AT&T Wholesale Agreement

Contract Number: 8996

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

THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
and
INTRADO COMMUNICATIONS INC.

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

between

The Ohio Bell Telephone Company d/b/a AT&T Ohio

and

Intrado Communications Inc.

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

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), by and between the AT&T Inc. owned ILEC, The Ohio Bell Telephone Company d/b/a AT&T Ohio, (only to the extent that the agent for such AT&T-owned ILEC executes this Agreement for such AT&T-owned ILEC and only to the extent that such AT&T-owned ILEC provides Telephone Exchange Services as an ILEC in the state listed below) and Intrado Communications Inc. ("Intrado"), (a Delaware corporation), shall apply to the state of Ohio.

WHEREAS, Intrado represents that it is, or intends to become, a provider of CLEC services and competitive emergency Telephone Exchange Services on a county-wide basis to End Users such as public safety agencies including police, fire, emergency medical, etc., or a common bureau serving a group of such entities offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of Lawful Unbundled Network Elements, Resale Services, purchased from AT&T-OHIO or other entity(ies) and the resale of Telecommunications Services of other carriers

WHEREAS, the Parties want to interconnect their networks at points of interconnection to provide CLEC services and competitive emergency Telephone Exchange Services on a county-wide basis to End Users such as public safety agencies including police, fire, emergency medical, etc., or a common bureau serving a group of such entities over their respective Telephone Exchange Service facilities in the state which is subject to this Agreement; and

WHEREAS, 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 services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, Intrado intends to operate where The Ohio Bell Telephone Company d/b/a AT&T Ohio is the incumbent Local Exchange Carrier and Intrado, a CLEC and a Competitive Emergency Services Telecommunications Carrier, has or, prior to the provisioning of any Interconnection, Resale Services, access to Lawful Unbundled Network Elements, emergency Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide CLEC and competitive emergency Telephone Exchange Services in the foregoing ILEC Service area by the Ohio State Commission;

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of the foregoing recitals, General Terms and Conditions, which are set forth below, together with certain Appendices, Attachments, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below, in Section 1 of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

1.1 General Definitions

1.1.1 "Act" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

1.1.2 "Access Compensation" is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.

1.1.3 "Access Service Request" (ASR) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

1.1.4 "Accessible Letters" are correspondence used to communicate pertinent information regarding AT&T-OHIO to the client/end user community.

1.1.5 "Advanced Services" means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an AT&T-OHIO Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:

1.1.5.1 Data services that are not primarily based on packetized technology, such as ISDN,

1.1.5.2 x.25-based and x.75-based packet technologies, or

1.1.5.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.

1.1.6 "Affiliate" is As Defined in the Act.

1.1.7 "Alternate Billing Service" (ABS) or "Alternately Billed Traffic" (ABT) means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

1.1.8 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

1.1.9 "As Defined in the Act" means as specifically defined by the Act.

1.1.10 "As Described in the Act" means as described in or required by the Act.

1.1.11 "AT&T Inc." (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-ALABAMA, d/b/a AT&T-FLORIDA, d/b/a AT&T-GEORGIA, d/b/a AT&T-KENTUCKY, d/b/a AT&T-LOUISIANA, d/b/a AT&T-MISSISSIPPI, d/b/a AT&T-NORTH CAROLINA, d/b/a AT&T-SOUTH CAROLINA and d/b/a AT&T-TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T-ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T-INDIANA, Michigan Bell Telephone Company d/b/a AT&T-MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T-NEVADA, 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.

1.1.12 Intentionally Omitted.

1.1.13 Intentionally Omitted.

1.1.14 Intentionally Omitted.

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1.1.26 Intentionally Omitted.

1.1.27 Intentionally Omitted.

1.1.28 Intentionally Omitted.

1.1.29 "AT&T-OHIO" - As used herein, AT&T-OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio (and previously referred to as "SBC Ohio"), the applicable AT&T-owned ILEC doing business in Ohio.

1.1.30 Intentionally Omitted.

1.1.31 Intentionally Omitted.

1.1.32 Intentionally Omitted.

1.1.33 Intentionally Omitted.

1.1.34 "Automated Message Accounting" (AMA) is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

1.1.35 "Bona Fide Request" (BFR) is the process described in the applicable Appendix Lawful UNEs.

1.1.36 "Business Day" means Monday through Friday, excluding holidays on which AT&T-OHIO does not provision new retail services and products.

1.1.37 "Busy Line Verification" (BLV) means a service whereby an End User requests an operator to confirm the busy status of a line.

1.1.38 "CABS" means the Carrier Access Billing System.

1.1.39 "Calling Name Delivery Service" (CNDS) means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the End User's premise between the first and second ring for display on compatible End User premises equipment.

1.1.40 "Central Automatic Message Accounting (CAMA) Trunk" means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from Intrado's switch to an AT&T-OHIO E911 Selective Router or from an AT&T-OHIO switch to an Intrado E911 Selective Router.

1.1.41 "Centralized Message Distribution System" (CMDS) means the transport system that LECs use to exchange outcollect and Carrier Access Billing System "CABS" access messages among each other and other Parties connected to CMDS.

1.1.42 "Central Office Switch" (Central Office) is a switching entity within, the public switched telecommunications network, including but not limited to:

1.1.42.1 "End Office Switch" or "End Office" is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

1.1.42.2 "Tandem Office Switch" or "Tandem(s)" are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

1.1.43 "Charge Number" is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.

1.1.44 "Claim" means any pending or threatened claim, action, proceeding or suit.

1.1.45 "Collocation" is an arrangement where Intrado leases space at an AT&T-OHIO premises for the placement of equipment necessary for Interconnection or access to AT&T-OHIO Lawful UNEs.

1.1.46 "Commercial Mobile Radio Services" (CMRS) means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.

1.1.47 "Commission" means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term "Commission" means the Public Utilities Commission of Ohio (PUC-OH).

1.1.48 "Common Channel Signaling" (CCS) means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

1.1.49 "Common Language Location Identifier" (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

1.1.50 "Competitive Emergency Services Telecommunications Carrier" means a telephone company certificated by the Commission engaged in the provision of competitive local emergency Telephone Exchange Services on a county-wide basis.

1.1.51 "Competitive Local Exchange Carrier" (CLEC) means, with respect to a service area, any facilities-based and nonfacilities-based, local exchange carrier that was not an incumbent local exchange carrier on the date of the enactment of the Telecommunications Act of 1996, or is not an entity that, on or after such date of enactment, became a successor or assign of an incumbent local exchange carrier.

1.1.52 "Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with

or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

1.1.53 "Customer Usage Data" means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by AT&T-OHIO and forwarded to Intrado.

1.1.54 "Custom Local Area Signaling Service Features" (CLASS) means certain call-management service features that are currently available from AT&T-OHIO's local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.1.55 "Customer Name and Address Information" (CNA) means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

1.1.56 "Data Interexchange Carrier" (DIXC) is a process designed to facilitate the reciprocal exchange of voice traffic load data between AT&T-OHIO and Intrado interconnecting with its network. This reciprocal exchange of data enables AT&T-OHIO and Intrado to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.

1.1.57 "Declassified" or "Declassification" means the situation where a network element, including a network element referred to as a Lawful UNE under this Agreement, ceases to be a Lawful UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "Declassified."

1.1.58 "Delaying Event" means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

1.1.58.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;

1.1.58.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

1.1.58.3 any Force Majeure Event.

1.1.59 "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

1.1.60 "Digital Signal Level" is one of several transmission rates in the time-division multiplex hierarchy.

1.1.60.1 "Digital Signal Level 0" (DS-0) is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.1.60.2 "Digital Signal Level 1" (DS-1) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.1.60.3 "Digital Signal Level 3" (DS-3) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

1.1.61 "Digital Subscriber Line" (DSL) is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.

1.1.62 "Electronic File Transfer" is any system or process that utilizes an electronic format and protocol to send or receive data files.

1.1.63 "End User" means the retail, end-use, dial tone customer of either Party, or the PSAP served by either Party receiving 911 calls for the purpose of initiating the emergency or public safety response. Where one or the other form of end user is specifically required, "End User" shall refer to the retail, dial tone customer, while "PSAP End User" shall refer to the PSAP.

1.1.64 "Enhanced Service Provider" (ESP) is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.

1.1.65 "Exchange Access" is As Defined in the Act.

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

1.1.67 "Exchange Message Interface" (EMI) (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

1.1.68 "Exchange Service" means Telephone Exchange Service, As Defined in the Act.

1.1.69 "Feature Group A" (FGA) means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call.

1.1.70 "Feature Group D" (FGD) is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.

1.1.71 "FCC" means the Federal Communications Commission.

1.1.72 "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.

1.1.73 "Foreign Exchange" (FX) or "FX-like" service means a retail service offering which allows FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. "FX Telephone Numbers" are those telephone numbers with rating and routing point that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation).

1.1.74 "Fraud Monitoring System" means an off-line administration system that monitors suspected occurrences of ABT-related fraud.

1.1.75 "Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

1.1.76 "Incumbent Local Exchange Carrier" (ILEC) is As Defined in the Act.

1.1.77 "Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

1.1.78 "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.

1.1.79 "Integrated Services Digital Network" (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).

1.1.80 "Interconnection" is as Defined in the Act and the rules and regulations of the FCC.

1.1.81 "Interconnection Activation Date" is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.

1.1.82 "Interexchange Carrier" (IXC) means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.1.83 "InterLATA" is As Defined in the Act.

1.1.84 "Intermediate Distribution Frame" (IDF) is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.

1.1.85 "Internet Service Provider" (ISP) is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.

1.1.86 "ISP-Bound Traffic" shall mean telecommunications traffic, defined in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order") and the FCC's Order on Remand and Report and Order, *In the Matters of High Cost Universal Service Reform; Federal-State Joint Board on Universal Service; Lifeline and Link Up; Universal Service Contribution Methodology; Numbering Resource Optimization; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Developing a Unified Intercarrier Compensation Regime; Intercarrier Compensation for ISP-Bound Traffic; IP-Enabled Services, CC Docket Nos. 96-45, 99-200, 96-98, 01-92, 99-68, WC Docket Nos. 05-337, 03-109, 06-122, 04-36, Order on Remand and Report and Order and Further Notice of Proposed Rulemaking*, 2008 WL 4821547 (F.C.C.), FCC 08-262 (rel. Nov. 5, 2008).

1.1.87 "IntraLATA Toll Traffic" means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.

1.1.88 "Jurisdictional Identification Parameter" (JIP) is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.

1.1.89 "Lawful," when used in relation to unbundling, unbundled network elements, network elements and/or UNEs or activities involving UNEs, means required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.

1.1.90 "Line Information Data Base" (LIDB) means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through

CCS networks. LIDB contains records associated with End User line numbers and special billing numbers.

1.1.91 "Local Access Transport Area" (LATA) is As Defined in the Act.

1.1.92 "Local Exchange Carrier" (LEC) is As Defined in the Act.

1.1.93 "Local Exchange Routing Guide" (LERG) is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.

1.1.94 "Local Interconnection Trunks/Trunk Groups" are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE.

1.1.95 "Local Loop Transmission", "Lawful Unbundled Local Loop", "Loop" means the transmission path which extends from the Network Interface Device or demarcation point at an End User's premise to the Main Distribution Frame or other designated frame or panel in the AT&T-OHIO Serving Wire Center.

1.1.96 "Local Number Portability" (LNP) means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).

1.1.97 "Location Routing Number" (LRN) is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

1.1.98 "Local Service Provider" (LSP) is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.

1.1.99 "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).

1.1.100 "MECAB" refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

1.1.101 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

1.1.102 "Meet-Point Billing" (MPB) refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

1.1.103 "Multiple Bill/Single Tariff" is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.

1.1.104 "Network Data Mover" (NDM) is an industry standard protocol for transferring information electrically.

1.1.105 "Network Element" is As Defined in the Act.

1.1.106 "North American Numbering Plan" (NANP) A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

1.1.107 "Numbering Plan Area" (NPA) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

1.1.108 "Number Portability" is As Defined in the Act.

1.1.109 "NXX" or "Central Office Code" is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.1.110 "Ordering and Billing Forum" (OBF) is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

1.1.111 "Out of Exchange LEC" (OE-LEC) means Intrado Communications Inc. operating within AT&T-OHIO's incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.

1.1.112 "Out of Exchange Traffic" is defined as local, transit, or intraLATA traffic to or from a non-AT&T ILEC exchange area.

1.1.113 "Party" means either Intrado or the AT&T-owned ILEC; use of the term "Party" includes each of the AT&T-owned ILEC(s) that is a party to this Agreement. "Parties" means both Intrado and the AT&T-owned ILEC; use of the term "Parties" includes each of the AT&T-owned ILEC(s) that is a party to this Agreement.

1.1.114 "Permanent Number Portability" (PNP) is a long term method of providing LNP using LRN.

1.1.115 "Person" means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.

1.1.116 "Physical Collocation" is as defined in Appendix Physical Collocation.

1.1.117 "Plain Old Telephone Service" (POTS) means telephone service for the transmission of human speech.

1.1.118 "Point of Interconnection" (POI) is a technically feasible point on the AT&T-OHIO network identified by Intrado where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide, or for 911 traffic at the Selective Router of the Designated 911 Service Provider that serves the 911 caller's designated PSAP, and that is within AT&T OHIO's serving area, and each Party bears the cost of getting to the Selective Router.

1.1.119 "Port" is the point of interface/access connection to the AT&T-OHIO public switched network. This may be a switch line side interface or switch trunk side interface.

1.1.120 "Rate Center Area" means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC

for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

1.1.121 "Rating Point" means the V&H coordinates associated with a particular telephone number for rating purposes.

1.1.122 "Referral Announcement" refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

1.1.123 "Routing Point" is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.1.124 "Section 251(b)(5) Traffic" shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

1.1.125 "Service Provider Number Portability" (SPNP) is synonymous with Permanent Number Portability "PNP".

1.1.126 Intentionally Omitted.

1.1.127 "Service Switching Point" (SSP) is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.

1.1.128 "Signaling System 7" (SS7) means a signaling protocol used by the CCS Network.

1.1.129 "Signal Transfer Point" (STP) performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

1.1.130 "State Abbreviation" means:

1.1.130.1 "OH" means Ohio

1.1.131 "Switched Access Detail Usage Data" means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.

1.1.132 "Switched Exchange Access Service" means the offering of transmission or switching cervices 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.

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

1.1.134 "Telecommunications" is As Defined in the Act.

1.1.135 "Telecommunications Carrier" is As Defined in the Act.

1.1.136 "Telecommunications Service" is As Defined in the Act.

1.1.137 "Telephone Exchange Service" is As Defined in the Act.

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

1.1.139 "Third Party" means any Person other than a Party.

1.1.140 "Toll Billing Exception Service" (TBE) means a service that allows End Users to restrict third number billing or collect calls to their lines.

1.1.141 "Trunk" means a communication line between two switching systems.

1.1.142 "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.1.143 "Lawful Unbundled Network Element" or "Lawful UNE" is as defined in Appendix Lawful UNEs (Lawful Provision of Access to Unbundled Network Elements).

1.1.144 "Virtual Collocation" is as defined in Appendix Virtual Collocation.

1.1.145 "Wire Center" is the location of one or more local switching systems. A point at which End Users' loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

1.1.146 "Main Distribution Frame" (MDF) means the termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. 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" and/or "but not limited to". The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

2.2 Headings Not Controlling

2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular appendix, attachment, exhibit, schedule or addenda may otherwise have.

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to Section 23, whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, AT&T-OHIO Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a "Referenced Instrument"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

2.4.1 References herein to Sections, Paragraphs, Exhibits, Parts, Schedules, and Appendices shall be deemed to be references to Sections, Paragraphs and Parts of, and Exhibits, Schedules and Appendices to, this Agreement unless the context shall otherwise require.

2.5 Tariff References

2.5.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to the Intrado and only the AT&T-OHIO ILEC(s) that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

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

2.5.3 Any state or federal tariff references made within this Agreement, including all Attachments/Appendices, refer to tariffs filed by AT&T-OHIO, as such tariffs may be modified from time to time.

2.6 Conflict in Provisions

2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

2.7 Joint Work Product

2.7.1 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.

2.8 Severability

2.8.1 If any provision of this Agreement is rejected or 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. The Parties negotiated the terms and conditions of this Agreement for Interconnection, Resale Services and Lawful Unbundled Network Elements as a total arrangement and it is intended to be nonseverable.

2.9 Incorporation by Reference

2.9.1 All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all attachments, appendices and/or schedules hereto) and every Interconnection, service and network element provided hereunder, are subject to all other Provisions contained in this Agreement (including any and all attachments, appendices and/or schedules hereto), and all such Provisions are integrally related.

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by AT&T-OHIO, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). AT&T-OHIO has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within ninety (90) calendar days after the date of such notice, a Party may pursue its rights under Section 12.

2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement provided that the Parties shall comply with all obligations which exist under Applicable Law. By way of example only, the Parties acknowledge that the PUC-OH's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.

2.11 State-Specific Rates, Terms and Conditions

2.11.1 For ease of administration, this Agreement contains certain specified rates, terms and conditions which apply only in Ohio ("state-specific terms"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.

