10

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
MICHIGAN	2796, 8414	4125, 4347	4125, 4347
ACNA – TQW, AFY			

APPENDIX PERFORMANCE MEASUREMENTS

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INTRODUCTION.....1

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **AT&T MIDWEST REGION 5-STATE** means the AT&T ILECs as identified in the General Terms and Conditions operating in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The performance measurements and remedy plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T MIDWEST REGION 5-STATE** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and state Commission decisions/regulations, tariffs, and within this interconnection agreement.
- 1.2 **Performance Measurements** means the set of performance measurements approved by the specific State Commission in the state-specific proceeding(s) listed in Section 1.8 below. The first set of measurements effective under this agreement is that first submitted in the proceeding listed in Section 1.8 below after October 15, 2007. For purposes of implementation, such measures shall be effective as of December 1, 2007 for performance beginning with December 2007 results, except for Michigan, where these measurements will be effective with the first full month of performance after Commission approval of the measures.
- 1.3 **AT&T Midwest Remedy Plan** means the first remedy plan filed for State Commission review and approved in the state-specific proceeding listed in Section 1.8 below on or after October 15, 2007. For purposes of implementation, that remedy plan shall be effective as of December 1, 2007 for performance beginning with December 2007 results, except for Michigan, where the remedy plan will be effective with the first full month of performance after Commission approval of the plan.
- 1.4 Any subsequent Commission-approved additions, modifications and/or deletions to the Performance Measurements, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed-to by the Parties.
- 1.5 Any future Commission-ordered additions, modifications and/or deletions to the AT&T Midwest Remedy Plan (and its supporting documents) in the proceedings or under the Rule as listed in Section 1.8 below, or any successor proceeding or Rule, to which no Party has objected, shall be automatically incorporated into this Interconnection Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed by the Parties.
- 1.6 **AT&T MIDWEST REGION 5-STATE's** agreement to implement this Performance Measurements Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **AT&T MIDWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **AT&T MIDWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T MIDWEST REGION 5-STATE's** conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance measurements plan agrees that **AT&T MIDWEST REGION 5-STATE's** performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Nothing herein shall be interpreted to be a waiver of **AT&T MIDWEST REGION 5-STATE's** right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damage and remedy plan.
- 1.8 Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:
 - Illinois – 83 IL. Administrative Code Part 731
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 - Ohio – Case No. 00-942-TP-COI
 - Wisconsin – 6720-TI-198 (Performance Measurements only)
 - Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA
- 1.9 Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 (Section 6.6 for Illinois and Michigan) of the AT&T Midwest Remedy Plan.

AT&T Wholesale Amendment

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
XO COMMUNICATIONS SERVICES, INC.**

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan") and XO Communications Services, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), approved on January 8, 2002 (the "Agreement"); and

WHEREAS, AT&T, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

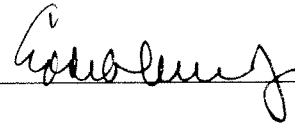
NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The term of the Plan shall be extended for two (2) years ending December 31, 2012.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. For Illinois, Indiana, Michigan and Wisconsin, the Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). For Ohio: Based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing and is deemed approved by operation of law on the ninety-first (91st) day after filing. However, for all States, the amendment shall be implemented as of the date it is fully executed. For example, if a CLEC signs and returns the Amendment on January 15, 2011, remedies are effective with February 2011 performance data which will be reported in March 2011 with remedies due being payable in April 2011.

XO Communications Services, Inc.

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

By: 

By: 

Printed: Heather B. Gold
VP-External Affairs

Printed: Eddie A. Reed, Jr.

Title: _____
(Print or Type)

Title: Director-Interconnection Agreements

Date: 9/16/2010

Date: 9.22.10

Resale OCN

ULEC OCN

CLEC OCN

MICHIGAN

2796

4125

4125

ACNA - TQW

AT&T Wholesale Amendment

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
XO COMMUNICATIONS SERVICES, INC.**

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan¹ ("AT&T Michigan") and XO Communications Services, Inc. ("CLEC"). AT&T Michigan and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T Michigan's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, AT&T Michigan and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 1/8/2002 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties amended said Agreement pursuant to the Michigan Public Service Commission's ("MI-PSC") Order in Case No. U-14447 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order (the "Michigan Order"); and

WHEREAS, on September 26, 2007, the United States District Court for the Eastern District of Michigan issued an order reversing, in part, the Michigan Order; and

WHEREAS, the Parties desire to amend the Agreement to reflect the Court's decision.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree as follows:

1. In the Amendment to Interconnection Agreement approved 11/30/2005 (the "TRO/TRRO Amendment"), under the Michigan TRO/TRRO Attachment thereto:

1.1 The text of Section 0.1.12 is removed in its entirety and replaced with the following:

Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated pursuant to the FCC's TRRO, including 47 CFR 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."

1.2 The text of Sections 1.1(i) is removed in its entirety and replaced with the following:

Entrance facilities; (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 Michigan's networks.) In accordance with Paragraph 140 of the TRRO, nothing in this

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

Section 1.1 nor the FCC's finding of non-impairment with respect to entrance facilities alters CLEC's right to interconnect with AT&T Michigan's network pursuant to Section 251(c)(2) of the Act for the exchange of traffic;

- 1.3 In Section 6.3.5, the parenthetical "(e.g., entrance facility)" is removed twice, so that the provision now reads as follows:

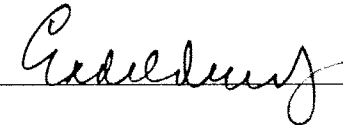
Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.

2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the MI-PSC and shall become effective ten (10) days following approval by such Commission.

XO Communications Services, Inc.

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

By: 

By: 

Printed: **Heather B. Gold**
SVP-External Affairs

Printed: Eddie A. Reed, Jr.

Title: _____

Title: Director-Interconnection Agreements

Date: 11/18/2010

Date: 11-29-10

Resale OCN # 2796

UNE OCN # 4125

Switch Based OCN # 4125

ACNA - TQW

AT&T Wholesale Amendment

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
XO COMMUNICATIONS SERVICES, INC.**

The Interconnection Agreement approved January 8, 2002 (the "Agreement"), by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan") fka Ameritech Michigan and XO Communications Services, Inc. ("CLEC") is hereby amended by this Michigan Power Amendment ("Amendment") as set forth below:

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.

The following terms of this Amendment apply to all forms of collocation that involve the draw of DC power by a CLEC's collocated equipment:

2. DC POWER CHARGES BASED ON CLEC SELF REPORTED POWER USAGE

- 2.1 For purpose of billing CLEC for all monthly DC power rate elements, upon execution of this Amendment, CLEC elects to self report DC power usage by following the self certification requirements set forth herein. If CLEC elects to report DC power usage, then the reported CLEC power usage shall be the basis for AT&T Michigan billing all monthly DC power rates. The minimum CLEC requested amperage is 5 amps per fused position within CLEC's collocation arrangement.
- 2.2 CLEC self-reported DC power usage is multiplied times the per amp rates for DC Power to determine the total monthly DC Power and other related charges based on DC power usage.

3. CLEC SELF REPORTED DC POWER USAGE

The following rules will apply to ensure fair and proper reporting and administration of the CLEC Self Reported Measured DC Power Usage and associated billing:

- 3.1 On an annual basis, CLEC will self-certify the DC Power usage for each of its fused positions within CLECs Michigan collocation arrangements as specified in Sections 3.5 and 3.6 below ("Self Certification Process").
- 3.2 CLECs will complete the self certification form using the self certification form attached to this Amendment as Attachment A. CLEC will email the completed initial self certification form to the

Collocation Service Center (CSC) admin mailbox at CSC_admin@att.com. The self certification form will be used until the mechanized forms can be accessed on the CLEC On Line website. Once the forms are mechanized, the CLEC will be notified. No sooner than thirty (30) calendar days after such notification, CLEC will begin submitting such information through the mechanized forms. The non-mechanized forms will no longer be accepted by the CSC ninety (90) days after such notification. CLEC may use an Approved Tier 1 Power Vendor or its own qualified personnel to perform the reading of DC power usage in a caged or cageless collocation arrangement.

- 3.3 In a virtual collocation arrangement, the following requirements will apply for the self certification by the CLEC:
- 3.3.1 CLEC shall use an Approved Tier 1 Power Vendor to perform the reading of the DC power usage in the virtual arrangement, Approved Tier 1 Power Vendor shall follow the existing practices for performing the work in the Central Office, (e.g., the Job Start Agreement and Method Of Procedures (JSNMOP)).
- 3.3.2 The Local Field Office (LFO) retains the right of escorting the CLEC's Approved Tier 1 Power Vendor while performing the amperage readings. Existing escort rates for the LFO are applicable as indicated in the interconnection agreement between the parties.
- 3.4 The CLEC will have up to ninety (90) days from the Effective Date of this Amendment to complete the initial self certification form. The self certification form will include all CLEC collocation arrangements within the specific CLLI listing each of their fused positions within CLEC's Michigan collocation arrangements using the procedures set forth in Section 3.2 above. CLEC may submit the initial self certification forms that contain all or part of the CLEC collocation arrangements within AT&T Michigan's central offices. However, within the ninety (90) days from the Effective Date of this Amendment, in order to be eligible for being billed based on the CLEC DC power usage, CLEC must submit an initial self certification form(s) for each fused position within the collocation arrangement located in AT&T Michigan's central offices. AT&T Michigan will process the initial self certification form(s) as follows:
1. Upon receipt of the initial self certification form(s), AT&T Michigan will process service orders related to the CLEC collocation arrangements reported in the initial self certification updating billed amperage for DC Power by CLEC billing account number (BAN) associated with that collocation arrangement per the information contained on the self certification form, retroactive to the Effective Date of this amendment, and will true-up any billing that occurred subsequent to the Effective Date of this amendment.
 2. If CLEC fails to submit the initial self certification form for all CLEC collocation arrangements within the 90-day period, CLEC collocation arrangements shall continue to be billed at 50% of the distribution cable amperage capacity of the specific CLEC collocation arrangements at the rate in the existing interconnection agreement, i.e., the capacity of one power lead until all initial self certification form(s) are received for CLEC collocation arrangements. The effective billing date will be the date the initial self certification form(s) are received for those CLEC collocation arrangements.
- 3.5 In the annual self certification, CLEC will self certify that there has been a physical site measured verification (taken no more than 12 months before the date of the certification) of the total actual usage for each CLEC fused position within CLEC's collocation arrangements. Physical measurements shall be taken on the supply side of all CLEC collocation arrangements. Each CLEC collocation arrangement shall be identified by providing the relay rack number of the AT&T Michigan BDFB or Power Board and the fuse position.

- 3.6 CLEC's subsequent annual self certifications will be due 12 months from the amendment effective date of every calendar year.
- 3.7 If a self certification form subsequent to the initial certification is not received by the due date, AT&T Michigan reserves the right to bill for these CLEC collocation arrangements in the State based on 50% of the distribution cable amperage capacity of the specific CLEC collocation arrangement at the rates in the existing interconnection agreement, up and until all subsequent self certification form(s) are received for CLEC collocation arrangements. The effective billing date for billing DC Power usage will be the date the subsequent self certification form(s) are received for those CLEC collocation arrangements.
- 3.8 Within 30 calendar days after performing any collocation augment, CLEC will notify AT&T Michigan and submit a revised self certification form(s) for the augmented collocation site reflecting an increase in CLEC amperage usage for the CLEC collocation arrangement since the last self certification if the actual increase in usage for the CLEC collocation arrangement is 5 AMPs or greater over the last self certified amount and the increase occurs between self certification dates. CLEC will notify AT&T Michigan and submit a revised self certification form(s) for a collocation site reflecting a decrease in CLEC usage since the last self certification if the actual decrease in usage for the arrangement is 5 AMPs or greater from the amount of the last self certification and the decrease occurs between self certification dates. AT&T Michigan will update the CLEC billing to account for the increase or the decrease in CLEC power usage on the next billing cycle.
- 3.9 AT&T Michigan reserves the right to temporarily reduce the size of the fuse for CLEC in the event of a pending or actual DC power emergency or natural disaster, for the protection of the central office power plant. AT&T Michigan will not reduce the fuse device below 125% of the CLEC Requested Amperage. AT&T Michigan will provide reasonable notice to all affected CLECs at least 48 hours prior to reducing any fuses. If the CLEC requires power greater than that of 125% of billed measured usage, CLEC shall report the amount of power it requires during the potential DC power emergency, within 24 hours of AT&T Michigan providing notice. AT&T Michigan will fuse the CLEC's collocation arrangement at 125% of the newly requested amount. Natural disasters that could necessitate the need to temporarily reduce the size of the fuse could include, but are not limited to, hurricanes, tornados, wild fires, earthquakes, or any event which causes a prolonged electrical outage. At the conclusion of the DC power emergency, AT&T Michigan will provide notice to all CLECs who requested additional power, that the DC power emergency has concluded, Within 48 hours after such notice, AT&T Michigan will begin to return all associated fuses back to their pre-emergency size. If the CLEC chooses to keep its power consumption at the newly specified level, AT&T Michigan must receive notice of the CLEC's desire within 24 hours of the CLEC being notified that the DC power emergency has concluded. On a going forward basis the CLEC will be billed for the newly requested amount of power. If the CLEC does not notify AT&T Michigan of its desire to maintain the increased measured usage level, billing will revert to the pre-emergency CLEC requested usage. AT&T Michigan may bill CLEC based on the increased amperage for the duration of the DC power emergency.