2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.

2.11.3 Successor Rates. Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket

(including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 12.

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein except for the Out of Exchange Appendix, AT&T-OHIO's obligations under this Agreement shall apply only to:

2.12.1.1 the specific operating area(s) or portion thereof in which AT&T-OHIO is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that Intrado is operating and offering service to End Users identified to be residing in such ILEC Territory; and

2.12.1.2 assets that AT&T-OHIO owns or leases and which are used in connection with AT&T-OHIO's provision to Intrado of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, 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").

2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which AT&T-OHIO agrees to provide Intrado with access to Lawful Unbundled Network Elements 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-OHIO's incumbent local exchange areas for the provision of Intrado's CLEC and Competitive Emergency Telecommunications Services. The Parties acknowledge and agree that AT&T-OHIO is only obligated to make available Lawful UNEs and access to Lawful 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 Intrado in AT&T-OHIO's incumbent local exchange areas. AT&T-OHIO has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale, to Intrado for the purposes of Intrado providing and/or extending service outside of AT&T-OHIO's incumbent local exchange areas. In addition, AT&T-OHIO is not obligated to provision Lawful UNEs or to provide access to Lawful 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-OHIO's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in AT&T-OHIO's current Interconnection Agreement, and any associated provisions set forth elsewhere in Intrado's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful 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 only apply to the Parties and be available to Intrado for provisioning telecommunication services within an AT&T-OHIO incumbent local exchange area(s) in the State in which Intrado's current Interconnection Agreement with AT&T-OHIO has been approved by the relevant state Commission and is in effect.

2.12.1.4 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by AT&T-OHIO under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 2.12.1.3, above, and require only the provision of Lawful UNEs, regardless of whether the term "Lawful" is used as part of the reference to unbundled network elements.

2.13 Affiliates

2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind AT&T-OHIO, Intrado and any entity that currently or subsequently is owned or controlled by or under common ownership or control with Intrado. Intrado further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between AT&T-OHIO and any such Intrado Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to Intrado and any such Intrado Affiliate for the term of this Agreement as stated herein until either AT&T-OHIO or Intrado or any such Intrado Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, the existing Agreement will not supersede a currently effective interconnection agreement between any such Intrado Affiliate and AT&T-OHIO until the expiration of such other agreement.

2.14 This Agreement sets forth the terms and conditions pursuant to which AT&T-OHIO agrees to provide Intrado with Interconnection, access to Lawful UNEs, Collocation and Resale in AT&T-OHIO's incumbent local exchange areas for the provision of Intrado's Telecommunications Services ((Act, Section 251(c)). The Parties acknowledge and agree that AT&T-OHIO is only obligated to make available Interconnection, Lawful UNEs, Collocation and Resale to Intrado in AT&T-OHIO's incumbent local exchange areas. AT&T-OHIO has no obligation to provide Lawful UNEs, Collocation and Resale to Intrado for the purposes of Intrado providing and/or extending service outside of AT&T-OHIO's incumbent local exchange areas. In addition, AT&T-OHIO is not obligated to provision Lawful UNEs, Collocation and Resale or provide any other rights under Section 251 (c) of the Act outside of AT&T-OHIO's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Interconnection Agreement, and any associated provisions set in the Attachments, Appendices, Schedules and/or Exhibits in Intrado's current Interconnection Agreement (including but not limited to the associated Interconnection, Lawful UNE, Collocation and Resale rates set forth in this Agreement), shall only apply and be available to Intrado for provisioning services within an AT&T-OHIO incumbent local exchange area(s) in the State in which Intrado 's Interconnection Agreement has been approved by the Commission and is in effect.

3. NOTICE OF CHANGES -- SECTION 251(c)(5)

3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules"). AT&T-OHIO will not discontinue any Lawful UNE, Interconnection arrangement, function, facility, product or service (excluding Resale Services), that AT&T-OHIO is required to provide to Intrado under this Agreement unless and until: (i) AT&T-OHIO provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to AT&T-OHIO's proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following AT&T-OHIO's exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 Intentionally Omitted.

4.2 AT&T-OHIO and Intrado shall each use their best efforts to meet the Interconnection Activation Dates.

4.3 Each Party is individually responsible to provide facilities within its network that 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 in the standard format compatible with AT&T-OHIO's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. 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.

4.4 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 End Users in their respective designated service areas.

4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

5. INSURANCE

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

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

5.1.2 Commercial General Liability insurance with minimum limits of: $2,000,000 General Aggregate limit; $1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $2,000,000 Products/Completed Operations Aggregate limit, with a $1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of $1,000,000 are also required if this Agreement involves collocation or structure access. AT&T-OHIO, its affiliates, officers, agents and employees, shall be listed as additional insured on the Commercial General Liability policy. A waiver of subrogation shall be in favor of AT&T-OHIO. The liability policies shall be primary and non-contributory from any insurance that is maintained by AT&T-OHIO.

5.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

5.1.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in this Section.

5.1.5 The Parties agree that companies affording the insurance coverage required under this Section shall have a rating of A or better and a Financial Size Category rating of VIII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

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

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

5.1.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate

of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

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

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

5.1.8 This Section 5.1 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

5.2 Simultaneously with Intrado's execution of this Agreement, Intrado shall insert its appropriate state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or Lawful Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

6. ASSIGNMENT

6.1 Assignment of Contract

6.1.1 Intrado may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of AT&T-OHIO. Any attempted assignment or transfer that is not permitted is void *ab initio*.

6.1.2 Intrado may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to AT&T-OHIO, provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, Intrado may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with AT&T-OHIO under Sections 251 and 252 of the Act unless and until such separate agreement has been terminated pursuant to its terms. Any attempted assignment or transfer that is not permitted is void *ab initio*.

6.2 Corporate Name Change and/or change in "d/b/a" only

6.2.1 Any assignment or transfer of an Agreement wherein only the Intrado name is changing, and which does not include a change to an Intrado OCN/ACNA, constitutes an Intrado Name Change. For an Intrado Name Change, Intrado will incur a record order charge for each Intrado CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per End User record. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices.

6.3 Company Code Change

6.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes an Intrado Company Code Change. For the purposes of this Section, "assets" means any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under that Agreement. Intrado shall provide AT&T-OHIO with ninety (90) calendar days advance written notice of any assignment associated with an Intrado Company Code Change and obtain AT&T-OHIO consent. AT&T-OHIO shall not unreasonably withhold consent to an Intrado Company Code Change; provided,

however, AT&T-OHIO consent to any Intrado Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the Intrado Company Code Change. In addition, Intrado acknowledges that Intrado may be required to tender additional assurance of payment if requested under the terms of this Agreement.

6.3.2 For any Intrado Company Code Change, Intrado must submit a service order changing the OCN/ACNA for each End User record and/or a service order for each circuit ID number, as applicable. Intrado shall pay the appropriate charges for each service order submitted to accomplish an Intrado Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, Intrado shall pay any and all previously approved charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

6.4 Assignment of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service.

6.4.1 Any assignment or transfer of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed an Intrado to carrier Mass Migration. Intrado, as a Party to this Agreement, shall provide AT&T-OHIO with ninety (90) calendar days advance written notice of any Intrado to carrier Mass Migration. Intrado's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring carrier must cure any outstanding charges associated with any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring carrier may be required to tender additional assurance of payment if requested under the terms of the acquiring carrier's agreement.

6.4.2 Both carriers involved in any Intrado to carrier Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to End Users. The acquiring carrier shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for Interconnection) will apply as specified in the Appendix Pricing, Schedule of Prices to the acquiring carrier's agreement. In addition, the acquiring carrier shall pay any and all charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

6.5 Project Coordination

6.5.1 AT&T-OHIO will provide project management support to effectuate changes of the types identified in Section 6.5.2.

6.5.2 AT&T-OHIO will provide project management support to minimize any possible service outages during any Intrado to carrier Mass Migration. Should AT&T-OHIO's most current version of ASOR or other relevant ordering guidelines not support the required order activity, AT&T-OHIO will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that Intrado provides to AT&T-OHIO any and all information AT&T-OHIO reasonably requests to effectuate such changes.

6.6 When an End User changes its service provider from AT&T-OHIO to Intrado or from Intrado to AT&T-OHIO and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the End User's new telephone number.

6.7 Intentionally Omitted.

6.8 Intentionally Omitted.

6.9 The following applies to AT&T OHIO only:

6.9.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

6.10 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 (for example, 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.

6.11 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.

6.12 This Agreement contains comprehensive OSS terms and conditions; however, Intrado represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to Lawful UNEs, resold services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.

6.13 The Parties acknowledge and agree that they do not intend to include products and services in this Agreement that do not have corresponding rates and charges. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties agree that they will agree upon a rate or charge to include in this Agreement before the product or service is provided or performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

7. EFFECTIVE DATE, TERM AND TERMINATION

7.1 In AT&T OHIO the Agreement is Effective upon filing ("Effective Date") and is deemed approved by operation of law on the 91st day after filing.

7.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire three (3) years from the Effective Date ("Term"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 7.3 or 7.4.

7.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 7.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

7.4 If pursuant to Section 7.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 7.5 and 7.6. Neither Party shall have any

liability to the other Party for termination of this Agreement pursuant to this Section 7.4 other than its obligations under Sections 7.5 and 7.6.

7.5 Upon termination or expiration of this Agreement in accordance with Sections 7.2, 7.3 or 7.4:

7.5.1 Each Party shall continue to comply with its obligations set forth in Section 42, Scope of this Agreement; and

7.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 10.4 hereof;

7.5.3 Each Party's confidentiality obligations shall survive; and

7.5.4 Each Party's indemnification obligations shall survive.

7.6 If either Party serves notice of expiration pursuant to Section 7.2 or Section 7.4, Intrado shall have ten (10) calendar days to provide AT&T-OHIO written confirmation if Intrado wishes to pursue a successor agreement with AT&T-OHIO or terminate its agreement. Intrado shall identify the action to be taken on each applicable (13) state(s). If Intrado wishes to pursue a successor agreement with AT&T-OHIO, Intrado shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with AT&T-OHIO under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of Intrado's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

7.7 If written notice is not issued pursuant to Section 7.2, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which AT&T-OHIO received Intrado's Section 252(a)(1) request.

7.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), Intrado withdraws its Section 252(a)(1) request, Intrado must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that Intrado does not wish to pursue a successor agreement with AT&T-OHIO for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date Intrado provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following AT&T-OHIO's receipt of Intrado's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 7.5 of this Agreement.

7.9 If Intrado does not affirmatively state that it wishes to pursue a successor agreement with AT&T-OHIO in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the AT&T-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date Intrado provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following Intrado provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 7.5 of this Agreement.

7.10 In the event of termination of this Agreement pursuant to Section 7, AT&T-OHIO and Intrado shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that Intrado shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

8. END USER FRAUD

8.1 AT&T-OHIO shall not be liable to Intrado for any fraud associated with Intrado's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Traffic (ABT), unless any resulting loss is attributable to AT&T-OHIO's gross negligence or willful misconduct. ABT is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABT calls: calling card, collect, and third number billed calls.

8.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

8.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 8.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

8.4 AT&T-OHIO will provide notification messages to Intrado on suspected occurrences of ABT-related fraud on Intrado accounts stored in the applicable LIDB. AT&T-OHIO will provide such alert messages via fax.

8.4.1 Intentionally Omitted.

8.4.2 Intrado understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. Intrado understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. Intrado understands and agrees that it will also need to determine what, if any, action Intrado should take as a result of a Fraud Monitoring System alert.

8.4.3 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

9. ASSURANCE OF PAYMENT

9.1 Upon request by AT&T-OHIO, Intrado will provide AT&T-OHIO with adequate assurance of payment of amounts due (or to become due) to AT&T-OHIO.

9.2 Assurance of payment may be requested by AT&T-OHIO if:

9.2.1 at the Effective Date Intrado had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to AT&T-OHIO for charges incurred by Intrado; or

9.2.2 in AT&T-OHIO's reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of Intrado. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about Intrado that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or

9.2.3 Intrado fails to timely pay a bill rendered to Intrado by AT&T-OHIO (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Intrado has complied with all requirements set forth in Section 11.3); or

9.2.4 Intrado admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

9.3 Unless otherwise agreed by the Parties, the assurance of payment will consist of

9.3.1 a cash security deposit in U.S. dollars held by AT&T-OHIO ("Cash Deposit") or

9.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-OHIO naming the AT&T-owned ILEC(s) designated by AT&T-OHIO as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to AT&T-OHIO ("Letter of Credit").

9.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by AT&T-OHIO, for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by AT&T-OHIO under this Agreement.

9.4 To the extent that AT&T-OHIO elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.

9.5 A Cash Deposit will accrue interest, however, AT&T-OHIO will not pay interest on a Letter of Credit.

9.6 AT&T-OHIO may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:

9.6.1 Intrado owes AT&T-OHIO undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or

9.6.2 Intrado admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or

9.6.3 The expiration or termination of this Agreement.

9.7 If AT&T-OHIO draws on the Letter of Credit or Cash Deposit, upon request by AT&T-OHIO, Intrado will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 9.3.

9.8 Notwithstanding anything else set forth in this Agreement, if AT&T-OHIO makes a request for assurance of payment in accordance with the terms of this Section, then AT&T-OHIO shall have no obligation thereafter to perform under this Agreement until such time as Intrado has furnished AT&T-OHIO with the assurance of payment requested; provided, however, that AT&T-OHIO will permit Intrado a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.

9.8.1 If Intrado fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, AT&T-OHIO may also invoke the provisions set forth in Section 11.5 through Section 11.7.

9.9 A cash deposit held by AT&T-OHIO shall be returned to Intrado at the expiration of twelve months from the date the Intrado receives its first bill under this Agreement after paying the cash deposit, so long as Intrado made satisfactory payment of all charges billed under this Agreement during that twelve month period. For purposes of the preceding sentence, "satisfactory payment" shall mean that payment was made after the date the bill is due no more than one time during the twelve month period and that no payment was made by a check that was subsequently dishonored. If the Intrado does not meet these refund criteria, the deposit may be retained for an additional six months, at the end of which another review will be made to determine whether Intrado has made satisfactory payment (as defined in the preceding sentence) of all charges within the twelve months immediately preceding that review.

9.10 The fact that a Cash Deposit or Letter of Credit is requested by AT&T-OHIO shall in no way relieve Intrado from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

10. BILLING AND PAYMENT OF CHARGES

10.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

10.1.1 Remittance in full of all bills rendered by AT&T-OHIO is due within thirty (30) calendar days of each bill date (the "Bill Due Date"). Payment must be made in accordance with the terms set forth in Section 10.3 of this Agreement.

10.1.2 Intentionally Omitted.

10.1.3 Intentionally Omitted.

10.1.4 Remittance in full of all bills rendered by Intrado is due within thirty (30) calendar days of each bill date (the "Bill Due Date. To avoid late payment charges, Intrado can either pay all billed charges to AT&T by the bill due date or pay all undisputed billed charges to AT&T when due and pay any properly disputed and fact based claimed amounts into escrow by the Bill Due Date.

10.1.5 If Intrado fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from Intrado after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T-OHIO as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided below, as applicable.

10.1.5.1 If any charge incurred under this Agreement that is billed out of any AT&T-OHIO billing system is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable AT&T-OHIO intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any AT&T-OHIO billing system will comply with the process set forth in the AT&T-OHIO intrastate access services tariff for Ohio.

10.1.5.2 Intentionally Omitted.

10.1.5.3 If any charge incurred under this Agreement that is billed out of any AT&T-OHIO billing system is Past Due, the unpaid amounts will accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.

10.2 If any charge incurred by either Party under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-OHIO intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

10.3 The Parties shall make all payments to the other Party via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by that Party. Remittance information will be communicated together with the funds transfer via the ACH network. Intrado must use the CCD+ or the CTX transaction set. Intrado and AT&T-OHIO will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by the other Party no later than the Bill Due Date of each bill or Late Payment Charges will apply. Neither Party is liable for any delays in receipt of funds or errors in entries caused by Intrado the other Party or Third Parties, including a Party's financial institution. Each Party is responsible for its own banking fees.

10.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. Each Party is responsible for any Late Payment Charges resulting from the Party's failure to use electronic funds credit transfers through the ACH network.

10.4 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") must, 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 listed in Section 12.4.1. The Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts [other than disputed charges arising from Appendix Intercarrier Compensation] into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.

10.5 Intentionally Omitted.

10.6 Requirements to Establish Escrow Accounts.

10.6.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:

10.6.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

10.6.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and

10.6.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH (credit transactions) (electronic funds) transfers.

10.6.2 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:

10.6.2.1 The escrow account must be an interest bearing account;

10.6.2.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

10.6.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;

10.6.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and

10.6.2.5 disbursements from the escrow account will be limited to those:

10.6.2.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or

10.6.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 12.7; or

10.6.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 12.7.

10.6.3 Intentionally Omitted.

10.6.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 12.

10.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:

10.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;

10.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;

10.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and

10.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 10.1.5.

10.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 10.7.1.1 and Section 10.7.1.3 are completed within the times specified therein.