4. SELF CERTIFICATION AUDITS

- 4.1 AT&T Michigan reserves the right to annually validate CLEC actual usage reported in its annual self-certifications. AT&T Michigan will bring any discrepancies of plus or minus 5%, provided the discrepancy is at least 5 AMPs, to the CLEC's attention for resolution within 10 business days. AT&T Michigan may update the CLEC's billing, back to the most recent CLEC self certification, based on the AT&T Michigan audit of measured usage. However, if the CLEC can reasonably identify the source or cause of the variation in power consumption from the previously CLEC reported amount, including but not limited to deployment of newly collocated equipment, then the

amended billing shall be prorated back to the date justified by the identification of that source or cause.

- 4.2 If anytime after receiving the CLEC's initial self-certifications, AT&T Michigan identifies that a specific CLEC collocation arrangement was under reported by 20% or more, provided the discrepancy is at least 10 amps, AT&T Michigan will notify the CLEC within 5 business days of the discrepancy. AT&T Michigan may update the CLEC billing, back to the most recent CLEC self certification, based on the AT&T Michigan audit of measured usage.
- 4.2.1 AT&T's notice of discrepancy shall contain identification of the specific collocation arrangements(s) at issue, the amperage amount CLEC reported in its self certification form, the amperage amount alleged by AT&T, and the date that AT&T measured the power used as the basis for the discrepancy notification. AT&T and CLEC shall attempt to resolve any such discrepancies reported by AT&T and may agree to conduct a joint measurement. CLEC may provide AT&T with information, such as mitigating factors, showing that adjusted billing is not warranted. If any dispute is not resolved, either Party may pursue the dispute under the dispute resolution procedures of this Agreement. During the pendency of any such dispute, AT&T Michigan and CLEC shall comply with the provisions as set forth in Section 15.0 Billing and Payment of Rates and Charges, contained in the underlying CLEC Interconnection agreement. AT&T reserves the right to true-up to AT&T's measured usage back to the last CLEC self certification date if it is determined that AT&T's measurements were correct or back to the date that the CLEC proves was the actual date the increased amperage usage occurred.
- 4.2.2 If discrepancies of greater than 20% and at least 10 amps occur a second time within a 24 calendar month period from the first time for a specific CLEC collocation arrangement, Section 4.2.1 will be followed. If it is ultimately determined from the process in Section 4.2.1 that AT&T's measurements are correct, the billing to the CLEC will be based on 50% of the distribution cable amperage capacity of that specific CLEC collocation arrangement for the next 12 month period at the rates in the existing interconnection agreement before the CLEC will again be eligible for this offering at the CLEC collocation arrangement with the discrepancy.
- 4.3 If 15% or 2 collocation arrangements, whichever is higher, of a CLECs total collocation count in Michigan are found to have discrepancies per collocation arrangement of greater than 20% and at least 10 amps in a calendar year, Section 4.2.1 will be followed. If it is ultimately determined from the process in Section 4.2.1 that AT&T's measurements of greater than a 20% discrepancy and at least 10 amps are correct for 15% or 2 collocation arrangements, whichever is higher, of the CLEC's total collocation count, billing to the CLEC will be based on 50% of the distribution cable amperage capacity for all CLEC collocation arrangements in Michigan under the terms of the existing interconnection agreement, as applicable, including the rates stated therein, for the next 12 month period before the CLEC will again be eligible for this offering.

5. PRICING SCHEDULE

- 5.1 See Attachment B.

6. TERM OF AMENDMENT

- 6.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

7. RESERVATIONS OF RIGHTS

7.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

8. MISCELLANEOUS

8.1 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.

8.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

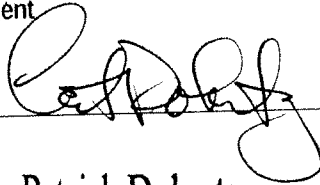
9. EFFECTIVE DATE

9.1 This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Effective Date").

XO Communications Services, Inc.

Michigan Bell Telephone Company d/b/a AT&T
Michigan by AT&T Services, Inc., its
authorized agent

By: 

By: 

Printed: **Heather B. Gold**
SVP-External Affairs

Printed: **Patrick Doherty**

Title: _____
(Print or Type)

Title: **Director - Regulatory**
(Print or Type)

Date: August 15, 2011

Date: AUG 18 2011

XO Communications Services, Inc.

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
MICHIGAN	2796	4125	4125
ACNA -	TQW		

Allegiance Telecom Inc (d/b/a XO Communications Services, Inc.)

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
MICHIGAN	8414	4347	4347
ACNA -	AFY		

MICHIGAN COLLOCATION POWER ORDER
 SELF CERTIFICATION FORM
 ATTACHMENT A
 COLLOCATION POWER USAGE READINGS

ROW #	ACNA	List the CLLI11 For Each Collocation Arrangement	Please Provide ILEC Fuse Assignments For Each DC Power Arrangements (A&B Lead)			New CLEC Requested Amperage To Be Billed	Billing Account Number (BAN)
			Lead	"BDFB or Power Board" Relay Rack	Fuse Position		
1			A				
			B				
2			A				
			B				
3			A				
			B				
4			A				
			B				
5			A				
			B				
6			A				
			B				
7			A				
			B				
8			A				
			B				
9			A				
			B				
10			A				
			B				
11			A				
			B				
12			A				
			B				
13			A				
			B				
14			A				
			B				

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
12	MI	PHYSICAL COLLOCATION	Collocation - Power arrangements of 50 amps or less	XPG++ XN6++ XS6++	C1FWA		\$12.44			Per Amp
12	MI	PHYSICAL COLLOCATION	Collocation - Power arrangements of more than 50 amps	XPG++ XN6++ XS6++	*OUACD, *OUALD		\$11.08			Per Amp
12	MI	VIRTUAL COLLOCATION	Collocation - Power arrangements of 50 amps or less	XVG++	C1FWA		\$12.44			Per Amp
12	MI	VIRTUAL COLLOCATION	Collocation - Power arrangements of more than 50 amps	XVG++	*OUAVD		\$11.08			Per Amp
*Use ICB USOC and manually rated with this rate										

AT&T Wholesale Amendment

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
AND
XO COMMUNICATIONS SERVICES, INC.**

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T MICHIGAN") and XO Communications Services, Inc. ("CLEC"). AT&T MICHIGAN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T MICHIGAN's service territory in the State(s) of MICHIGAN.