10.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 10.7 shall be grounds for termination of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.

10.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

10.10 Exchange of Billing Message Information

10.10.1 AT&T-OHIO will provide Intrado a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services provided hereunder ("Customer Usage Data"). Such Customer Usage Data will be provided by AT&T-OHIO in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each AT&T-owned ILEC. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service to the extent that similar usage sensitive information is provided to retail End Users of AT&T-OHIO within that state, (ii) with sufficient detail to enable Intrado to bill its End Users for usage sensitive services furnished by AT&T-OHIO in connection with Resale Service provided by AT&T-OHIO. Procedures and processes for implementing the interfaces with AT&T-OHIO will be included in implementation requirements documentation.

10.10.2 To establish file transmission for the Daily Usage File, Intrado must provide to AT&T-OHIO a separate written request for each state no less than sixty (60) calendar days prior to the desired first transmission date for each file.

10.10.3 Call detail for LEC-carried calls that are alternately billed to Intrado End Users' lines provided by AT&T-OHIO through Resale will be forwarded to Intrado as rated call detail on the DUF.

10.10.4 Intentionally Omitted.

10.10.5 Interexchange call detail on Resale Services that is forwarded to AT&T-OHIO for billing, which would otherwise be processed by AT&T-OHIO for its retail End Users, will be returned to the IXC and will not be passed through to Intrado. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when AT&T-OHIO records the message.

10.11 When Intrado serves its End User via switch-based service, both Parties will settle tariffed ABT charges for calls accepted by each Party's End Users, except in AT&T Connecticut. The originating Party will pay the Party that has the billable End User a Billing and Collection (B&C) fee per billed message as set forth in the pricing schedule.

11. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

11.1 If a Party is furnished Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 11.1 through 11.7, inclusive, shall be applied separately for each such state.

11.2 Failure to pay charges shall be grounds for disconnection of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.

11.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:

11.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 12.4.1 of this Agreement, together with the reasons for its dispute; and

11.3.2 pay all undisputed Unpaid Charges to the Billing Party; and

11.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Intercarrier Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 10.6; and

11.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 10.6 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Intercarrier Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Intercarrier Compensation] has been deposited into an escrow account that complies with Section 10.6 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 12.

11.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 12.

11.5 AT&T-OHIO

11.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 11.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 10.6 within the time specified in Section 11.3, (c) timely furnish any assurance of payment requested in accordance with Section 9 or (d) make a payment in accordance with the terms of any mutually agreed 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 payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:

11.5.1.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or

11.5.1.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement.

11.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 11.5.1, Section 11.5.1.1 and Section 11.5.1.2:

11.5.2.1 will 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

11.5.2.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.

11.6 AT&T-OHIO

11.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 11.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,

11.6.1.1 cancel any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

11.6.1.2 discontinue providing any Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.

11.6.1.2.1 Intentionally Omitted.

11.6.1.2.2 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of discontinuance of service.

11.6.1.2.3 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

11.7 Intentionally Omitted.

11.8 Intentionally Omitted.

11.9 Limitation on Back-billing and Credit Claims:

11.9.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to

11.9.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.

11.9.1.2 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, Unbundled Network Elements, Collocation, facilities, functions, product and services purchased under this Agreement. Intercarrier Compensation is specifically excluded from this Section and is addressed separately in the Intercarrier Compensation Attachment.

12. DISPUTE RESOLUTION

12.1 Finality of Disputes

12.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

12.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.

12.2 Alternative to Litigation

12.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

12.3 Commencing Dispute Resolution

12.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

12.3.1.1 Service Center or Collocation Service Center (CSC);

12.3.1.2 Informal Dispute Resolution; and

12.3.1.3 Formal Dispute Resolution, each of which is described below.

12.4 Service Center or CSC Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to AT&T-OHIO for Disputed Amounts must be made on the "13 Billing Claims Dispute Form".

12.4.1 If the written notice given pursuant to Section 12.3 discloses that an Intrado dispute relates to billing, then the procedures set forth in this Section 12.4 shall be used and the dispute shall first be referred to the appropriate Service Center for resolution. In order to resolve a billing dispute, Intrado shall furnish AT&T-OHIO written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that Intrado disputes the billed amount. To be deemed a "dispute" under this Section 12.4, Intrado must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 10.6 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Lawful Unbundled Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 12.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute Intrado's irrevocable and full waiver of its right to dispute the subject charges.

12.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on AT&T-OHIO's current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the Intrado furnishes all requisite information and evidence under Section 12.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, AT&T-OHIO will notify Intrado of the status of the dispute and the expected resolution date.

12.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that Intrado furnishes all requisite information and evidence under Section 12.4.1), AT&T-OHIO will notify Intrado of the status of the dispute and the expected resolution date.

12.4.4 Any notice of Disputed Amounts given by AT&T-OHIO to Intrado pursuant to Section 12.3 shall furnish Intrado written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that AT&T-OHIO disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided AT&T-OHIO, furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, Intrado will notify AT&T-OHIO of the status of the dispute and the expected resolution date.

12.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 12.4, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 12.5 of this Agreement.

12.5 Informal Resolution of Disputes

12.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 12.3 or Section 12.4.5, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such

communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

12.6 Formal Dispute Resolution

12.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 12.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 12.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 12.3.

12.6.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 12.7 below:

12.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 12.3. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 12.3, the Parties will annualize the actual number of months billed.

12.6.3 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 12.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

12.6.4 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

12.6.4.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

12.6.4.2 Actions to compel compliance with the Dispute Resolution process.

12.6.4.3 All claims arising under federal or state statute(s), including antitrust claims.

12.7 Arbitration

12.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Chicago, Illinois unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and

binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

13. AUDITS – APPLICABLE IN AT&T-OHIO

13.1 Subject to the restrictions set forth in Section 22 "Confidentiality" and except as may be otherwise expressly provided in this Agreement, a Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

13.1.1 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) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

13.1.2 Such audit shall be conducted by an independent auditor acceptable to both Parties. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

13.1.3 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 auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of End Users of Audited Party.

13.1.4 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.

13.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) 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 the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 10.1 for the number of calendar 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.

13.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any

independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

13.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar 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 13.1. Any additional audit shall be at the requesting Party's expense.

13.2 Intentionally Omitted.

14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

14.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, LAWFUL UNBUNDLED NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER 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. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

15. LIMITATION OF LIABILITY

15.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount AT&T-OHIO or Intrado has charged or would have charged to the other Party for the affected Interconnection, Lawful Unbundled Network Elements, Collocation, or functions, facilities, products and service(s) that were not performed or provided or were improperly performed or provided.

15.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

15.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User 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 End User or Third Party for the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If 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, the first 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.

15.4 Neither Intrado nor AT&T-OHIO shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 16 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 15.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.

15.5 AT&T-OHIO shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, and Collocation Equipment unless the damage is caused by AT&T-OHIO's gross negligence or willful misconduct. AT&T-OHIO does not guarantee or make any warranty with respect to Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services when used in an explosive atmosphere.

15.6 Intrado hereby releases AT&T-OHIO from any and all liability for damages due to errors or omissions in Intrado's End User listing information as provided by Intrado to AT&T-OHIO under this Agreement, including any errors or omissions occurring in Intrado's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.

15.7 AT&T-OHIO's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. AT&T-OHIO shall not be liable to Intrado, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T-OHIO has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Intrado until service is restored.

15.8 Intrado's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Intrado provides E911 Service to AT&T-OHIO, Intrado shall not be liable to AT&T-OHIO, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Intrado has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T-OHIO until service is restored.

15.9 This Section 15 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale

Services, Lawful Unbundled Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

16. INDEMNITY

16.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services 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 Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.

16.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) 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 (iii) 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.

16.3 In the case of any Loss alleged or claimed by an End User of either Party, the Party whose End User alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Lawful Unbundled Network Element, Collocation, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

16.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement involving:

16.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

16.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

16.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such

Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

16.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services; provided under this Agreement; and

16.4.1.2.2 no infringement would have occurred without such modification.

16.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay 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, as applicable to the Indemnifying Party's obligation's under this Agreement.

16.5 Intrado acknowledges that its right under this Agreement to interconnect with AT&T-OHIO's network and to unbundle and/or combine AT&T-OHIO's Lawful Unbundled Network Elements (including combining with Intrado's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

16.5.1 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI *for* Declaratory *Ruling.* 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 decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.

16.5.1.1 AT&T-OHIO agrees to use its best efforts to obtain for Intrado, under commercially reasonable terms, Intellectual Property rights to each Lawful UNE necessary for Intrado to use such Lawful UNE in the same manner as AT&T-OHIO.

16.5.1.2 AT&T-OHIO shall have no obligation to attempt to obtain for Intrado any Intellectual Property right(s) that would permit Intrado to use any Lawful UNE in a different manner than used by AT&T-OHIO.

16.5.1.3 To the extent not prohibited by a contract with the vendor of the network element sought by Intrado that contains Intellectual Property licenses, AT&T-OHIO shall reveal to Intrado the name of the vendor, the Intellectual Property rights licensed to AT&T-OHIO under the vendor contract and the terms of the contract (excluding cost terms). AT&T-OHIO shall, at Intrado's request, contact the vendor to attempt to obtain permission to reveal additional contract details to Intrado.

16.5.1.4 All costs associated with the extension of Intellectual Property rights to Intrado pursuant to Section 18.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the Lawful UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that Lawful UNE including AT&T-OHIO.

16.5.2 AT&T-OHIO hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning Intrado's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Lawful Unbundled Network Elements (including combining with Intrado's Network Elements) in AT&T-OHIO's network or Intrado 's use of other functions, facilities, products or services furnished under this Agreement. Any licenses

or warranties for Intellectual Property rights associated with Lawful UNEs are vendor licenses and warranties and are a part of the Intellectual Property rights AT&T-OHIO agrees in Section 16.5.1.1 to use its best efforts to obtain.

16.5.3 AT&T-OHIO does not and shall not indemnify, defend or hold Intrado harmless, nor be responsible for indemnifying or defending, or holding Intrado harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to Intrado's Interconnection with AT&T-OHIO's network and unbundling and/or combining AT&T-OHIO's Lawful Unbundled Network Elements (including combining with Intrado's Network Elements) or Intrado 's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with Lawful UNEs shall be vendor's indemnities and are a part of the Intellectual Property rights AT&T-OHIO agrees in Section 16.5.1.1 to use its best efforts to obtain.

16.6 Intrado shall reimburse AT&T-OHIO for damages to AT&T-OHIO's facilities utilized to provide Collocation, Interconnection or Lawful UNEs hereunder caused by the negligence or willful act of Intrado, its agents or subcontractors or Intrado's End User or resulting from Intrado's improper use of AT&T-OHIO's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than AT&T-OHIO. Upon reimbursement for damages, AT&T-OHIO will cooperate with Intrado in prosecuting a claim against the person causing such damage. Intrado shall be subrogated to the right of recovery by AT&T-OHIO for the damages to the extent of such payment.

16.7 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable Appendix DSL and/or the applicable commission-ordered tariff, as appropriate) to be deployed or used in connection with or on AT&T-OHIO facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("Indemnitee's") facilities.

16.8 Indemnification Procedures

16.8.1 Whenever a claim shall arise for indemnification under this Section 16, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing 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.

16.8.2 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.

16.8.3 Until such time as Indemnifying Party provides 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.

16.8.4 Upon accepting the defense, 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. So long as the Indemnifying Party is controlling and conducting the defense, 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.

16.8.5 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 refusing Party against, any cost or liability in excess of such refused compromise or settlement.

16.8.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will 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 shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

16.8.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

16.8.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

16.8.9 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 Section 22.

17. PERFORMANCE MEASURES

17.1 Attachment Performance Measures provides monetary payments for failure to meet specified performance standards. The provisions of that Attachment constitute the sole obligation of AT&T-OHIO to pay damages or financial penalties for failure to meet specified performance standards identified in such Attachment and all other Attachments to this Agreement.

18. INTELLECTUAL PROPERTY

18.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

19. NOTICES

19.1 Subject to Section 19.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be

19.1.1 delivered personally;

19.1.2 delivered by express overnight delivery service;

19.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or

19.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in sections 19.1.1, 19.1.2, or 19.1.3.

19.1.5 Notices will be deemed given as of the earliest of:

19.1.5.1 the date of actual receipt,

19.1.5.2 the next Business Day when sent via express overnight delivery service,

19.1.5.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or

19.1.5.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

19.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	INTRADO CONTACT	AT&T-OHIO CONTACT
NAME/TITLE	Intrado Communications Inc. Director – Regulatory Compliance	Contract Management ATTN: Notices Manager
STREET ADDRESS	1601 Dry Creek Drive	311 S. Akard, 9th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Longmont, CO 80503	Dallas, TX 75202-5398
FACSIMILE NUMBER	(720) 494-6600	(214) 464-2006

19.1.7 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

19.2 AT&T-OHIO communicates official information to Intrado via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.

19.3 AT&T-OHIO's Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.

19.4 In AT&T-OHIO, CESTC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

20. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

20.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

20.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

21. NO LICENSE

21.1 Except at otherwise expressly provided in this Agreement, 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.

22. CONFIDENTIALITY

22.1 Each Party anticipates and recognizes that it will come into possession of technical or business information or data about the other Party and/or its customers (including without limitation its End User customers) as a result of this Agreement which will be considered confidential by such other Party. The Parties agree (1) to treat all such information and data as strictly confidential; and (2) to use such information only for purposes of performance under this Agreement. Each Party agrees not to disclose confidential information and/or data of or pertaining to the other Party or its customers (including without limitation its End User customers) to any third party without first securing the written consent of such Party. The foregoing shall not apply to information which is in the public domain. Nothing in this Agreement prevents either Party from disclosing operations results or other data that might reflect the results of this Agreement as a part of that Party's aggregate operating data as long as the disclosed data is at a level of aggregation sufficient to avoid disclosing with specificity information obtained in the operation of this Agreement.

22.2 If a court or governmental agency orders or a third-party requests a Party to disclose or to provide any data or information covered by this section, that Party will immediately inform the other Party of the order or request before such data or information is provided and will inform the other Party both by telephone and certified mail. Notification and consent requirements described above are not applicable in cases where a court order requires the production of billing and/or usage records of or pertaining to an individual customer (including without limitation either Party's End User customer).

22.3 This section will not preclude the disclosure by a Party of information or data subject to this Section to consultants, agents, or attorneys representing that Party, or the Office of the Public Counsel for a State, or appropriate State Commissions or staffs, or FCC Staff, provided that such representatives are informed of the confidential nature of the information and/or date prior to disclosure and are bound by confidentiality requirements that are at least as restrictive as applicable to the Parties to this Agreement.

22.4 The provisions of this section shall survive the expiration and/or termination of this Agreement, unless agreed to in writing by the Parties.

23. INTERVENING LAW

23.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement 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) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, 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 reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

24. GOVERNING LAW

24.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of Ohio shall apply, without regard to Ohio's conflict of laws principles. The Parties submit to personal jurisdiction in Columbus, Ohio, and waive any and all objection to any such venue.

25. REGULATORY APPROVAL

25.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

26. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

26.1 Applies to AT&T-OHIO

26.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier or CESTC to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its CESTC or LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

26.1.2 Only an End User can initiate a challenge to a change in its CESTC or LEC. If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's CESTC or LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.

26.1.3 When an End User changes or withdraws authorization from its CESTC or LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), AT&T-OHIO is free to reclaim the Lawful UNE facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

26.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable state Commission.

27. COMPLIANCE AND CERTIFICATION

27.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

27.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Lawful Unbundled Network

Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

27.3 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 Third Parties that may be required in connection with the performance of its obligations under this Agreement.

27.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

28. LAW ENFORCEMENT

28.1 AT&T-OHIO and CESTC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

28.1.1 Intercept Devices:

28.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

28.1.2 Subpoenas:

28.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

28.1.3 Emergencies:

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

29. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

29.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

29.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for

another, 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. Except as otherwise expressly provided in this Agreement, 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.

30. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

30.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

31. SUBCONTRACTING

31.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.

31.2 Each Party will be solely responsible for payments due that Party's subcontractors.

31.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

31.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

31.5 Any subcontractor that gains access to Customer Proprietary Network Information ("CPNI") or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

32. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

32.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.

32.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T-OHIO shall, at CESTC's request, indemnify, defend, and hold harmless CESTC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T-OHIO or any person acting on behalf of AT&T-OHIO, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T-OHIO or any person acting on behalf of AT&T-OHIO, or (iii) the presence at the work location of an Environmental Hazard for which AT&T-OHIO is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T-OHIO or any person acting on behalf of AT&T-OHIO.

32.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CESTC shall, at AT&T-OHIO's request, indemnify, defend, and hold harmless AT&T-OHIO, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CESTC or any person acting on behalf of CESTC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by CESTC or any person acting on behalf of CESTC, or (iii) the presence at the work location of an Environmental Hazard for which CESTC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CESTC or any person acting on behalf of CESTC.

32.4 For the purposes of this agreement, "Hazardous Substances" means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.

32.5 For the purposes of this agreement, "Environmental Hazard" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

32.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into (i) the work location, or (ii) other environmental media, including but not limited to, the air, ground or surface water, or soil.