WITNESSETH:

WHEREAS, AT&T MICHIGAN and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), approved on January 8, 2002 (the "Agreement"); and

WHEREAS, AT&T MICHIGAN, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The term of the Plan shall be extended for two (2) years ending December 31, 2014.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. However, for all states, the Amendment shall be implemented as of January 1, 2013 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2013, remedies are effective with February 2013 performance data which will be reported in March 2013 with remedies due being payable in April 2013.



XO Communications Services, Inc.

Michigan Bell Telephone Company d/b/a AT&T MICHIGAN
by AT&T Services, Inc., its authorized agent

Signature: Robert L. Geller

Signature: Patrick Doherty

Name: Robert L. Geller
(Print or Type)

Name: Patrick Doherty
(Print or Type)

Title: EVN Network & Customer Service
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 11/1/12

Date: 11-5-12

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	2796	4125, 4347	4125, 4347

Description	ACNA Code(s)
ACNA(s)	TQW, AFY

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

XO COMMUNICATIONS SERVICES, LLC



Signature: eSigned - Steven Nocella

Signature: eSigned - William A. Bockelman

Name: eSigned - Steven Nocella
 (Print or Type)

Name: eSigned - William A. Bockelman
 (Print or Type)

Title: Chief Technology Officer
 (Print or Type)

Title: Director
 (Print or Type)

Date: 08 Oct 2014

Date: 14 Oct 2014

XO Communications Services, LLC

Michigan Bell Telephone Company d/b/a AT&T MICHIGAN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	2796	4125	4125
	8414	4347	4347

Description	ACNA Code(s)
ACNA(s)	TQW AFY

**AMENDMENT TO THE AGREEMENT
 BETWEEN
 XO COMMUNICATIONS SERVICES, LLC
 AND**

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

This Amendment (the "Amendment") amends the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA ("AT&T MICHIGAN") and XO Communications Services, LLC ("CLEC"). AT&T MICHIGAN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T MICHIGAN and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1934, as amended (the "Act"), approved January 8, 2002 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to modify certain rates and terms related to Emergency Number Service Access; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The rates for Emergency Number Service Access in Exhibit A attached supersede the corresponding recurring and nonrecurring rates for ANI/ALI/SR and Database Management.
3. AT&T MICHIGAN shall no longer provide ANI/ALI/SR and Database Management Access Routing Files, also known as the Master Street Address Guide (MSAG), via CD-ROM, and the CD-ROM rate in the Pricing Schedule is deleted.
4. The following language is added to the Article III Interconnection Pursuant to Section 251(c)(2) Section 3.8 9-1-1 Service:
 CLEC shall order the appropriate number of trunks based on the following table at the rates set forth in the Pricing Schedule. The number of trunks required is based on the number of Access Lines provided by CLEC in each 911 default routing area as specified in the Trunk Group Design Guide on CLEC On-line.

Access Lines	Trunks Required
01 - 1,500	2 Trunks
1,501 - 7,500	3 Trunks
7,501 - 18,500	4 Trunks
18,501 - 33,500	5 Trunks
>33,500	To be separately negotiated

AT&T MICHIGAN shall provide E911 Service selected by Requesting Carrier in the Exchange Area(s) that meet both of the following conditions: (1) Requesting Carrier is authorized to provide local exchange Telecommunications Services in such Exchange Area(s), and (2) AT&T MICHIGAN is the 911 service provider in such Exchange Area(s).

5. The Agreement is hereby amended to reflect the name change from "XO Communications Services, Inc." to "XO Communications Services, LLC".
 - 5.1 AT&T shall reflect that name change from "XO Communications Services, Inc." to "XO Communications Services, LLC" only for the main billing account (header card) for each of the accounts previously billed to XO Communications Services, Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, XO Communications Services, LLC, affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by XO Communications Services, Inc. with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

5.2 Once this Amendment is effective, XO Communications Services, Inc. shall operate with AT&T under the "XO Communications Services, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under XO Communications Services, LLC, and labeling equipment and facilities installed on AT&T premises after the effective date of this amendment with XO Communications. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

6. Replace Article XXIX Miscellaneous, Section 29.10 Notices with the following:

29.10 Notices

29.10.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and shall be pursuant to at least one of the following methods:

29.10.1.1 delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

29.10.2 Notices will be deemed given as of the earliest of:

29.10.2.1 the date of actual receipt;

29.10.2.2 the next Business Day when sent via express delivery service;

29.10.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

29.10.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Gegi Leeger Director – Regulatory Contracts
STREET ADDRESS	13865 Sunrise Valley Drive
CITY, STATE, ZIP CODE	Herndon, VA 60523-2188
PHONE NUMBER*	703-547-2109
EMAIL ADDRESS	gegi.leeger@xo.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

29.10.4 Either Party may unilaterally change its designated contact name, address, for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 29.10. Unless explicitly stated otherwise, any change to the designated contact name, address, and/or email address will replace such information currently

on file. Any Notice to change the designated contact name, address, and/or email address, for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

7. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
5	MI	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management	OE9XX	9S89X			\$ 490.65		
5	MI	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management - Per 100 Records or part thereof	OE9XX	9S89X		\$ 3.70			100 Records or part thereof

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

XO COMMUNICATIONS SERVICES, LLC



Signature: *Greg Hagg*

Name: Greg Hagg
(Print or Type)

Title: Director Regulatory Contracts
(Print or Type)

Date: 12/23/2014

XO Communications Services, LLC

Signature: *Patrick Doherty*

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 1-5-15

Michigan Bell Telephone Company d/b/a AT&T MICHIGAN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	2796	<i>338</i> 4125	4125
	8414	4347	4347

Description	ACNA Code(s)
ACNA(s)	AFY TQW

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
AND
XO COMMUNICATIONS SERVICES, LLC**

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T MICHIGAN") and XO Communications Services, LLC ("CLEC"). AT&T MICHIGAN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T MICHIGAN's service territory in the State(s) of Michigan.