33. FORCE MAJEURE

33.1 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 Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, 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 any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt 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.

34. TAXES

34.1 Each Party purchasing Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either Party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

34.2 Intentionally Omitted

34.3 With respect to any purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

34.4 With respect to any purchase hereunder of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

34.5 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

34.6 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

34.7 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

34.8 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of 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 period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

34.9 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

34.10 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 19 hereof.

35. NON-WAIVER

35.1 Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. 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. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

36. NETWORK MAINTENANCE AND MANAGEMENT

36.1 The Parties will work cooperatively to implement this Agreement. 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.

36.2 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.

36.3 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.

36.4 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.

36.5 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.

36.6 Neither Party shall use any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of AT&T-OHIO, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

37. SIGNALING

37.1 AT&T-OHIO will provide SS7 signaling pursuant to its applicable access tariff.

38. CUSTOMER INQUIRIES

38.1 Except as otherwise required by Section 26.1, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

38.2 Except as otherwise required by Section 26.1, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

38.2.1 Provide the number described in Section 38.1 to callers who inquire about the other Party's services or products; and

38.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.

38.3 Except as otherwise provided in this Agreement, CESTC shall be the primary point of contact for CESTC's End Users with respect to the services CESTC provides such End Users.

38.4 Intentionally Omitted.

39. EXPENSES

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

39.2 Intentionally Omitted.

40. CONFLICT OF INTEREST

40.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the negotiation of this Agreement or any associated documents.

41. SURVIVAL

41.1 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. 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 continue beyond the termination or expiration of this Agreement: Section 7.5; Section 7.6, Section 9.3; Section 10.1; Section 10.4; Section 10.5; Section 10.6; Section 10.7; Section 10.8; Section 12, Section 13; Section 15; Section 16; Section 17; Section 18.1; Section 20; Section 21; Section 22; Section 24; Section 27.4; Section 28.1.3; Section 34; Section 35 and Section 43.

42. SCOPE OF AGREEMENT

42.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.

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

43. AMENDMENTS AND MODIFICATIONS

43.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions; and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment. AT&T-OHIO and CESTC shall each be responsible for its share of the publication expense (i.e., filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.

43.2 Neither Party shall be bound by any preprinted 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.

44. APPENDICES INCORPORATED BY REFERENCE

44.1 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

44.1.1 AT&T-OHIO shall provide to CESTC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix Structure Access, which is attached hereto and incorporated herein by reference.

44.2 COLLOCATION -- SECTION 251(c)(6)

44.2.1 Collocation will be provided pursuant to the applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.

44.3 DIALING PARITY -- SECTION 251(b)(3)

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

44.3.2 AT&T-OHIO shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

44.4 INTERCONNECTION

44.4.1 AT&T-OHIO shall provide to Intrado Interconnection of the Parties' facilities and equipment for the transmission and routing of CLEC and Competitive Emergency Telephone Exchange Service traffic pursuant to the applicable Appendix ITR or Appendix Competitive Emergency Services, respectively, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and physical architecture shall be as defined in the applicable Appendix NIM and Appendix Competitive Emergency Services Interconnection Methods, respectively, which is/are attached hereto and incorporated herein by reference.

44.5 LOCAL NUMBER PORTABILITY -- SECTIONS 251(b)(2)

44.5.1 The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability, which is/are attached hereto and incorporated herein by reference.

44.6 OTHER SERVICES

44.6.1 Competitive Emergency Services

44.6.1.1 The Parties will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the applicable Appendix Competitive Emergency Services, which is attached hereto and incorporated herein by reference.

44.6.1.2 Intentionally Omitted.

44.6.2 Directory Assistance (DA)

44.6.2.1 AT&T-OHIO will provide nondiscriminatory access to Directory Assistance services under the terms and conditions identified in the applicable Appendix DA, which is/are attached hereto and incorporated herein by reference.

44.6.3 Intentionally Omitted.

44.6.4 Operator Services (OS)

44.6.4.1 AT&T-OHIO shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS, which is/are attached hereto and incorporated herein by reference.

44.6.5 Publishing and Directory

44.6.5.1 AT&T-OHIO will make nondiscriminatory access to Publishing and Directory service available under the terms and conditions of the applicable Appendix White Pages, which is/are attached hereto and incorporated herein by reference.

44.6.6 Resale Section

44.6.6.1 AT&T-OHIO shall provide to Intrado Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which is/are attached hereto and incorporated herein by reference.

44.6.7 Transmission and Routing of Switched Access Traffic Pursuant to 251(c)(2)

44.6.7.1 AT&T-OHIO shall provide to Intrado certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

44.6.8 Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2)(D); 252(d)(1) and (2); 47 CFR § 51.305(a)(5).

44.6.8.1 The applicable Appendix Intercarrier Compensation, which is/are attached hereto and incorporated herein by reference, prescribe traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections

specified in the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

44.6.9 Lawful Unbundled Network Elements -- Sections 251(c)(3)

44.6.9.1 Pursuant to the applicable Appendix Lawful UNEs, which is/are attached hereto and incorporated herein by reference, AT&T-OHIO will provide Intrado access to Lawful UNEs for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto Intrado agrees to provide access to its Network Elements to AT&T-OHIO under the same terms, conditions and prices contained herein and in the applicable Appendices hereto.

45. AUTHORITY

45.1 AT&T-OHIO represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. AT&T-OHIO represents and warrants that AT&T Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for AT&T-OHIO. AT&T-OHIO represents and warrants that it has full power and authority to perform its obligations hereunder.

45.2 Intrado represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Intrado represents and warrants that it has been or will be certified as a Competitive Emergency Services Telecommunications Carrier by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

45.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

46. COUNTERPARTS

46.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

47. ENTIRE AGREEMENT

47.1 AT&T-OHIO

47.1.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda 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 between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

Signatures

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Intrado Communications Inc.

By: _____

Name: Craig W. Donaldson

Title: Sr. V.P., Regulatory Counsel

Date: July 22, 2009

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

By: _____

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 7-24-09

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: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.

1.3 Intentionally Omitted.

1.4 Intentionally Omitted.

1.5 AT&T OHIO - As used herein, AT&T OHIO 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 Intentionally Omitted.

1.7 Intentionally Omitted.

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 Intrado.

2. CHC SERVICE DESCRIPTION

2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits Intrado to request a designated installation and/or conversion of service during, or after, normal business hours.

2.2 Intrado will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables Intrado to schedule and coordinate particular provisioning requirements with AT&T OHIO.

2.3 AT&T OHIO 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 AT&T OHIO 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 AT&T OHIO's ability to provide its baseline service. Where time permits, AT&T OHIO will make every effort to notify Intrado 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 Intrado orders CHC service, AT&T OHIO shall charge and Intrado 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 OHIO - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)[1]

3.2.2 Intentionally Omitted.

3.2.3 Intentionally Omitted.

3.2.4 Intentionally Omitted.

3.2.5 Intentionally Omitted.

3.3 In the event AT&T OHIO fails to meet a CHC Service commitment for reasons within the control of AT&T OHIO, AT&T will not charge Intrado a CHC Service charge. However, in the event AT&T misses a CHC Service commitment due to Intrado, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if Intrado requests any change to an order with CHC Service including, but not limited to, AT&T OHIO's inability to gain access to Intrado's end user's premises, or Intrado/end user is not ready to proceed with the order, the CHC charge will apply and AT&T OHIO is no longer obligated to ensure a CHC is on that order.

[1] AT&T OHIO will not charge the additional labor rate in a particular state in the AT&T OHIO region until the effective non-recurring docket: OH - 96-922-TP-UNC is superceded by that state's commission order approving new non-recurring Lawful UNE rates.

APPENDIX
PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

AT&T-OHIO will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

1.1.1 This Appendix provides for the placing of Collocator telecommunications equipment and facilities on AT&T-OHIO property for the purposes set forth in Section 1.3, following.

1.2 Scope

1.2.1 Physical Collocation provides actual space via AT&T-OHIO approved vendor (hereinafter referred to as Dedicated Space) within AT&T-OHIO Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from AT&T-OHIO and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3 following, AT&T-OHIO will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-OHIO will permit collocation in Adjacent Structures located on AT&T-OHIO's property in accordance with this Appendix.

1.3 Purpose

1.3.1 Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of transmitting and routing Telephone Exchange Service pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings. The term "Telephone Exchange Service" is used as defined in 47 U.S.C. § 153(47) of the Act.

1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Physical Collocation from AT&T-OHIO pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, AT&T-OHIO will process any order for any 251(c)(6) Physical Collocation submitted by Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") prior to the effective date of the Agreement, to this Appendix, effective as of the Effective Date of the Agreement. The Billing Conversions shall only involve changes in the applicable pricing, and AT&T-OHIO will not impose any charge(s) to perform such Billing Conversion(s).

1.4.1 Prospective Effect

1.4.1.1 Except as may otherwise be provided within this Appendix, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by CESTC that such new rates be implemented for each such collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.

1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

1.4.2 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, AT&T-OHIO's standards and requirements for equipment and facility installations, CLEC Online website, or AT&T-OHIO's TP76300MP.

2. DEFINITIONS

2.1 Act – "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.2 Active Collocation Space – Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.

2.3 Adjacent Off-site Arrangement – Where Physical Collocation space within AT&T-OHIO Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-OHIO shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-OHIO's Central Office or Eligible Structure.

2.4 Adjacent Structure – A Collocator-provided structure placed on AT&T-OHIO property (Adjacent On-site) or non- AT&T-OHIO property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.

2.5 Augment – A request from a Collocator to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.

2.6 Cross Connect – A service order-generated connection of one or more Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).

2.7 Direct Connection – Sometimes inappropriately called a cross-connect, this is a cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).

2.8 Custom Work Charge – Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., brighter lighting above the Collocator's cage, circular cage, different style tile within the cage).

2.9 Day – For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.

2.10 Delivery Date – The date on which AT&T-OHIO provides the requested collocation space constructed in accordance with the requesting Carrier's application, and turns the functional space over to the requesting carrier. The space is functional when AT&T-OHIO has completed all it has to do and is not dependent on when or whether the Collocator has completed its work.

2.11 Dedicated Space – Denotes the space assigned for the Collocator's Physical Collocation arrangement located in AT&T-OHIO Eligible Structure.

2.12 Effective Billing Date – The date AT&T-OHIO completed its work as required by the Collocator's accurate and complete application and made the Physical Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.

2.13 Eligible Structure – Eligible Structure refers to AT&T-OHIO's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-OHIO that house its network facilities, and all structures that house AT&T-OHIO's facilities on public rights-of-way.

2.14 Extraordinary Charges – Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Appendix. Extraordinary costs are one-time expenses AT&T-OHIO incurs to meet the specific request of an individual Collocator and will not typically benefit either Intrado or AT&T-OHIO as defined in Section 17.

2.15 Inactive Space - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space.

2.16 Individual Case Basis (ICB) – AT&T-OHIO may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.

2.17 Infrastructure Systems – Denotes the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.

2.18 Installation Supplier – Suppliers/vendors that are approved to perform central office installation work for AT&T-OHIO and for Collocator in AT&T-OHIO eligible structures in all collocation footprints areas and/or AT&T-OHIO common areas in the technologies and geographical locations for which they are approved by AT&T-OHIO.

2.18.1 AT&T Approved CO Installation Suppliers (Tier 1 Approved Suppliers) - These suppliers are approved to perform CO installation work for AT&T-OHIO and for Collocators in AT&T-OHIO central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-OHIO per the letter codes listed in a table on the Tier 1 list on https://clec.att.com/clec.

2.18.2 AT&T Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers) - These suppliers have been approved to perform collocation installation work for Collocators in all 13 states of the AT&T-OHIO central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.

2.19 Interconnector's Guide for Collocation (Collocation Handbook) - or like document is a publication provided to Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the AT&T-OHIO's, which is located on the AT&T-OHIO ONLINE Web-Site (https://clec.att.com/clec), as amended from time to time.

2.20 Legitimately Exhausted – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.

2.21 Main Distribution Frame – The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.

2.22 Non-Standard Collocation Request (NSCR) – AT&T-OHIO may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.

2.23 Preparation Charges – Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

2.24 Remote Terminals – Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other AT&T owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for Collocator's equipment.

2.25 Technical Publications – documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via https://clec.att.com/clec.

2.26 Technically Feasible – A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.

2.27 Telecommunications Infrastructure Space – Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to UNEs of AT&T-OHIO's network.

2.28 Unused Space – Any space (i) existing in AT&T-OHIO's Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by AT&T-OHIO's or any third party, (iii) that is not occupied by AT&T-OHIO's, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-OHIO's or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-OHIO's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-OHIO's warranty on proximate.

3. GENERAL

3.1 Certification

3.1.1 The Collocator requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the state utility commission prior to provisioning of telecommunications service by using the Physical Collocation space. AT&T-OHIO shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

3.2 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Appendix. AT&T-OHIO allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

3.3 Hazardous Waste and Materials

3.3.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all AT&T-OHIO requirements. The Installation Supplier shall coordinate with the AT&T-OHIO representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Guide for Collocation Products and Services Handbook Appendix B, may be accessed via https://clec.att.com/clec.

3.4 Safety

3.4.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-OHIO or other telecommunications carriers.

The Collocator shall immediately report to the AT&T-OHIO representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T-OHIO premises or any OSHA inspection or citations issued to the Collocator while on AT&T-OHIO premises. (Refer to Interconnector's Guide for Collocation for further details).

3.5 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. AT&T-OHIO will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for AT&T-OHIO vehicles and which are designated as reserved. AT&T-OHIO shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and AT&T-OHIO are required to follow all posted traffic and AT&T-OHIO signs and follow all applicable parking and traffic laws and ordinances.

3.7 Collocator's Equipment and Facilities

3.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:

3.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.1;

3.7.1.2 its equipment;

3.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;

3.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and

3.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

3.7.2 AT&T-OHIO neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

3.8 Americans with Disability Act (ADA)

3.8.1 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.

3.8.2 If AT&T-OHIO is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, AT&T-OHIO will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

3.8.3 Should AT&T-OHIO benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two (2), and so on.

3.8.4 Should AT&T-OHIO be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), AT&T-OHIO shall absorb all of the costs related to such an upgrade.

3.9 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to UNEs are as set forth in the respective sections of this Appendix.

4. LIMITATION OF LIABILITY

4.1 Limitation of Liability - Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.

4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either AT&T-OHIO or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

4.1.2 Both AT&T-OHIO and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.

4.2 Third Parties

4.2.1 AT&T-OHIO is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

4.2.2 In addition to any other applicable limitation, neither AT&T-OHIO nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either AT&T-OHIO or the Collocator or its agents or employees.

4.3 Force Majeure Events shall be governed by the General Terms and Conditions of this Agreement.

4.4 Insurance - Except as otherwise provided herein, Insurance will be governed by the General Terms and Conditions of this Agreement.

4.4.1 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T-OHIO as well. If a certificate is not received, AT&T-OHIO will notify the Collocator, and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes AT&T-OHIO, and AT&T-OHIO may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-OHIO will invoice Collocator for the costs incurred to so acquire insurance.

4.4.2 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

4.5 Self-Insured

4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

5. INDEMNIFICATION OF AT&T-OHIO

5.1 Except as otherwise provided herein, Indemnification is governed by the General Terms and Conditions of this Agreement.

5.2 Casualty Loss

5.2.1 Damage to Dedicated Space

5.2.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions or those of a Third Party as hereinafter described, and (1) the Dedicated Space is not rendered untenantable in whole or in part, AT&T-OHIO shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, AT&T-OHIO has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or AT&T-OHIO opts not to rebuild, then AT&T-OHIO shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, AT&T-OHIO must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

5.2.1.2 Any obligation on the part of AT&T-OHIO to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T-OHIO.

5.2.2 Damage to Eligible Structure

5.2.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in AT&T-OHIO's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T-OHIO, at its option, may terminate services provided via this Appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

6. SECURITY

6.1 AT&T-OHIO may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T-OHIO may impose security arrangements as stringent as the security arrangements AT&T-OHIO maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-OHIO may impose the more stringent requirements. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. AT&T-OHIO will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

6.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

6.1.1.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T-OHIO security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-OHIO's own

employees and authorized contractors must undergo. AT&T-OHIO will not, however, require Collocator to receive security training from AT&T-OHIO, but will provide information to Collocator on the specific type of training required.

6.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in AT&T-OHIO's Technical Publications via https://clec.att.com/clec.

6.1.1.3 Collocator and AT&T-OHIO will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-OHIO for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T-OHIO in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-OHIO in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-OHIO property:

6.1.1.3.1 Theft or destruction of AT&T-OHIO's or Collocator's property;

6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-OHIO property;

6.1.1.3.3 Threats or violent acts against other persons on AT&T-OHIO property;

6.1.1.3.4 Knowing violations of any local, state or federal law on AT&T-OHIO property;

6.1.1.3.5 Permitting unauthorized persons access to AT&T-OHIO or Collocator's equipment on AT&T-OHIO property; and

6.1.1.3.6 Carrying a weapon on AT&T-OHIO property.

In addition, Collocator and AT&T-OHIO will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-OHIO or the Collocator of AT&T-OHIO's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T-OHIO's Interconnector's Collocation Services Handbook https://clec.att.com/clec for Physical Collocation in AT&T-OHIO, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

6.1.1.4 Collocator will provide indemnification as set forth in Section 5 of this Appendix and insurance as set forth in Section 4.4 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-OHIO-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T-OHIO as well.

6.1.1.5 AT&T-OHIO may use reasonable security measures to protect its equipment. In the event AT&T-OHIO elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-OHIO may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-OHIO's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.1.1.5.1 AT&T-OHIO's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to AT&T-OHIO's equipment. AT&T-OHIO's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T-OHIO's space. To the extent that AT&T-OHIO is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such

security measures shall be constructed and maintained at AT&T-OHIO's expense.

6.1.1.5.2 AT&T-OHIO's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.

6.1.1.5.3 AT&T-OHIO's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-OHIO's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

6.1.1.5.4 If AT&T-OHIO chooses to enclose its own equipment, AT&T-OHIO will be entitled to recover the cost of the cage only to the extent that the price of such construction is lower than that of other reasonable security measures.

6.1.1.5.5 AT&T-OHIO has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If AT&T-OHIO cannot prove that other reasonable security methods cost more than an interior security partition around AT&T-OHIO's equipment, AT&T-OHIO cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Collocators.

6.1.1.5.6 If AT&T-OHIO elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around AT&T-OHIO's equipment at the time the price quote is given.

6.1.1.6 Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. AT&T-OHIO will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. AT&T-OHIO will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to Collocator's assigned space during construction.

7. DEDICATED SPACE

7.1 Contact Numbers

7.1.1 AT&T-OHIO is responsible for providing the Collocator personnel a contact number for AT&T-OHIO technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and AT&T-OHIO will not delay a Collocator's entry into an Eligible Structure.

7.1.2 The Collocator is responsible for providing to AT&T-OHIO personnel a contact number for Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week AT&T-OHIO. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.

7.2 Right-to-Use; Multiple Dedicated Spaces

7.2.1 In accordance with this Appendix, AT&T-OHIO grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Appendix.

7.3 Trouble Status Reports

7.3.1 AT&T-OHIO and the Collocator are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which could impact or degrade AT&T-OHIO or the Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, AT&T-OHIO and the Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, AT&T-OHIO or the Collocator is responsible for providing trouble status reports, consistent with this Appendix, when requested by AT&T-OHIO or the Collocator.

7.4 Service Coordination

7.4.1 AT&T-OHIO is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

7.5 Active/Inactive Space Determination

7.5.1 In its notification regarding whether its request for collocation has been granted or denied AT&T-OHIO shall inform the Collocator if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Appendix. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

7.5.2 In the event that the Collocator disputes the AT&T-OHIO placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. AT&T-OHIO will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the AT&T-OHIO-designated representative in writing within five (5) business days of notification to Collocator. If the Collocator fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Appendix, thereby modifying the time frame requirements in this paragraph.

7.5.3 The AT&T-OHIO representative will escort one (1) Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise AT&T-OHIO orally and in writing within five (5) business days of the completion of the inspection tour. The Collocator may dispute the AT&T-OHIO findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on AT&T-OHIO to justify the basis for placement of the Collocator's space in Inactive Space. If the Collocator fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

7.6 Types of Available Physical Collocation Arrangements

7.6.1 AT&T-OHIO will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose:

7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-OHIO within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment for the purpose of interconnection and access to UNEs. Accordingly, AT&T-OHIO will not provide

Collocator's personnel or agents with direct access to AT&T-OHIO's Main Distribution Frame (MDF), with the exception of the AT&T-OHIO's Approved Vendor.

7.6.1.2 AT&T-OHIO will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty (50) square feet of caged space) and will ensure that the first Collocator in a AT&T-OHIO premises will not be responsible for the entire cost of site preparation and security.

7.6.1.2.1 The Collocator must comply with all methods, procedures and guidelines followed by AT&T-OHIO in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Collocator elects to install or requests that AT&T-OHIO provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.

7.6.1.3 Caged Shared Collocation - AT&T-OHIO will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers". Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Collocator will be based upon the percentage of total space utilized by each Collocator. Accordingly, AT&T-OHIO will not provide Collocator's personnel or agents with direct access to AT&T-OHIO's Main Distribution Frame (MDF), with the exception of the AT&T-OHIO's Approved Vendor.

7.6.1.4 Cageless Collocation – AT&T-OHIO will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Appendix. Under this arrangement, AT&T-OHIO will provide space in single bay increments, including available space adjacent to or next to AT&T-OHIO's equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort AT&T-OHIO. AT&T-OHIO will not require Collocator to use an intermediate interconnection arrangement (i.e., POT frame). AT&T-OHIO may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, AT&T-OHIO will not provide Collocator's personnel or agents with direct access to AT&T-OHIO's Main Distribution Frame (MDF), with the exception of the AT&T-OHIO Approved Tier 1 Vendor.

7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within AT&T-OHIO Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, AT&T-OHIO will permit Collocator to physically collocate on AT&T-OHIO's property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that AT&T-OHIO uses to house telecommunication equipment, to the extent technically feasible. AT&T-OHIO and telecommunications carrier will mutually agree on the location of the designated space on AT&T-OHIO premises where the Adjacent Structure will be placed. AT&T-OHIO will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. AT&T-OHIO will offer the following increments of power to the Adjacent Structure: AT&T-OHIO will provide a standard offering of one-hundred (100)

amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. AT&T-OHIO will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the Adjacent Structure. AT&T-OHIO will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. AT&T-OHIO shall permit Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either AT&T-OHIO or the Collocator. Accordingly, AT&T-OHIO will not provide Collocator's personnel or agents with direct access to AT&T-OHIO's Main Distribution Frame (MDF), with the exception of AT&T-OHIO's Approved Tier 1 Vendor.

7.6.1.5.1 Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.

7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and AT&T-OHIO's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense.

7.6.1.6 Adjacent Off-Site Arrangement - Where Physical Collocation space within AT&T-OHIO Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-OHIO shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

7.6.1.6.1 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the AT&T-OHIO Central Office or Eligible Structure.

7.6.1.6.2 Such arrangement shall be used for interconnection and access to UNEs.

7.6.1.6.3 When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T-OHIO's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

7.6.1.6.4 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-OHIO shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-OHIO's facilities. AT&T-OHIO shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

7.6.1.7 In the event that interior space in an Eligible Structure becomes available, AT&T-OHIO will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

7.6.1.8 AT&T-OHIO will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any Incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in AT&T-OHIO's Eligible Structures that such an arrangement is technically feasible.

7.7 Construction Inspections

7.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in this Appendix.

7.7.2 Collocator may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from AT&T-OHIO's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Sales Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

7.8 Construction Notification

7.8.1 AT&T-OHIO will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. AT&T-OHIO will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. AT&T-OHIO will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-OHIO or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

8. ORDERING, PROVISIONING AND BILLING

8.1 Space Availability Report

8.1.1 So that it may make informed decisions regarding in which AT&T-OHIO eligible structures it wishes to collocate, a Telecommunications Carrier may request a Space Availability report prior to its application for Collocation Space within AT&T-OHIO's eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.

8.1.2 AT&T-OHIO will submit to a requesting Telecommunications Carrier a report indicating AT&T-OHIO's available collocation space in a particular AT&T-OHIO Eligible Structure upon request AT&T-OHIO. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T-OHIO is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Collocator	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 – 20	25 Calendar Days

8.1.3 Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

8.1.4 Space Unavailability Determination and Resolution

8.1.4.1 AT&T-OHIO shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If AT&T needs more time to continue analyzing certain aspects of the request, AT&T-OHIO's 10 calendar day notice shall be limited to addressing whether or not AT&T has the requested, or designated alternative, amount of appropriate collocation space.

8.1.4.2 In responding to an application request if space is not available, AT&T-OHIO will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of AT&T-OHIO's receipt of a completed application.

8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to the Collocator.

8.1.4.4 AT&T-OHIO will file a notice that the Collocator's request was denied with the state Commission as appropriate. In the event of a denial, AT&T-OHIO will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook https://clec.att.com/clec, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

8.1.4.5 In the event AT&T-OHIO denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T-OHIO's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.

8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-OHIO representative and the designated agent for the Collocator, who will participate in the tour.

8.1.4.7 AT&T-OHIO will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. AT&T-OHIO's representative will accompany and supervise the Collocator agent on the inspection tour.

8.1.4.8 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise AT&T-OHIO. The Collocator and AT&T-OHIO shall then each concurrently prepare a report detailing its own findings of the inspection tour. The

Collocator and AT&T-OHIO reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-OHIO to justify the basis for any denial of collocation requests.

8.1.4.9 Legitimately Exhausted. Before AT&T-OHIO may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-OHIO must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T-OHIO's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Appendix. In making this determination, AT&T-OHIO may reserve space for transport equipment for current year plus two (2) years. Additionally, AT&T-OHIO may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-OHIO or for future use by AT&T-OHIO or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T-OHIO may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.

8.1.5 Application Quotation Interval for Physical Collocation

8.1.5.1 AT&T-OHIO will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in AT&T-OHIO's Interconnector's Collocation Services Handbook (https://clec.att.com/clec) for Physical Collocation in AT&T-OHIO and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by the Collocator and appropriate fees paid to AT&T-OHIO.

8.1.5.1.1 A Collocator wishing AT&T-OHIO to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-OHIO to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, AT&T-OHIO would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes AT&T-OHIO to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if AT&T-OHIO is unable to provide the Collocator's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T-OHIO will begin development of the quotation. AT&T-OHIO will advise the Collocator in writing of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). AT&T-OHIO will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, AT&T-OHIO shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. AT&T-OHIO will not select for Collocator the type of Physical Collocation to be ordered.

8.1.5.2.1 The Collocator has sixty-five (65) calendar days after request for physical collocation is granted to remit a signed confirmation form along with a check for the Planning Fee and fifty percent (50%) of all the applicable non-recurring charges. After sixty-five (65) calendar days, a new application and Planning Fee are required. Space is allocated on a "first come-first served" basis.

8.1.5.3 Should multiple applications be submitted by a Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

Number of Applications by one Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

8.1.5.4 Should the Collocator submit twenty-one (21) or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof.

8.1.6 Revisions

8.1.6.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Collocator must be in writing via a new application form.

8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which AT&T-OHIO normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The Collocator will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.

8.1.6.3 Minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

8.2 Installation Intervals

8.2.1 Caged Collocation Installation Intervals

8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by the Collocator. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the

space, AT&T-OHIO shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.1.2 Dedicated Space is not reserved until AT&T-OHIO's receipt of the confirmatory response in writing from the Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, AT&T-OHIO will deliver Caged Physical or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.

8.2.1.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.2 Cageless Physical Collocation Installation Intervals

8.2.2.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted by the Collocator.

8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), AT&T-OHIO will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges).

8.2.2.2.1 A shorter interval may apply where Collocator installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-OHIO shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.2.2.2 The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Collocator's collocation area.

8.2.2.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

8.2.3.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 7.6.1.5 above will be reasonably related to the complexity of accommodating the requested arrangement.

8.2.3.2 AT&T-OHIO will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where AT&T-OHIO will be installing all or some of the bays, and the Collocator is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than fifty (50) amps per feed, AT&T-OHIO will add thirty (30) calendar days to the provisioning interval.

8.2.4 Reduced Interval Augments

8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when AT&T-OHIO installs interconnection and power cabling. AT&T-OHIO will provide a reduced interval for

Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to AT&T-OHIO's Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

8.2.4.1.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) AT&T-OHIO will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area on the same floor between one Collocator and another Collocator provided the Collocator is interconnected with AT&T-OHIO's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; four-hundred (400) shielded copper cable pairs up to four-hundred (400) feet, one hundred sixty-eight (168) DS1s, 48 DS3s, and fiber interconnections up to twelve (12) fiber pairs up to four hundred (400) feet.

8.2.5 Other Augments

8.2.5.1 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, AT&T-OHIO bays, AT&T-OHIO cable racks and/or cage expansions within Active Collocation Space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. AT&T-OHIO will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

8.2.5.1.2 The second fifty percent (50%) payment must be received by AT&T-OHIO no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by AT&T-OHIO.

8.2.5.1.3 During AT&T-OHIO delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by AT&T-OHIO, Collocator and/or their AT&T-OHIO Approved Tier 1 Vendor (s) may request AT&T-OHIO to do work in parallel with AT&T-OHIO throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from AT&T-OHIO and follow AT&T-OHIO's Technical Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Appendix will apply.

8.3 Cancellation Prior to Due Date

8.3.1 In the event that the Collocator cancels its collocation application after AT&T-OHIO has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-OHIO has been paid the entire amounts due under this Appendix, then in addition to other remedies that AT&T-OHIO might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, AT&T-OHIO will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

8.4 Occupancy

8.4.1 Unless there are unusual circumstances, AT&T-OHIO will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days of AT&T-OHIO completion of preparation of the Dedicated Space.

8.4.1.1 Upon Collocator's receipt of such notice, AT&T-OHIO and the requesting Collocator shall, upon Collocator's request, conduct an acceptance walk-through of such space. The Collocator shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by Collocator as exceptions, which shall be mutually agreed to as exceptions by AT&T-OHIO. These exceptions shall be corrected by AT&T-OHIO as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) calendar days after the walk-through. The correction of these exceptions shall be at AT&T-OHIO's expense.

8.4.1.2 Upon completion of such corrections, AT&T-OHIO will again notify the Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Collocator, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions are noted at the walk-through, the Delivery Date will be deemed to be the date upon which Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

8.4.1.3 All charges will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space.

8.4.2 Collocator will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to AT&T-OHIO's network or obtain access to AT&T-OHIO UNEs within one hundred eighty (180) days after receipt of such notice, that AT&T-OHIO has completed its work as required by the complete and accurate Collocation application.

8.4.2.1 In the event that AT&T-OHIO has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until AT&T-OHIO allows the Collocator to interconnect. AT&T-OHIO, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

8.4.2.2 Orders for additional space will not be accepted until the Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent the Collocator establishes to AT&T's satisfaction that the Collocator's apparent inefficient use of space is caused by CESTC holding unused space for future use on the same basis that AT&T holds unused space for future use Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is "efficiently used".

8.4.2.2.1 For purposes of this Appendix, "efficiently used" space means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-OHIO.

8.4.2.2.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-OHIO's network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of AT&T-OHIO.

8.4.3 If the Collocator fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10th) business day after AT&T-OHIO provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with AT&T-OHIO or obtain access to AT&T-OHIO UNEs by that tenth (10th) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

8.4.4 For purposes of this Section, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T-OHIO's network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with AT&T-OHIO's network or to obtain access to AT&T-OHIO's UNEs, for the purpose of providing this service.

8.4.5 If the Collocator causes AT&T-OHIO to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay AT&T-OHIO the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space, until such time as the Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

8.5 Relocation

8.5.1 When AT&T-OHIO determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator is required to move its Dedicated Space or adjacent space collocation structure. AT&T-OHIO will notify the resident Collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, AT&T-OHIO will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Collocator shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T-OHIO, including zoning changes, condemnation or government order

or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in AT&T-OHIO's reasonable discretion. In addition, a Collocator's presence in AT&T-OHIO Central Offices or adjacent space collocation structures should not prevent AT&T-OHIO from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

8.5.2 If AT&T-OHIO determines that a Collocator must relocate due to any of the above reasons, AT&T-OHIO will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by AT&T-OHIO and the Collocator, unless the Parties agree to a different financial arrangement.

8.5.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, AT&T-OHIO shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

8.5.3.1 AT&T-OHIO shall maintain a publicly available document for viewing on the Internet at https://clec.att.com/clec indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-OHIO will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

8.5.3.2 AT&T-OHIO will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate Commission. AT&T-OHIO shall reserve space for switching, MDF and DCS to accommodate access line growth.

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination

In the case of the expiration or termination of this Appendix prior to term, or the early termination of any collocation services or arrangement(s), pursuant to Section 8.6.2 of this Appendix AT&T-OHIO shall be entitled to full payment within thirty (30) days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-OHIO is entitled to recover under the provisions of this Appendix for establishing such Collocation arrangement prior to such expiration or termination.

8.6.2 If Collocator cancels or abandons its collocation space in any of AT&T-OHIO's central offices before AT&T-OHIO has recovered the full cost associated with providing that space to the Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) days after the Collocator abandons that space.

8.7 Dispute Resolution – Except as otherwise provided herein, Dispute Resolution will be governed by the General Terms and Conditions of this Agreement.

8.8 Non-billing Dispute

8.8.1 In the event of a bona fide dispute between a Collocator and AT&T-OHIO, Collocator shall include in written notice the following information: (a) the Central Office involved in the controversy, (b) the date controversy occurred, (c) detailed description of the controversy, (d) along with any and all

documentation from both Parties. Failure to provide the information required by this Section not later than twenty-nine (29) days following the initial submission of the controversy, shall constitute Collocator's irrevocable and full waiver of its right to file a dispute.