WITNESSETH:

WHEREAS, AT&T MICHIGAN and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), as executed by the last Party on October 30, 2001 (the "Agreement"); and

WHEREAS, AT&T MICHIGAN, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The term of the Plan shall be extended for two (2) years ending December 31, 2016.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. However, for all states, the Amendment shall be implemented as of January 1, 2015 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2015, remedies are effective with February 2015 performance data which will be reported in March 2015 with remedies due being payable in April 2015.

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

XO COMMUNICATIONS SERVICES, LLC



Signature: eSigned - Gegi Leeger

Signature: eSigned - William A. Bockelman

Name: eSigned - Gegi Leeger
 (Print or Type)

Name: eSigned - William A. Bockelman
 (Print or Type)

Title: Director - Privacy and Regulatory Affairs
 (Print or Type)

Title: Director
 (Print or Type)

Date: 09 Nov 2016

Date: 09 Nov 2016

XO Communications Services, LLC

Michigan Bell Telephone Company d/b/a AT&T MICHIGAN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	2796,8414	4125,4347	4125,4347

Description	ACNA Code(s)
ACNA(s)	TOW,AFY

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
AND
XO COMMUNICATIONS SERVICES, LLC**

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T MICHIGAN") and XO Communications Services, LLC ("CLEC"). AT&T MICHIGAN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T MICHIGAN's service territory in the State(s) of Michigan.

WITNESSETH:

WHEREAS, AT&T MICHIGAN and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"); and

WHEREAS, AT&T MICHIGAN, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The term of the Plan shall be extended for two (2) years ending December 31, 2018.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. For Illinois, Indiana and Michigan: This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date"). However, for all states, the Amendment shall be implemented as of January 1, 2017 or the date it is fully executed, whichever is later. For example,

if a CLEC signs and returns the Amendment on January 15, 2017, remedies are effective with February 2017 performance data which will be reported in March 2017 with remedies due being payable in April 2017.

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

XO COMMUNICATIONS SERVICES, INC., XO COMMUNICATIONS SERVICES, LLC



Signature: eSigned - Dan Higgins

Signature: eSigned - William Bockelman

Name: eSigned - Dan Higgins
 (Print or Type)

Name: eSigned - William Bockelman
 (Print or Type)

Title: AVP - Carrier Management
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
 (Print or Type)

Date: 04 Jun 2018

Date: 04 Jun 2018

**XO Communications Services, Inc., XO
 Communications Services, LLC**

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	418B	539B	---
ARKANSAS	2796	---	---
CALIFORNIA	2796	7262	7262
FLORIDA	6100	423B,6100	6100
GEORGIA	8758	424B,8758	8758
ILLINOIS	2796	---	---
INDIANA	2796	4359	4359
KANSAS	2796	463B	463B
KENTUCKY	418B	622B	623B
LOUISIANA	418B	691B	---
MICHIGAN	2796	4125	4125
MISSISSIPPI	457B	428B	---
MISSOURI	2796	4774	4774
NORTH CAROLINA	456B	432B	4792
OHIO	2796	7520	7520
OKLAHOMA	2796	---	---

SOUTH CAROLINA	418B	747B	---
TENNESSEE	7344	436B	7344
TEXAS	4815	8958	8958
WISCONSIN	2796	4126	4126

Description	ACNA Code(s)
ACNA(s)	TQW

**AMENDMENT TO THE AGREEMENT
BETWEEN
XO COMMUNICATIONS SERVICES, INC. OR XO COMMUNICATIONS SERVICES, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A
AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE
COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA,
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T
MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS AND WISCONSIN BELL, INC. D/B/A AT&T
WISCONSIN**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and XO Communications Services, Inc. or XO Communications Services, LLC (collectively "XO") as shown in the attached Exhibit A. AT&T and XO are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and XO are Parties to the Agreements as shown in the attached Exhibit A; and

WHEREAS, XO Communications Services, Inc. has changed its name to "XO Communications Services, LLC" in the states of Alabama, Arkansas, California, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina and Texas and wish to reflect this name change as set forth herein

WHEREAS, the Parties desire to amend the Agreement to implement the Lifeline and Link Up Reform and Modernization et al., WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c)* from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - AT&T Listing of Interconnection Agreements, Exhibit B – Customer Information Services, and Exhibit C - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.

3. Intercarrier Compensation

- 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit C, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit C hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation and apply regardless of whether Section 251(b)(5) Traffic is routed through a Party's Tandem Switch or End Office.

4. Forbearance

- 4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.

5. Customer Information Services (CIS)

- 5.1. With the exception of 4.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
- 5.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit B; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit C, to the Agreement.
- 5.3. **Add the following provisions to the Attachment or Appendix for Resale**
- CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
- CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.
- CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5. Name Change

- 5.1 The Agreement is hereby amended to reflect the name change from “XO Communications Services, Inc.” to “XO Communications Services, LLC” in the states of Alabama, Arkansas, California, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina and Texas.
- 5.2 AT&T shall reflect that name change from “XO Communications Services, Inc.” to “XO Communications Services, LLC” in the states of Alabama, Arkansas, California, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina and Texas only for the main billing account (header card) for each of the accounts previously billed to XO Communications, Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, XO affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by XO Communications Services, Inc. with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- 5.3 Once this Amendment is effective, XO shall operate with AT&T under the “XO Communications Services, LLC” name in the states of Alabama, Arkansas, California, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina and Texas for those accounts. Such operation shall include, by way of example only, submitting orders under XO, and labeling (including re-labeling) equipment and facilities with XO. Any change in XO’s name including a change in the “d/b/a”, or due to assignment or transfer of this Agreement wherein only XO’s name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, XO is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. XO must submit the appropriate service request to AT&T to update XO’s name on all applicable billing accounts (BANs), and XO is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should XO desire to change its name on individual circuits and/or End User records, XO must submit the appropriate service request(s) to AT&T to update XO’s name on individual circuits and/or End User records, and XO is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

6. The Parties agree to replace Section N (Section 15. In Arkansas and Oklahoma, Section 15.0 in Kansas, Section 18 in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, Section 19 in Michigan, Missouri, Ohio and Texas, and Section 19. In California, Illinois, Indiana and Wisconsin) from the Agreement with the following language:

N. Notices

- N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- N.1.1 delivered by electronic mail (email).
- N.1.2 delivered by facsimile.
- N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.
- N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.
- N.3 Notices will be deemed given as of the earliest of:

- N.3.1 the date of actual receipt.
- N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
- N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient’s time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient’s time zone.