8.9 Billing – Except as otherwise provided herein, Billing will be governed by the General Terms and Conditions of this Appendix.

8.10 Allowances for Interruptions

8.10.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to AT&T-OHIO's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of AT&T-OHIO.

8.10.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

8.10.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

8.10.4 A credit allowance will not apply to any interruption of the items maintained and repaired by the Collocator or the Collocator's third Party vendor.

9. FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

9.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). AT&T-OHIO will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to AT&T-OHIO that use of such cable will not impair AT&T-OHIO's ability to service its own customers or subsequent Collocators.

9.1.2 AT&T-OHIO shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for AT&T-OHIO cable. AT&T-OHIO will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-OHIO also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T-OHIO shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where AT&T-OHIO performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and AT&T-OHIO shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-OHIO and the Collocator(s).

9.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-OHIO, and leaving sufficient length of the cable in the manhole for AT&T-OHIO to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space. If Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Collocator must notify AT&T-OHIO no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

9.2 Demarcation Point

9.2.1 The demarcation point is the end of the AT&T-OHIO provided interconnection cable at the Collocation arrangement (CDOW- AT&T owned frame location as assigned to the Collocator).

10. USE OF DEDICATED SPACE

10.1 Nature of Use - Collocatable Equipment

10.1.1 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to AT&T-OHIO under 47.U.S.C. § 251(C) (2) or accessing AT&T-OHIO's UNEs under 47.U.S.C. § 251(C) (3) of the Act. Such uses are limited to interconnection to AT&T-OHIO's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to AT&T-OHIO's UNEs "for the provision of a telecommunications service".

10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining interconnection with AT&T-OHIO at a level equal in quality to that which AT&T-OHIO obtains within its own network or AT&T-OHIO provides to an affiliate, subsidiary, or other party.

10.1.3 Multi-functional equipment shall be deemed necessary for interconnection if and only if the primary purpose and function of the equipment, as the Collocator seeks to deploy it, meets either or both of the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the Collocator seeks to provide to its customers by means of the interconnection. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T-OHIO's property.

10.1.4 AT&T-OHIO voluntarily allows Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if AT&T-OHIO and Collocator mutually agree to such placement, in AT&T-OHIO's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

10.1.5 AT&T-OHIO does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

10.1.6 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). AT&T-OHIO will provide the necessary backup power to ensure against power outages.

10.1.7 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on AT&T-OHIO grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.

10.2 Equipment List

10.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the

rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of AT&T-OHIO, which consent shall not be unreasonably withheld.

10.2.2 Subsequent Requests to Place Equipment

10.2.2.1 The Collocator shall furnish AT&T-OHIO a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-OHIO and written approval or denial of the equipment will be forwarded to the Collocator.

10.2.3 Limitations

10.2.3.1 AT&T-OHIO's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator, is limited to the extent that AT&T-OHIO would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or for any other Party to which it provides interconnection. AT&T-OHIO will ensure that the Collocator is provided collocation space at least equal in quality to that provided to AT&T-OHIO, its affiliates or other Parties to which it provides interconnection.

10.3 Dedicated Space Use and Access

10.3.1 The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide AT&T-OHIO with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

10.3.2 AT&T-OHIO will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-OHIO will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with AT&T-OHIO's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6 of this Appendix).

10.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T-OHIO, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

10.3.4 AT&T-OHIO will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between AT&T-OHIO and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or AT&T-OHIO's personnel.

10.4 Threat to Personnel, Network or Facilities

10.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-OHIO's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

10.5 Interference or Impairment

10.5.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the

Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

10.6 Personal Property and Its Removal

10.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-OHIO standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 10.7 following.

10.7 Alterations

10.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of AT&T-OHIO. AT&T-OHIO shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that AT&T-OHIO has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T-OHIO provided construction shall be paid by the Collocator in accordance with AT&T-OHIO's custom work order process.

11. USE BY OTHER LOCAL SERVICE PROVIDERS

11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Collocators. The AT&T-OHIO will make Shared Collocation cages available to all Collocators. In making shared caged arrangements available AT&T-OHIO will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

11.1.1 All Collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this Appendix. Subject to the terms in paragraph 10.4, the Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of AT&T-OHIO, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of AT&T-OHIO.

11.2 A Collocator may request that AT&T-OHIO provide Shared Caged Collocation via:

(i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space ("New Shared Collocation"), or

(ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation ("Subleased Shared Collocation").

11.2.1 Should two (2) or more Collocators have interconnection agreements with AT&T-OHIO use a shared collocation cage, AT&T-OHIO will permit each Collocator to order UNEs to and provision service from that shared collocation space, regardless of which Collocator was the original Collocator.

11.2.2 The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage

and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of AT&T-OHIO, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-OHIO, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

11.2.3 In each Shared Caged Collocation arrangement, AT&T-OHIO's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement.

11.2.3.1 For purposes of this Section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Collocator".

11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from AT&T-OHIO in a single application. AT&T-OHIO will prorate the Preparation Charges incurred by AT&T-OHIO to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). AT&T-OHIO will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an AT&T-OHIO Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AT&T-OHIO shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AT&T-OHIO shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T-OHIO as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared

Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

11.4 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Appendix and designates AT&T-OHIO as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Appendix relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

11.5 Collocator with which it shares Shared Caged Collocation space shall collocate equipment only as permitted by Section 8.4.2 of this Appendix and which is necessary to Interconnect with AT&T-OHIO. AT&T-OHIO shall permit Collocator to interconnect its network with AT&T-OHIO from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and AT&T-OHIO shall have no obligation to provide Collocator's Resident Collocators access to AT&T-OHIO's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement) with AT&T-OHIO.

11.6 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AT&T-OHIO the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. AT&T-OHIO shall bill the new Primary Collocator any applicable charges to change AT&T-OHIO's records and databases to reflect such new Primary Collocator.

11.7 Interconnection to Others

11.7.1 Within a contiguous area within the eligible structure, the AT&T-OHIO will permit Collocators to construct their own direct connection (cross-connect) facilities to other physical Collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that AT&T-OHIO imposes on its own equipment. AT&T-OHIO shall not require physical-to-physical Collocators to purchase any equipment or cross-connect capabilities solely from AT&T-OHIO. If requested by the Collocator, AT&T-OHIO will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However if the Collocators cannot physically pull the cable themselves (i.e. located on different floors), AT&T-OHIO will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T-OHIO (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

11.7.2 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T-OHIO will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable

safety requirements that AT&T-OHIO imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At AT&T-OHIO's option, the connection may be made either by AT&T-OHIO or by the Collocators' installers, who shall be on the list of approved installation vendors.

12. STANDARDS

12.1 Minimum Standards

12.1.1 All types of network equipment placed in AT&T-OHIO network equipment areas of Eligible Structures by AT&T-OHIO or Collocator must meet AT&T-OHIO minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-OHIO) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-OHIO and its contractors when engineering and installing equipment.

12.1.2 In the event that AT&T-OHIO denied Collocation of Collocator's equipment, citing safety standards, AT&T-OHIO will provide within five (5) business days of Collocator's written request to AT&T-OHIO representative(s), a list of AT&T-OHIO equipment which AT&T-OHIO locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-OHIO equipment met or exceeded the same safety standards for which Collocator's equipment was denied.

12.1.3 In the event AT&T-OHIO believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, AT&T-OHIO or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-OHIO personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 8.7.2 above.

12.2 Compliance Certification

12.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 10.2, Equipment List; Section 10.2.1, Subsequent Requests to Place Equipment, Section 10.2.2; or otherwise, shall be compliant with minimum safety standards set forth in Section 3.4.

13. RE-ENTRY

13.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-OHIO's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-OHIO may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies AT&T-OHIO might have.

13.2 AT&T-OHIO may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.

13.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

14. SERVICES AND MAINTENANCE

14.1 Operating Services

14.1.1 AT&T-OHIO shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-OHIO tariffs.

14.2 Maintenance

14.2.1 AT&T-OHIO shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

14.3 Equipment Staging and Storage

14.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation via https://clec.att.com/clec.)

14.4 Legal Requirements

14.4.1 Except for Section 17, AT&T-OHIO agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

15. AT&T-OHIO'S RIGHT OF ACCESS

15.1 AT&T-OHIO, its agents, employees, and other AT&T-OHIO-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T-OHIO hereunder, and for any other purpose deemed reasonable by AT&T-OHIO. AT&T-OHIO may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of AT&T-OHIO equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-OHIO will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

16. PREPARATION CHARGES

16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.

16.2 AT&T-OHIO will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by AT&T-OHIO for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.

16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of AT&T-OHIO, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-OHIO, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

17. CHARGES

17.1 Monthly Charges

17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary for use of the Dedicated Space.

17.2 Non-recurring Charges

17.2.1 Non-recurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay AT&T-OHIO fifty percent (50%) of the estimated non-recurring charges as specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work.

17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator when the Dedicated Space is complete and prior to occupancy.

17.3 Application of Rates and Charges

17.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all existing CESTC collocation arrangements, including those established before the Effective Date of this agreement.

Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17.4 Determination of Charges Not Established in Collocation Rate Summary

17.4.1 Rate Elements - In the event that AT&T-OHIO seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, AT&T-OHIO shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

17.4.2 In the event the Collocator disputes the rate element or charge proposed by AT&T-OHIO that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify AT&T-OHIO of its dispute with the proposed charge in writing.

17.5 Custom Work Charges - Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-OHIO or other Collocators. AT&T-OHIO also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T-OHIO is not reached regarding the Custom Work Charge, AT&T-OHIO shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T-OHIO shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T-OHIO that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, AT&T-OHIO shall file the appropriate interconnection agreement amendment. However, AT&T-OHIO shall not delay completion of such work during the agreement approval process. AT&T-OHIO shall perform such work based upon provisional rates, subject to true up.

17.6 Extraordinary Charges - Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-OHIO to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).

17.6.1 AT&T-OHIO will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.

17.6.2 AT&T-OHIO will allocate the costs fairly among itself, CESTC and other Collocators, as appropriate.

17.6.3 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T-OHIO commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.

17.6.4 AT&T-OHIO must advise Collocator if extraordinary costs will be incurred within twenty (20) business days of the Collocator's request for space.

17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of the Collocator's signed acceptance and payment.

18. RATE REGULATIONS (AT&T-OHIO DOES ALL WORK)

18.1 The Collocator may elect to have AT&T-OHIO provision the collocation site or the Collocator may elect to hire an AT&T-OHIO Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (Collocator Does Own Work).

18.2 Rate Elements

All rates and charges for the following rate elements can be found in the Collocation Rate Summary.

18.2.1 Planning Fees

18.2.1.1 The Planning Fee, as specified in AT&T-OHIO's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T-OHIO, recovers AT&T-OHIO's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator's Physical Collocation request. In addition, a non-standard Planning Fee will apply when a request includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires AT&T-OHIO to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary.

18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

18.2.2.1 Except for certain charges identified as related to Caged Shared Collocation, each Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T-OHIO shall bill the original Collocator for space. However, AT&T-OHIO shall bill the other Collocators in the shared cage for use of Network Elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-OHIO for floor space and all other applicable interconnection arrangements.

18.2.3 Floor Space Charges

18.2.3.1 Caged Collocation

18.2.3.1.1 The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-OHIO within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.1.2 AT&T-OHIO will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Collocator in AT&T-OHIO premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, AT&T-OHIO shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with

AT&T-OHIO for floor space and all other applicable interconnection arrangements. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.

18.2.3.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.

18.2.3.1.4 If the Collocator elects to install, or requests that AT&T-OHIO provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary applies.

18.2.3.1.4.1Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-OHIO within AT&T-OHIO:

- Construction costs
- Operating costs

18.2.3.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4” conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

18.2.3.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by AT&T-OHIO to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating AT&T-OHIO equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

18.2.3.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in the Collocation Rate Summary.

- Grounded wire partition
- Door key Set
- Lights
- AC Outlet
- Cable rack and support structure inside the cage

18.2.3.2 Cageless Collocation

18.2.3.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by AT&T-OHIO within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.2.2 AT&T-OHIO will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in AT&T-OHIO premises will be responsible only for it's pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-OHIO within AT&T-OHIO:

- Construction costs
- Operating costs

18.2.3.2.2.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights

- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Aisle lighting
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

18.2.3.2.2.4 Safety and Security

This charge represents reasonable costs incurred by AT&T-OHIO to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating AT&T-OHIO equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

18.3 DC Power Amperage Charge

18.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a 20-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T shall only bill Collocator the monthly recurring charge applicable to DC Power for a total of twenty (20) amps. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware and cabling, and AC energy to convert to DC power.

18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

18.3.2.1 This monthly recurring charge consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T-OHIO will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T-OHIO shall only bill Collocator the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.

18.3.3 DC Power Arrangement Provisioning

18.3.3.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a non-recurring and monthly rate for either 2-10 amp, 2-20 amp, 2-30 amp, 2-40 amp, 2-50 amp, or 2-100 amp feeds.

18.3.4 DC Power Panel (Maximum 200 amp) (Optional)

18.3.4.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-OHIO technical support. This rate element may be provided by AT&T-OHIO.

18.3.5 Eligible Structure Ground Cable Arrangement, Each

18.3.5.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space.

18.3.6 Security Cards

18.3.6.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary. AT&T-OHIO will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate AT&T Photo ID Card and Electronic Access for Collocators and Associated Contractors form, which is located on the telecommunications carrier online website https://clec.att.com/clec. In emergency or other extenuating circumstances (but not in the normal course of business), Collocator may request that the twenty-one (21) day interval be expedited, and AT&T-OHIO will issue the access and/or ID cards as soon as reasonably practical. There is an additional charge for expedited requests.

18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath

18.3.7.1 This rate element describes any reinforced passage or opening placed for the Collocator-provided facility between AT&T-OHIO designated manhole and the cable vault of the Eligible Structure.

18.3.8 Entrance Fiber Charge, Per Cable Sheath

18.3.8.1 The Entrance Fiber Charge reflects the time spent by AT&T-OHIO in pulling the Collocator's cable facilities from AT&T-OHIO designated manhole, through AT&T-OHIO cable vault and through AT&T-OHIO cable support structure to the Collocator's equipment.

18.3.9 AT&T-OHIO to Collocation Interconnection Arrangement Options

18.3.9.1 Collocator will select one or more of the interconnection arrangements listed below.

18.3.9.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.1.1 This sub-element is an AT&T-OHIO-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Collocator's equipment bay and AT&T-OHIO network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-OHIO Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T-OHIO's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.2.1 This sub-element is an AT&T-OHIO-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's equipment bay and AT&T-OHIO network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-OHIO Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T-OHIO's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

18.3.9.1.3.1 This sub-element is an AT&T-OHIO-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Collocator's equipment bay and AT&T-OHIO network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-OHIO Main Distribution Frame.

18.3.10 Optical Circuit Arrangement

18.3.10.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to AT&T-OHIO network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-OHIO Main Distribution Frame.

18.3.11 Intentionally Omitted.

18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by AT&T-OHIO to the Collocator's dedicated Physical Collocation space.

18.3.13 Collocation Availability Space Report Fee

18.3.13.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of Collocators, any modifications in the use of space since the generation of the last available report, and measures that AT&T-OHIO is undertaking to make additional space available for collocation.

18.3.14 Pre-visits

18.3.14.1 General Applications

18.3.14.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with AT&T-OHIO to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's Physical Collocation arrangement. If the prospective Collocator elects to pre-visit AT&T-OHIO's Eligible Structures, the Collocator must submit its request in writing ten (10) business days in advance to the Collocation Account Manager. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective Collocator will not be allowed to take photographs, make copies of AT&T-OHIO site-specific drawings or make any notations.

18.3.14.1.2 For pre-visits, AT&T-OHIO will provide an employee of AT&T-OHIO to conduct the pre-visit, unless a different number of AT&T-OHIO employees are mutually agreed upon. The Collocator will be billed for the time of the assigned AT&T-OHIO employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time AT&T-OHIO employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.15 Construction Inspections

18.3.15.1 The Collocator will be charged for the time AT&T-OHIO employees spend during the construction inspection with the Collocator, based on fifteen (15)-minute increments. If any travel expenses are incurred, the Collocator will be charged for the time AT&T-OHIO employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.16 Adjacent On-site Structure Arrangements

18.3.16.1 Adjacent On-site Structure Arrangements

18.3.16.1.1 If a Collocator elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside AT&T-OHIO Eligible Structure, AT&T-OHIO will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Collocator elect to have AT&T-OHIO provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

18.3.16.2 Adjacent On-site Planning Fee

18.3.16.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and AT&T-OHIO on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

18.3.17 Adjacent Off-site Arrangement

18.3.17.1 Adjacent Off-site Structure Arrangements

18.3.17.1.1 If the Collocator elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2 of this Appendix and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside AT&T-OHIO Eligible Structure and Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, AT&T-OHIO will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-OHIO's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

18.3.17.2 Planning Fee Adjacent Off-site Arrangement

18.3.17.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and AT&T-OHIO on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

18.3.18 Conduit Space for Adjacent Off-site Arrangement

18.3.18.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T-OHIO designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

18.3.19 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

18.3.19.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

18.3.20 Miscellaneous Charges (Optional)

18.3.20.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.