N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Gerald E. Eisenhart Manager, Carrier Management
STREET ADDRESS	777 East Park Drive
CITY, STATE, ZIP CODE	Harrisburg, PA 17111
PHONE NUMBER*	717.562.5048
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	gerald.e.eisenhart@verizon.com

COPY TO CONTACT	CLEC CONTACT
NAME/TITLE	James G. Pachulski Deputy General Counsel
STREET ADDRESS	1320 North Court House Road, 9 th Floor
CITY, STATE, ZIP CODE	Arlington, VA 22201
PHONE NUMBER*	703.351.3656
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	VZLegalWholesale@verizon.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T’s CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

- N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC’s OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the

change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
8. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
12. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
13. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	3/21/06
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	3/2/04
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	6/28/10
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	XO Communication Services, LLC	Same	Interconnection	8/9/02
Bellsouth Telecommunications, LLC d/b/a AT&T KENTUCKY	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	9/29/03
Bellsouth Telecommunications, LLC d/b/a AT&T LOUISIANA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	11/29/03
Bellsouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	6/30/03
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	6/19/03
Bellsouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	2/26/04
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	XO Communication Services, LLC	Same	Interconnection	6/21/04

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	10/24/05
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	8/12/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	XO Communication Services, LLC	Same	Interconnection	10/20/06
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	8/29/05
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	XO Communication Services, LLC	Same	Interconnection	1/24/02
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	XO Communication Services, LLC	Same	Interconnection	6/10/10
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	XO Communication Services, LLC	Same	Interconnection	1/8/02
The Ohio Bell Telephone Company d/b/a AT&T OHIO	XO Communication Services, LLC	Same	Interconnection	2/1/02
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	XO Communication Services, LLC	Same	Interconnection	3/1/04
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	3/1/00

**ATTACHMENT 06 – OPERATOR SERVICES AND
DIRECTORY ASSISTANCE
(f/k/a CUSTOMER INFORMATION SERVICES)**

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1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

- 2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.
- 2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.
- 2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

- 3.1 Dialing Parity:
- 3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.
- 3.2 Response Parity:
- 3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.
- 3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.
- 3.3 Requirements to Physically Interconnect:
- 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.
- 3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.
- 3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.
- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;
- 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
- 3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.
- 3.3.5 General OS/DA Trunking Requirements:

- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
 - 3.3.6.1 Operator Service Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
 - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
 - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
 - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
 - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

- 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
- 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTO), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
- 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

- 4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
- 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 4.2.1.2 Listing Information Confidentiality:
- 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 4.2.1.3 Unlisted/Non-Published End Users:
- 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

- 4.2.1.4 Additional Listings:
- 4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.
- 4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.
- 4.2.3 White Page Directories:
- 4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.
- 4.2.4 Use of Subscriber Listing Information:
- 4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.
- 4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.7 Breach of Contract:
- 4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.8 General Conditions for Listings:
- 4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
- 4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
- 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

- 6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251 (b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk			MOU
6	AL	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			3,000.00	3,000.00	announcement
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT			0.31	1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Database Service (DADS) - Initial Load, per listing					0.04		listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Update, per listing				0.04			listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Monthly Recurring Fee				150.00			monthly
6	AL	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	AL	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shel/NAV per OCN	AMT	CBAOL			500.00	500.00	per shel/NAV per OCN
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	AL	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY LISTING PRODUCT	White Page Directory Listings - Initial Listing				0.00	0.00	0.00	initial listing is no charge
6	AL	DIRECTORY LISTING PRODUCT	Non Published / Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	AL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.30%	N/A	N/A	Flat Rate Discount for Resale
6	AL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.30%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUO8		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO9		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO8		\$ 0.65	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load - per OCN, per switch		NRB DG		NA \$ 1,800.00	\$ 1,800.00	\$ 1,800.00	per OCN, per switch
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load - per state, per OCN		NRB DL		NA \$ 5,000.00	NA \$ 5,000.00	NA	per state, per OCN
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load - per state, per OCN		NRB DM		NA \$ 1,500.00	NA \$ 1,500.00	NA	per state, per OCN
6	AR	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	initial listing is no charge
6	AR	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	AR	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	per completed automated call
6	AR	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.030	NA	NA	per work second
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load - per OCN, per switch		NRB DG		NA \$ 1,800.00	NA \$ 1,800.00	\$ 1,800.00	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load - per state, per OCN		NRB DL		NA \$ 5,000.00	NA \$ 5,000.00	NA	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load - per state, per OCN		NRB DM		NA \$ 1,500.00	NA \$ 1,500.00	NA	per state per OCN
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.50%	NA	NA	Flat Rate Discount for Resale
6	AR	ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.50%	NA	NA	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				\$0.00			MOU
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Rate, per call				\$ 0.40			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Rate per call				\$ 0.15			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Completion (DACC) - Call Completion LATA Wide - Per MOU				\$ 0.00436			Per Call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA \$ 1,800.00	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding and Reference/Rate Look Up, per DA Call				\$ 0.03			DA call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA \$ 5,000.00			per state, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN				NA \$ 1,800.00	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding and Reference/Rate Look Up, per OS Call				\$ 0.03			OS call
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA \$ 5,000.00			per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN Fully Automated Call Processing, per call				NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types, per work second				\$ 0.15			work second
6	CA	OPERATOR CALL PROCESSING	White Page Directory Listings				\$ 0.03			initial listing is no charge
6	CA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings				\$0.00	\$0.00	\$0.00	See Tariffs and / or Service Guidebook
6	CA	DIRECTORY LISTING PRODUCT	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES				17.00%	N/A	N/A	Flat Rate Discount for Resale
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				17.00%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251 (b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement				0.00bk			MOU
6	FL	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADA			3,000.00	3,000.00	announcement
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT	CBADC		0.31	1,170.00	1,170.00	per Switch per OCN
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN							per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04	1,500.00	per state per OCN
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	FL	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	FL	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	FL	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	FL	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	FL	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	FL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.83% (Res)	16.81% (Bus)	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	FL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.83% (Res) 16.81% (Bus)	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk		3,000.00	MOU
6	GA	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	announcement per Switch per OCN
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state OCN						1,500.00	per state per OCN
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	GA	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement per shelf/NAV per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	announcement per shelf/NAV per OCN
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	GA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	per state per OCN initial listing is no charge
6	GA	DIRECTORY LISTING PRODUCT	Non-Published / Non-List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	GA	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN					N/A	1,170.00	per switch per OCN
6	GA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services							Flat Rate Discount for Resale
6	GA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service					20.30% (Res)	N/A	Flat Rate Discount for Resale
6	GA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Unbranded - Loading of DA per OCN (1 OCN per Order)					20.30% (Res)	N/A	Flat Rate Discount for Resale
6	GA	BRANDING - DIRECTORY ASSISTANCE						N/A	420.00	OCN