18.3.21 Collocation to Collocation Connection

18.3.21.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

18.3.21.1.1 Fiber Cable (12 Fibers)

18.3.21.1.1.1 This rate element is for AT&T-OHIO to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

18.3.21.1.2 Copper Cable (28 DS1s)

18.3.21.1.2.1 This rate element is for AT&T-OHIO to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.3 Coax Cable (1 DS3)

18.3.21.1.3.1 This rate element is for AT&T-OHIO to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.4 Cable Racking and Hole

18.3.21.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

18.3.21.1.5 Route Design

18.3.21.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge.

19. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

19.1 This Section provides rates, terms and conditions for Complete Space Discontinuance, Space Reassignment, Power Reduction and Interconnection Termination Reduction.

19.2 Complete Space Discontinuance

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If the Collocator is unable to complete the following activities within the designated time frame, the Collocator may request an additional thirty (30) calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

(A) Remove Collocator's equipment bays (relay racks) from the Physical Collocation space, using an AT&T-OHIO approved Tier 1 or Tier 2 Installation/Removal Vendor.

(B) Remove Collocator's equipment from the Physical Collocation space, using an AT&T-OHIO approved Tier 1 or Tier 2 Installation/Removal Vendor;

(C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the AT&T-OHIO rack level. Collocator must use an AT&T-OHIO approved Tier 1 or Tier 2 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

(D) Remove Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an AT&T-OHIO approved Tier 1 or Tier 2 Installation/Removal Vendor;

(E) Remove Collocator's miscellaneous items from within the Physical Collocation space, using an AT&T-OHIO approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Collocator be responsible for cable mining (removal). Instead the AT&T-OHIO will perform those tasks. Collocator will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If the Collocator fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the AT&T-OHIO may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by AT&T-OHIO, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and expense, and the Collocator will hold AT&T-OHIO harmless from the failure to return any equipment, property or other items.

19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Collocator's AT&T-OHIO Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the AT&T-OHIO confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

19.3 Space Reassignment

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 19.2, above the Collocator ("Exiting Collocator") may reassign the Physical Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of AT&T-OHIO. In order to request consent to assign a Physical Collocation Arrangement, either the Collocator Assignee or Exiting Collocator may submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee, Space Reassignment shall be subject to the following terms and conditions:

19.3.1 Collocator Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA or an effective interim ICA.

19.3.2 Exiting Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the AT&T-OHIO turns over the Physical Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The AT&T-OHIO's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the AT&T-OHIO makes available the Physical Collocation Arrangement to the Collocator Assignee.

19.3.3 An Exiting Collocator may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.

19.3.4 Collocator Assignee will defend and indemnify the AT&T-OHIO from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

19.3.5 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical

Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non- AT&T-OHIO equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold the AT&T-OHIO harmless from any third-party claims involving allegations that Collocator Assignee does not hold proper title to such non- AT&T-OHIO equipment and other items.

19.3.6 AT&T-OHIO will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before AT&T-OHIO begins to convert the Physical Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the AT&T-OHIO shall finish the work to convert the space within thirty (30) calendar days. AT&T-OHIO and Collocator Assignee will coordinate all conversion work to insure that the end user customers of Collocator Assignee do not suffer disruptions of service.

19.3.7 Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 18.3.6 will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.

19.3.8 Collocator Assignee assumes each Physical Collocation Arrangement "as is" which means that AT&T-OHIO will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).

19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.

19.4 Power Reduction

19.4.1 The Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-OHIO power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

19.4.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Appendix referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an AT&T-OHIO BDFB or a AT&T-OHIO Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-OHIO BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed

and a fifty (50) amp B feed) the Collocator must hire an AT&T-OHIO Approved Tier 1 Vendor to coordinate fuse changes at the AT&T-OHIO BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-OHIO Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the AT&T-OHIO shall coordinate the fuse changes at the AT&T-OHIO Power Plant.

19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-OHIO's BDFB or Power Plant, the AT&T-OHIO approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-OHIO rack level. Collocator must use a AT&T-OHIO approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.4.5 When the Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.

19.4.6 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 19.8. The same augment intervals that are outlined in this Appendix for adding power will apply to power reduction requests.

19.5 Interconnection Termination Reduction

19.5.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator must maintain at least one minimum interconnection arrangement increment authorized in Sections 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Appendix for adding interconnection terminations will apply to interconnection termination reductions.

19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The AT&T-OHIO will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the interconnection cable and cut cables up to AT&T-OHIO rack level. Collocator must use an AT&T-OHIO approved Tier 1 Installation/Removal

Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 Rate Element Descriptions for Complete Space Discontinuance

(A) Application Fee - The charge assessed by the AT&T-OHIO to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Complete Space Discontinuance - Reflects the AT&T-OHIO's labor costs to project manage the complete discontinuance of the Collocator's space. The labor costs include the AT&T-OHIO engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.

(C) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

(D) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

(E) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(F) Remove DS1 Cable - Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(G) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(H) Remove Timing Cable - Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(I) Remove Power Cable - Distribution from the AT&T-OHIO BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

(J) Remove Power Cable - Distribution from the AT&T-OHIO Power Board (100 amp A feed and 100 amp B feed & above) - Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(K) Remove Cage Grounding Material - Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(L) Remove Fiber Entrance Cable - Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.

(M) Restore Floor Tile - Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

(N) Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

Note 1 *for Material: Cable scrap boxes are designed for cable cut into three (3) foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.*

19.7 Rate Element Descriptions for Space Reassignment

(A) Application Fee - The charge assessed by AT&T-OHIO to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Collocator". The charge reflects AT&T-OHIO's /abor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.

(C) Restencil DS0/DSL Block - The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.

(D) Restencil DS1 Block - The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.

(E) Restencil DS3 Block - The charge to remove/change stenciling on DSX3 panel per DS3.

(F) Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.

(G) Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.

(H) Restencil Power - The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.

(I) Restencil Timing - The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.

(J) Timing Record Book Update - The charge to update timing records when changes/removals occur.

(K) Interconnection Records Update - The charge to update interconnection records when changes/removals occur.

(L) Power Records Update - The charge to update power records when changes/removals occur.

(M) Vendor Engineering - The labor costs for AT&T-OHIO Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.

19.8 Rate Element Descriptions for Power Reduction (cable removal)

(A) Application Fee - The charge assessed by the AT&T-OHIO to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Power Reduction (cable removal) - Reflects AT&T-OHIO's labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.

(C) Remove Power Cable - Distribution from AT&T-OHIO BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

(D) Remove Power Cable - Distribution from AT&T-OHIO Power Board (100 amp A feed and 100 amp B feed and above) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.

19.9 Rate Element Descriptions for Power Reduction (re-fusing only)

(A) Application Fee - The charge assessed by AT&T-OHIO to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Power Re-Fusing Only at AT&T-OHIO BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects AT&T-OHIO's labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-OHIO BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at AT&T-OHIO BDFB.

(C) Project Management Fee - Power Re-Fusing Only at AT&T-OHIO Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the AT&T-OHIO's labor costs to project manage the change of the individual Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-OHIO Power Board. This fee is applicable when AT&T-OHIO is coordinating the fuse reduction at AT&T-OHIO Power Board.

(D) Power Fuse Reductions on AT&T-OHIO BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - The charge for AT&T-OHIO to tag cables and update Central Office power records associated with the fuse change on the AT&T-OHIO BDFB per one to four (1-4) fuses. This fee applies when the Collocator performs the fuse change at the BDFB.

(E) Power Fuse Reductions on AT&T-OHIO Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for AT&T-OHIO to change the fuse at AT&T-OHIO power board, tag cables and update Central Office power records associated with fuse change on AT&T-OHIO Power Board per one to four (1-4) fuses.

19.10 Rate Element Descriptions for Interconnection Termination Reduction

(A) Application Fee - The charge assessed by AT&T-OHIO to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Interconnection Termination Reduction - The charge reflects AT&T-OHIO's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.

(C) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the AT&T-OHIO Main Distribution Frame to the Physical Collocation Arrangement.

(D) Remove DS1 Cable - Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(E) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection

material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(F) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

(G) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

20. RATES AND CHARGES – AT&T-OHIO PRICING SCHEDULE (See the Collocation Rate Summary)

21. CDOW (COLLOCATOR DOES OWN WORK) - COLLOCATOR RESPONSIBILITIES

21.1 The Collocator may elect to provision the collocation site or the Collocator may elect to hire AT&T-OHIO to provision the collocation site per previous Sections.

21.2 When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-OHIO Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.

21.3 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and AT&T-OHIO Main Distribution Frame or its equivalent by AT&T-OHIO Approved Tier 1 Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Collocator selects this option, AT&T-OHIO will install and stencil termination blocks or panels at AT&T-OHIO Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found Section 8.2. The Collocator's AT&T-OHIO Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T-OHIO and follow AT&T-OHIO's Technical Publication TP 76300 for installation of equipment and facilities.

21.4 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and AT&T-OHIO's Battery Distribution Fuse Bay (BDFB) by using an AT&T-OHIO Approved Tier 1 Installation Vendor. When AT&T-OHIO designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T-OHIO Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact AT&T-OHIO Project Manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T-OHIO Power Plant Primary Distribution, which will be performed by AT&T-OHIO. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's AT&T-OHIO Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from AT&T-OHIO and follow AT&T-OHIO's Technical Publication TP 76300 for installation of equipment and facilities.

21.5 Interval (Collocator Installs Interconnection and Power Cabling)

21.5.1 The intervals set forth in this Section apply only when Collocator installs interconnection and power cabling. AT&T-OHIO will notify Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and

complete Physical Collocation Application. If AT&T-OHIO determines that Collocator's Physical Collocation Application is unacceptable, AT&T-OHIO shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T-OHIO shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.

21.5.2 The delivery interval relates to the period in which AT&T-OHIO shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date AT&T-OHIO receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide AT&T-OHIO, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as AT&T-OHIO has received such response and payment. If the Collocator has not provided AT&T-OHIO such response and payment by the twelfth (12) calendar day after the date AT&T-OHIO notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until AT&T-OHIO's receipt of the confirmatory response in writing from the Collocator with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by AT&T-OHIO taking into consideration the various factors set forth in Table 1 below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.5.3.1 The delivery interval assigned will be provided to the Collocator by AT&T-OHIO with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by AT&T-OHIO from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 – 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

21.5.3.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by AT&T-OHIO will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

21.5.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty-five (85) calendar days.

21.5.4 The second fifty percent (50%) payment must be received by AT&T-OHIO prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by AT&T-OHIO.

21.5.5 For the following Augments, the Collocator must submit a complete and accurate Physical Collocation Application, along with an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper shielded cable pair connections
- 12 fiber pair connections

21.5.5.1 Applications (except requests for Adjacent Structure Collocation) received by AT&T-OHIO from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T-OHIO.

21.5.5.2 The delivery interval for the above Augments is determined by AT&T-OHIO taking into consideration the various factors set forth in Table 2 below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

21.5.5.3 The delivery interval assigned will be provided to the Collocator by AT&T-OHIO with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by AT&T-OHIO from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 2

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	60 calendar days
11- 20	35 calendar days	65 calendar days

21.5.5.4 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table 2 above. All applications received by AT&T-OHIO from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.

21.5.6 For all Augments other than provided above, AT&T-OHIO will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-OHIO's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

21.6 Rates Elements for AT&T-OHIO Central Offices

21.6.1 Caged Collocation

21.6.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes four inch (4") conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary. This is expressed as a non-recurring charge per square foot of floor space requested.

21.6.2 DC Power Arrangement Provisioning

21.6.2.1 When the Collocator selects the option to provide and install its power cable by a AT&T-OHIO Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to AT&T-OHIO Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but AT&T-OHIO Approved Power Installation Vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers AT&T-OHIO Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3 Entrance Fiber Optic Cable Arrangement

21.6.3.1 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-OHIO, and leaving sufficient length of the cable in the manhole for AT&T-OHIO to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an AT&T-OHIO Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-OHIO Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-OHIO Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and

on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-OHIO Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-OHIO Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-OHIO Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-OHIO Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-OHIO Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-OHIO Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-OHIO Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-OHIO Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-OHIO Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.10 Collocation to Collocation Connection

21.6.10.1 This rate element includes physical to physical, and physical to virtual connection options.

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-OHIO Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-OHIO Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-OHIO Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.

21.6.10.1.5 Route Design

21.6.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary.

APPENDIX
VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to AT&T OHIO for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to AT&T OHIO's Lawful Unbundled Network Elements ("Lawful UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.

1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which Intrado will obtain Virtual Collocation from AT&T OHIO pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, Intrado and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any AT&T OHIO tariff, and agree not to so purchase or attempt to so purchase from any AT&T OHIO tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T OHIO to enforce the foregoing (including if AT&T OHIO fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to Intrado or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T OHIO may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from Intrado, AT&T OHIO may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by Intrado.

1.3 Upon request from a Collocator, AT&T OHIO will provide one of the following maintenance alternates for its Virtual Collocation offering:

1.3.1 In all of AT&T OHIO's premises, AT&T OHIO will offer Virtual Collocation wherein AT&T OHIO maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.

1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. AT&T OHIO may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 17, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that AT&T OHIO may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17is null and void and all Virtual Collocation will be maintained as described in Section 1 above.

1.4 Virtual Collocation in the Central Office is available for interconnection with AT&T OHIO for the transmission and routing of Telephone Exchange Service and Exchange Access as well as AT&T OHIO provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with AT&T OHIO provided UNEs.

1.5 Rates for the individual Lawful UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with AT&T OHIO.

1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T OHIO within AT&T OHIO's Central Offices is contained in Section 12 (Rate Regulations). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T OHIO within AT&T OHIO's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for AT&T OHIO CEVs, huts and cabinets).

1.7 Virtual Collocation provides for Interconnection to AT&T OHIO for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with AT&T OHIO provided Lawful UNEs when the Equipment is Provided by the Collocator.

1.8 Virtual Collocation provides for interconnection between AT&T OHIO and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in AT&T OHIO Central Offices and for interconnection with AT&T OHIO provided Lawful UNEs in AT&T OHIO Central Offices and CEVs, huts and cabinets.

1.9 Virtual Collocation is available at AT&T OHIO wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in AT&T OHIO CEVs, huts and cabinets. Upon request, AT&T OHIO will provide a listing of locations of AT&T OHIO's CEVs, huts or Cabinets.

1.10 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access Lawful UNEs. Such access is provided through cross connects purchased from the Agreement. Lawful UNEs including associated cross connects are obtained from the Agreement between the Collocator and AT&T OHIO. Cross connects associated with Lawful UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:

1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in AT&T OHIO's Technical Publication https://clec.att.com/clec/.

1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to AT&T OHIO under 47.U.S.C. § 251(c)(2) or accessing AT&T OHIO's Lawful UNEs under 47.U.S.C. § 251(c) (3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to Lawful UNEs. Such uses are limited to interconnection to AT&T OHIO's network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to AT&T OHIO's Lawful UNEs "for the provision of a telecommunications service."

1.10.3 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. AT&T OHIO is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.

1.10.4 In addition, AT&T OHIO voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the AT&T/Ameritech Merger Conditions. Under the AT&T/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing

Date that are located at the Collocator premises shall be considered network terminating equipment."

1.10.5 AT&T OHIO does not allow collocation of other Multifunctional Equipment, except that AT&T OHIO will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with AT&T OHIO's network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to AT&T OHIO's Lawful UNEs for the provision of a telecommunications service. AT&T OHIO voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if AT&T OHIO and Collocator mutually agree to such collocation.

1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. AT&T OHIO will not allow collocation of stand-alone switching equipment or any enhanced services equipment.

1.10.7 AT&T OHIO voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if AT&T OHIO and Collocator mutually agree to such placement, in AT&T OHIO's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), AT&T OHIO voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an AT&T OHIO Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in AT&T OHIO or (2) requested by Collocator and accepted by AT&T OHIO on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). AT&T OHIO's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC AT&T/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

1.10.9 All types of network equipment placed in AT&T OHIO network equipment areas of Eligible Structures by AT&T OHIO or Collocator must meet AT&T OHIO minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T OHIO) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T OHIO and its contractors when engineering and installing equipment.

1.10.10 In the event that AT&T OHIO denied Collocation of Collocator's equipment, citing Safety Standards, AT&T OHIO will provide within five (5) business days of Collocator's written request to AT&T OHIO representative(s), a list of AT&T OHIO equipment placed since January 1, 1998

within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AT&T OHIO equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.

1.10.11 In the event AT&T OHIO believes that collocated equipment is not necessary for interconnection or access to Lawful UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, AT&T OHIO or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T OHIO's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Appendix.

1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If AT&T OHIO chooses to have its personnel present when the Intrado equipment is installed, then AT&T OHIO's presence will be at its own expense. However, if AT&T OHIO demonstrates that Intrado's contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, Intrado is responsible for the quantifiable expense incurred by AT&T OHIO.

1.12 Federal Telecommunications Act of 1996 (the "Act")

1.12.1 AT&T OHIO provides Virtual Collocation for interconnection to AT&T OHIO for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to AT&T OHIO's Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).