PRICING SHEETS
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	GA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT 6	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251 (b)(5) Traffic as per FCC-01-131, per MOU	OHU		\$0.00			MOU
	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN	\$0.40	NA		per call
	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN	\$0.65	NA		per call
	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN	\$0.65	NA		per call
	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) / where applicable, per call	XPU	OPEN	\$0.65	NA		per call
	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN	\$0.15	NA		per call
	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN			NA	\$1,800.00	\$1,800.00	per switch, per OCN
	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN	\$0.03	NA		per OS/DA call
	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial/Subsequent Load - per trunk group			NA	\$800.00	\$800.00	per trunk group
	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN			NA	\$5,000.00		per state, per OCN
	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN Operator Services Fully Automated Call Processing, per call			NA	NA	\$1,500.00	per state, per OCN
	IL	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN	\$0.15	NA	NA	per call
	IL	OPERATOR CALL PROCESSING	DA Listing - per listing for initial load	XPU	OPEN	\$0.03	NA	NA	per work second
	IL	DIRECTORY LISTING PRODUCT	DA Listing - per listing for subsequent updates			\$0.06	\$0.04	NA	per listing
	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Directory Assistance			See IL, C.C No. 22 Tariff (Part 22)	NA		discount
	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Operator Assistance Services			See IL, C.C No. 22 Tariff (Part 22)	NA		discount
	IL	DIRECTORY LISTING PRODUCT	White Page Directory Listings			\$0.00	\$0.00	\$0.00	initial listing is no charge
	IL	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings						See Tariffs and / or Service Guidebook
	IL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				N/A	N/A	Flat Rate Discount for Resale
	IL	ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU		USG15		\$0.00			MOU
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA	NA	per OS/DA call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding per Trunk Group					NA	\$800.00	
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN					NA	\$ 5,000.00	per state, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN					NA	NA	per state, per OCN
6	IN	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	IN	DIRECTORY LISTING PRODUCT	DA Listing -- per listing for initial load					NA	\$ 0.040	per listing
6	IN	DIRECTORY LISTING PRODUCT	DA Listing -- per listing for subsequent updates					\$ 0.060	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	White Page Directory Listings					\$0.00	\$0.00	initial listing is no charge
6	IN	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	IN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services					21.64%	N/A	Flat Rate Discount for Resale
6	IN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service					21.64%	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)		ZZUO5		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) - Credit		ZZUO6		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS)		ZZUO8		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA)		ZZUO8		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) - Credit		ZZUO9		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	KS	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	KS	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	KS	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		\$ 0.030	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference - Subsequent Load per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	KS	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	Per completed automated call
6	KS	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.03	NA	NA	per work second
6	KS	OPERATOR SERVICES - BRANDING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	KS	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		\$ 0.030	NA	NA	per call
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	KS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.60%	NA	NA	Flat Rate Discount for Resale
6	KS	ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.60%	NA	NA	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk			MOU
6	KY	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			3,000.00	3,000.00	announcement
6	KY	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT			0.31	1,170.00	1,170.00	per Switch per OCN
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load, per listing						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	KY	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	KY	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	KY	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Update, per listing				0.04	N/A	N/A	listing
6	KY	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	KY	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	KY	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	KY	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services						N/A	Flat Rate Discount for Resale
6	KY	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service						N/A	Flat Rate Discount for Resale
6	KY	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	KY	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	KY	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk			MOU
6	LA	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT				3,000.00	3,000.00	announcement
6	LA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT	CBADC		0.31	1,170.00	1,170.00	per Switch per OCN
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	LA	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	LA	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	LA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	LA	DIRECTORY LISTING PRODUCT	Non-Published / Non-List / Additional Directory Listings Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	LA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.72%	N/A	N/A	Flat Rate Discount for Resale
6	LA	ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.72%	N/A	N/A	Flat Rate Discount for Resale
6	LA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN
6	LA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG14		\$0.00			MOU
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) where applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per call	XPU	OPEN		\$ 0.03		NA	per OS/DA call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					\$800.00	\$800.00	per trunk group
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN					\$ 5,000.00		per state, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN					NA	\$ 1,500.00	per state, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	MI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load				\$ 0.040	NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060	NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.62%	N/A	N/A	Flat Rate Discount for Resale
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.62%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		NA	NA	NA	MOU
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call		ZZUO5		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call		ZZUO8		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call		ZZUO9		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call - credit		ZZUO8		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRB DG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load, per state, per OCN		NRB DL		NA	\$5,000.00	NA	per state, per OCN
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRB DM		NA	\$1,500.00	NA	per state, per OCN
6	MO	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	MO	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Initial/Subsequent Load, per switch, per OCN		NRB DG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Initial Load, per state, per OCN		NRB DL		NA	\$5,000.00	NA	Per state, per OCN
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load, per state, per OCN		NRB DM		NA	\$1,500.00	NA	Per state, per OCN
6	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				19.20%	NA	NA	Flat Rate Discount for Resale
6	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				19.20%	NA	NA	Flat Rate Discount for Resale
6	MO	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	MO	DIRECTORY LISTING PRODUCT	Non Published /Non List/ Additional Directory Listings							See Tariffs and / or Service Guidebook

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk		3,000.00	MOU
6	MS	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	announcement per Switch per OCN
6	MS	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	MS	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	MS	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement per shelf/NAV per OCN
6	MS	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	announcement per shelf/NAV per OCN
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	MS	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	MS	DIRECTORY LISTING PRODUCT	Non-Published / Non-List / Additional Directory Listings Loading of OA Custom Branded Announcement per Switch per OCN							See Tariffs and / or Service Guidebook
6	MS	BRANDING - OPERATOR CALL PROCESSING	Directory Assistance Services				N/A	1,170.00	1,170.00	per switch per OCN
6	MS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				15.75%	N/A	N/A	Flat Rate Discount for Resale
6	MS	ASSISTANCE/OPERATOR SERVICES	Unbranding - Loading of DA per OCN (1 OCN per Order)				15.75%	N/A	N/A	Flat Rate Discount for Resale
6	MS	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	420.00	420.00	OCN
6	MS	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of OA per OCN (Regional)				N/A	16.00	16.00	per switch per OCN
6	MS	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251 (b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk			MOU
6	NC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			3,000.00	3,000.00	announcement
6	NC	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT			0.31	1,170.00	1,170.00	per Switch per OCN
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	NC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	NC	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	NC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	NC	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	NC	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services							Flat Rate Discount for Resale
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.50% (Res)			Flat Rate Discount for Resale
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Unbranding - Loading of DA per OCN (1 OCN per Order)				17.60% (Bus)			Flat Rate Discount for Resale
6	NC	BRANDING - DIRECTORY ASSISTANCE					N/A	420.00	420.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	NC	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	NC	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT 6	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA		per call
	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) where applicable, per call	XPU	OPEN		\$ 0.65	NA		per call
	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA \$ 1,800.00	\$ 1,800.00		per switch, per OCN
	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA		per OS/DA call
	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA \$ 5,000.00			per state, per OCN
	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	NA \$ 1,500.00		per state, per OCN
	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA		per call
	OH	OPERATOR CALL PROCESSING	Operator Assisted Call Processing - All Types, per work second	XPU	OPEN		\$ 0.03	NA		per work second
	OH	OPERATOR CALL PROCESSING	DA Listings - per listing for initial load	XPU	OPEN		\$ 0.040	NA		per listing
	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060			per listing
	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					\$800.00		per trunk group
	OH	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00		initial listing is no charge
	OH	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.29%	N/A		Flat Rate Discount for Resale
	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.29%	N/A		Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU				NA	NA	NA	MOU
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) - per call		ZZUO5		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) - per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUO8		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call		ZZUO9		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRB DG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Based Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN
6	OK	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	OK	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	OK	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	completed call
6	OK	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRB DG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.030	NA	NA	per call
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Based Rate Reference - Initial Load, per state per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN
6	OK	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				19.80%	N/A	N/A	Flat Rate Discount for Resale
6	OK	ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				19.80%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk			MOU
6	SC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			3,000.00	3,000.00	announcement
6	SC	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT			0.31	1,170.00	1,170.00	per Switch per OCN
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	SC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	SC	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shel/NAV per OCN	AMT	CBAOL			500.00	500.00	per shel/NAV per OCN
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			per call
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			per call
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit initial listing is no charge
6	SC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	See Tariffs and / or Service Guidebook
6	SC	DIRECTORY LISTING PRODUCT OTHER RESALE - DIRECTORY	Non Published /Non List / Additional Directory Listings							Flat Rate Discount
6	SC	ASSISTANCE/OPERATOR SERVICES OTHER RESALE - DIRECTORY	Directory Assistance Services				14.80%	N/A	N/A	Flat Rate Discount for Resale
6	SC	ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.80%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251 (b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk	3,000.00	3,000.00	Per Mile, Per MOU
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT] (USOC=CBADA)	AMT	SOMAN			13.32	1.40	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement (USOC=CBADA)	AMT	SOMAN			20.35	10.54	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT]	AMT	CBADA			7.03	7.03	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN (USOC=CBADC)	AMT	SOMAN			20.35	10.54	per Switch per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.31			per call
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN				0.10			per call
6	TN	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN					5,000.00		per state per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Database Service (DADS)-Initial Load, per listing				0.04			listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Update, per listing				0.04			listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement [DISCONNECT] (USOC=CBAOS)	AMT	CBAOS			7,000.00	7,000.00	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement [DISCONNECT]	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per state per OCN	AMT	CBAOS			7.03	7.03	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per state per OCN (USOC=CBAOL)	AMT	CBAOL			500.00	500.00	per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB	AMT	SOMAN			19.99	19.99	per state per OCN
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.20			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				1.24			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			per call
6	TN	OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN				0.20			per call
6	TN	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN					5,000.00		per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit initial listing is no charge See Tariffs and / or Service Guidebook
6	TN	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	
6	TN	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	16.00	16.00	OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	1,200.00	1,200.00	per switch per OCN
6	TN	BRANDING - OPERATOR CALL	Unbranding - Loading of OA per OCN (Regional) Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	TN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.00%	N/A	N/A	Flat Rate Discount for Resale
6	TN	ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.00%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.000000	NA	NA	MOU
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUO8		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO9		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.60%	N/A	N/A	Flat Rate Discount for Resale
6	TX	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.60%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15	\$0.00			MOU
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN	\$ 0.40	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN	\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN	\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / where applicable, per call	XPU	OPEN	\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC)	XPU	OPEN	\$ 0.15	NA	NA	per call
6	WI	ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load per switch per OCN			N/A	\$1,800.00	\$1,800.00	per switch, per OCN
6	WI	ASSISTANCE AUTOMATED CALL GREETING	Branding and Rate/Reference Look Up, per OS/DA call	XPU	OPEN	\$ 0.03			per OS/DA call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group			NA	\$ 800.00	NA	per trunk group
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN			NA	\$ 5,000.00	NA	per state, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN			NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	WI	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN	\$ 0.15	NA	NA	per call
6	WI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN	\$		NA	per work second
6	WI	OPERATOR CALL PROCESSING	Branding-Other-Initial/Subsequent Load, per switch, per OCN				\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	WI	OPERATOR CALL PROCESSING	per call	XPU	OPEN	\$ 0.03			per OS/DA call
6	WI	OPERATOR CALL PROCESSING	Branding - Initial/Subsequent Load - per trunk group				\$ 800.00		per trunk group
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load				\$ 5,000.00		per state, per OCN
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load			NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	WI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load				\$ 0.040	NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates			\$ 0.060		NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	White Page Directory Listings			\$0.00	\$0.00	\$0.00	initial listing is no charge
6	WI	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings						See Tariffs and / or Service Guidebook
6	WI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services			25.00%	N/A	N/A	Flat Rate Discount for Resale
6	WI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service			25.00%	N/A	N/A	Flat Rate Discount for Resale