1.12.2 The use of Virtual Collocation for (1) interconnection to AT&T OHIO or (2) access to AT&T OHIO's Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at AT&T OHIO wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in AT&T OHIO CEVs, huts and cabinets.

1.12.3 In addition, the following terms and conditions contained in the AT&T OHIO's Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 3-Limitation of Liability and Force Majeure Events, Section 4.5-Casualty Loss, Section 5.1- Certification, Section 5.5-Hazardous Waste & Materials, Section 5.6-Safety, Section 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Section 6.7- Late Payment Charge, Section 6.8- Allowance for

Interruptions, Section 9.4-Threat to Personnel, Network, or Facilities, Section 9.5-Interference or Impairment, Section 9.7-Alterations, Section 11-Re-entry.

2. DEFINITIONS

2.1 Act - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.2 Active Collocation Space - Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.

2.3 Adjacent Off-site Arrangement - Where Physical Collocation space within AT&T OHIO Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T OHIO shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T OHIO's Central Office or Eligible Structure.

2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T OHIO's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of AT&T OHIO's Central Office or Eligible Structure.

2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T OHIO shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T OHIO's facilities. AT&T OHIO shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

2.3.3 In the event that interior space in an Eligible Structure becomes available, AT&T OHIO will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

2.4 Adjacent Structure - A Collocator-provided structure placed on AT&T OHIO property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. AT&T OHIO and telecommunications carrier will mutually agree on the location of the designated space on AT&T OHIO premises where the adjacent structure will be placed. AT&T OHIO will not unreasonably withhold agreement as to the site desired by Collocator.

2.5 Augment - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.

2.6 Custom Work Charge - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work

performed which will benefit or be used by AT&T OHIO or other collocators. AT&T OHIO also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T OHIO is not reached regarding the Custom Work Charge, AT&T OHIO shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T OHIO shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T OHIO that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, AT&T OHIO shall file the appropriate interconnection agreement amendment. However, AT&T OHIO shall not delay completion of such work during the agreement approval process. AT&T OHIO shall perform such work based upon provisional rates, subject to true up.

2.7 Day - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.

2.8 Dedicated Space - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in AT&T OHIO Eligible Structure.

2.9 Eligible Structure - Eligible Structure refers to AT&T OHIO's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T OHIO that house its network facilities, and all structures that house AT&T OHIO's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

2.10 Infrastructure Systems - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.

2.11 Legitimately Exhausted - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before AT&T OHIO may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T OHIO must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T OHIO's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Appendix General Terms & Conditions, Section 10. In making this determination, AT&T OHIO may reserve space for transport equipment for current year plus two years. Additionally, AT&T OHIO may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T OHIO or for future use by AT&T OHIO or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T OHIO may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS)) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.

2.12 Other (Inactive) Collocation Space - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.

2.13 Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

2.14 Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.

2.15 Telecommunications Infrastructure Space - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to Lawful UNEs of AT&T OHIO's network.

3. PROVISIONING

3.1 Virtual Collocation for Interconnection to AT&T OHIO or access to AT&T OHIO provided Lawful UNEs is ordered as set forth in AT&T OHIO's Interconnector's Collocation Services Handbook at https://clec.att.com/clec/ for Virtual Collocation in 13-STATES. AT&T OHIO will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of Collocator.

3.2 AT&T OHIO will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

4. COLLOCATOR RESPONSIBILITIES

4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to AT&T OHIO's Lawful UNEs. The Collocator will, at its expense, provide the following:

4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),

4.1.2 All unique tools and test equipment,

4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,

4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,

4.1.5 All training as described in Section 12.4.16.

4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on AT&T OHIO property. Suitable replacements are to be immediately provided to AT&T OHIO to restore equipment.

4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T OHIO Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

5.1 AT&T OHIO will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

5.1.1 Placement of Collocator's fiber into the Central Office vault,

5.1.2 Location and completion of all splicing,

5.1.3 Completion of installation of equipment and facilities,

5.1.4 Removal of above facilities and equipment,

5.1.5 To the extent known, the Collocator can provide forecasted information to AT&T OHIO on anticipated additional Virtual Collocation requirements,

5.1.6 To the extent known, the Collocator is encouraged to provide AT&T OHIO with a listing of the equipment types that they plan to virtually collocate in AT&T OHIO's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that AT&T OHIO personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T OHIO will begin development of the quotation. AT&T OHIO will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.

6.1.2 In responding to an application request, AT&T OHIO shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.

6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation interconnection:

Number of Applications By One Collocator	Quotations Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 – 20	25 Calendar Days

6.1.4 Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with AT&T OHIO at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.

6.1.6 Once AT&T OHIO has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.

6.1.7 If the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

6.2 Implementation Intervals

6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, AT&T OHIO will allow the Collocator's vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The Virtual Collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Virtual Collocation area.

6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), huts and cabinets.

6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

Type	Description	Interval	Exception
Virtual	Active Collocation space	90 calendar days	With AT&T OHIO installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With Intrado installation of bays/racks/frames

6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), AT&T OHIO shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.

6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, AT&T OHIO will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. AT&T OHIO will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where AT&T OHIO will be installing all or some of the bays. AT&T OHIO considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.

6.2.6 If a completion date outside the time period required herein is not agreed to by the Parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either Party to the appropriate Commission for determination.

6.3 Installation of Virtual Collocation Equipment

6.3.1 AT&T OHIO does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

6.3.2 AT&T OHIO will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.

6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

6.3.4 The Collocator and AT&T OHIO must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T OHIO will cooperatively test the collocated equipment and facilities with the Collocator.

6.3.5 AT&T OHIO will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to Intrado at collocation space turnover. This information is used to request access and line sharing services. Intrado is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.

6.4.1.1 Major Revisions include:

- adding telecommunications equipment that requires additional electrical power.
- adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.

6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.

6.4.1.2 Minor Revisions include:

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems.
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system.
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system.

6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by AT&T OHIO to determine whether the revision is major or minor.

6.5 Augments

6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to AT&T OHIO Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

6.5.2 AT&T OHIO will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

7.1 The Collocator will arrange to deliver to AT&T OHIO Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.

7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.

7.3 AT&T OHIO does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T OHIO may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to AT&T OHIO Central Offices and AT&T OHIO CEVs, huts and cabinets and are applicable for all repairs performed by AT&T OHIO on the Collocator's facilities and equipment.

8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T OHIO with the location and identification of the equipment and a detailed description of the trouble.

8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T OHIO will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

9.1 The Collocator will request any and all maintenance by AT&T OHIO on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T OHIO with the location and identification of the equipment and a detailed description of the maintenance requested.

9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T OHIO will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

10.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T OHIO will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

11. TERMINATION OF VIRTUAL COLLOCATION

11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with AT&T OHIO to remove the Collocator's equipment and facilities from AT&T OHIO's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. AT&T OHIO is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. AT&T OHIO shall be responsible for exercising reasonable caution when removing virtually collocated equipment. AT&T OHIO will only be responsible for damage done to such equipment caused by gross negligence on the part of AT&T OHIO or its contractors during the removal process. However, Collocator will indemnify and hold AT&T OHIO harmless for any damage done to virtually collocated equipment if AT&T OHIO permits the Collocator to hire a contractor approved by AT&T OHIO to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by AT&T OHIO and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of Intrado Virtual Collocation equipment, AT&T OHIO may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. AT&T OHIO and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in

conduits or inner-ducts and will only be required to do so when AT&T OHIO instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

12. RATE ELEMENTS (AT&T OHIO DOES ALL WORK)

12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to AT&T OHIO under section 251(c)(2) and for access to AT&T OHIO provided Lawful UNEs under 251(c)(3), when the Collocator provides the equipment.

12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.

12.3 Rates and charges specific to Virtual Collocation for interconnection with AT&T OHIO for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to AT&T OHIO provided Lawful UNEs under 251(c)(3) in AT&T OHIO's Central Offices are set forth on Attachment 2 (Rates and Charges for AT&T OHIO Central Offices). Rates and charges specific to Virtual Collocation for access to AT&T OHIO provided Lawful UNEs in AT&T OHIO CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for AT&T OHIO CEVs, huts and cabinets).

12.4 Rate Elements for AT&T OHIO Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with AT&T OHIO for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to AT&T OHIO's provided Lawful UNEs to be used in conjunction with Virtual Collocation in AT&T OHIO's Central Offices.

12.4.1 Planning Fee

12.4.1.1 The Planning Fee recovers AT&T OHIO costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for AT&T OHIO personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in AT&T OHIO's Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by AT&T OHIO expressed as a monthly rate. AT&T OHIO's Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by AT&T OHIO and the Collocator or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with the Collocator or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

12.4.5 Real Estate

12.4.5.1 These rate elements provide for AT&T OHIO to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits AT&T OHIO to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.5.3 Safety and Security

12.4.5.3.1 Permits AT&T OHIO to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for AT&T OHIO pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided as Lawful UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

12.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-10 AMP feeds, 2-20 AMP feeds, 2-30 AMP feeds, 2-40 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, AT&T OHIO will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Intrado orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and AT&T will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs), but AT&T shall only bill Intrado the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPs. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, Battery Distribution Fuse Bay (BDFB), associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between AT&T OHIO's Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

12.4.10 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T OHIO's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.11 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T OHIO's Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.12 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T OHIO's Digital Cross Connect System (DCS)

functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.13 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T OHIO's Digital System Cross-Connect Frame functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between AT&T OHIO's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 AT&T OHIO provided single signal from AT&T OHIO's timing source to provide synchronization between a Collocator's single network element and AT&T OHIO's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.

12.4.16 Training

12.4.16.1 AT&T OHIO is responsible for determining when training is necessary and how many of AT&T OHIO's employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for Virtual Collocation. AT&T OHIO will be limited to request training for four (4) of AT&T OHIO's personnel per location, unless a different number is mutually agreed upon by AT&T OHIO and Collocator.

12.4.16.2 The Collocator may have AT&T OHIO arrange for the required training of AT&T OHIO's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.

12.4.16.3 If AT&T OHIO chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and

12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for AT&T OHIO employee training.

12.4.16.3.3 arrange and pay all costs associated with AT&T OHIO employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for AT&T OHIO employee training.

12.4.16.4 AT&T OHIO will work cooperatively with the Collocator to schedule AT&T OHIO's personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for AT&T OHIO's personnel time required to

coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary will be assessed to the Collocator.

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

12.4.17.1.1 This rate element is a labor rate charged by AT&T OHIO to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.17.2 Repair of Equipment

12.4.17.2.1 This rate element is a labor rate charged by AT&T OHIO to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.18 Collocation-to-Collocation Connection

This rate element includes virtual-to-virtual, and virtual-to-physical connection options.

12.4.18.1 Fiber Cable (12 Fiber Pair)

12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.2 Copper Cable (28 DS1s)

12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.3 Coax Cable (1 DS3)

12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a

monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.4 Cable Racking and Hole

12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

12.4.18.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by AT&T OHIO to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by AT&T OHIO to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

12.5 Rate Elements for AT&T OHIO's CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to AT&T OHIO's provided Lawful UNEs in AT&T OHIO's CEVs, huts and cabinets.

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T OHIO CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

12.5.3.1 This sub-element provides for the use of power in the hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a maxi-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a mini-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.9 Medium Cabinet

12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.10 Small Cabinet

12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.11 Project Coordination Fee

12.5.11.1 The project coordination fee provides for AT&T OHIO personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

13.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

13.2 For purposes of virtually collocating equipment, AT&T OHIO shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to AT&T OHIO and other Collocators.

13.3 After Collocator has been provided with written notification by AT&T OHIO that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, AT&T OHIO shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, AT&T OHIO shall not prevent the Collocator from entering the Eligible

Structure. If AT&T OHIO does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, AT&T OHIO shall deliver the requested documents to Collocator immediately upon locating same.

13.4 AT&T OHIO will provide a security escort with the Collocator paying the expense for the escort. AT&T OHIO will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that AT&T OHIO may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and void, and all Virtual Collocation will be maintained by AT&T OHIO as described in Section 1.3 of this Appendix.

13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide AT&T OHIO with reasonable notice of the entry. Notice will be provided to AT&T OHIO's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to AT&T OHIO's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.

13.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T OHIO security standards. Disciplinary procedures shall be established in accordance with Section 14.3 of this Appendix to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of AT&T OHIO or other Collocators in jeopardy.

13.7 AT&T OHIO may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.

13.8 AT&T OHIO shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T OHIO's equipment suppliers with equivalent access.

13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

14. OBLIGATIONS OF THE COLLOCATOR

14.1 Indemnification of AT&T OHIO Indemnification is governed by the General Terms and Conditions of this Agreement.

14.2 Insurance - Except as otherwise provided herein, Insurance will be governed by the General Terms and Conditions of this Agreement.

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of Collocator

15.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T OHIO's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T OHIO's own employees and authorized contractors must undergo. AT&T OHIO will not, however, require Collocator to receive security training from AT&T OHIO, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T OHIO's Interconnector's Collocation Services Handbook at https://clec.att.com/clec/ for Virtual Collocation in 13-STATES.

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

16.1 Rate Elements for AT&T OHIO's Offices

16.1.1 This security escort charge consists of the charges for AT&T OHIO provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

16.2 Rate Element for AT&T OHIO's CEV, Hut, and Cabinets

16.2.1 The security escort charge consists of the charges for AT&T OHIO provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

16.3 Application of Rates and Charges

16.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all existing Intrado collocation arrangements, including those established before the Effective Date of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17. CDOW (INTRADO DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T OHIO Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and AT&T OHIO Main Distribution Frame (MDF) or its equivalent by AT&T OHIO Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2.

If Collocator selects this option, AT&T OHIO will install and stencil termination blocks or panels at AT&T OHIO Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's AT&T OHIO Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T OHIO Approved Vendor must obtain an approved Method Procedure (MOP) from AT&T OHIO and follow AT&T OHIO's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

17.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and AT&T OHIO's Battery Distribution Fuse Bay (BDFB) by AT&T OHIO Approved Power Installation Vendor. When AT&T OHIO designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T OHIO Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

17.2.2 The Collocator must contact AT&T OHIO project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T OHIO Power Plant Primary Distribution, which will be performed by AT&T OHIO. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T OHIO Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T OHIO and follow AT&T OHIO's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.3 Intervals and Provisioning

17.3.1 Implementation Intervals when Intrado hires AT&T OHIO Approved Vendor Installs Interconnection and Power Cabling.

17.3.1.1 AT&T OHIO will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by AT&T OHIO. AT&T OHIO will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If AT&T OHIO determines that Collocator's Virtual Collocation Application is unacceptable, AT&T OHIO shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T OHIO shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 17.3 is for new and augment Virtual Collocation Applications apply only when the Collocator installs interconnection and power cabling.

17.3.1.2 The delivery interval relates to the period in which AT&T OHIO shall construct and turnover to the Collocator's AT&T OHIO Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date AT&T OHIO receives a

complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide AT&T OHIO, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as AT&T OHIO has received such response and payment. If the Collocator has not provided AT&T OHIO such response and payment by the twelfth (12th) calendar day after the date AT&T OHIO notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until AT&T OHIO's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by AT&T OHIO taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to the Collocator by AT&T OHIO with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by AT&T OHIO from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Virtual Collocation Space Use	Overhead Iron/Racking Does Not Exist for Virtual Collocation Space Use	Additional Power or HVAC is Required for Virtual Collocation Space Use
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

17.3.1.3 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by AT&T OHIO from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T OHIO.

17.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by AT&T OHIO will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

17.3.2 Payment

17.3.2.1 The second fifty percent (50%) payment must be received by AT&T OHIO prior to the space being turned over to the Collocator's AT&T OHIO Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's AT&T OHIO Approved Vendor by AT&T OHIO.

17.3.3 Cable Augments

17.3.3.1 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:

17.3.3.1.1 168 DS1 connections and/or

17.3.3.1.2 48 DS3 connections and/or

17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or

17.3.3.1.4 12 fiber pair connections

17.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

17.3.3.3 The cabling Augment interval is determined by AT&T OHIO taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by AT&T OHIO with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by AT&T OHIO from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Virtual Collocation Use
1 – 10	30 calendar days	60 calendar days
11 - 20	35 calendar days	65 calendar days

17.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by AT&T OHIO from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

17.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

17.3.3.6 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery

interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

17.3.4 All Other Augments

17.3.4.1 For all Augments other than provided above, AT&T OHIO will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

17.3.5 Walk-Through Visit

17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from AT&T OHIO's receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the Intrado and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for AT&T OHIO Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When the Collocator selects the option to install the power cable by AT&T OHIO Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.

17.4.2 DS0 Voice Grade Cable Arrangement

17.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T OHIO approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.3 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T OHIO approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.4 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T OHIO approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.5 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T OHIO approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.6 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T OHIO approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a

combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.7 Fiber Interconnection Cable Arrangement

17.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T OHIO approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8 Collocation to Collocation Connection

17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

17.4.8.1.1 Fiber Cable (12 Fiber Pair)

17.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T OHIO approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.2.1 Copper Cable

17.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T OHIO approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.3.1 Coax Cable

17.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T OHIO approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.4.1 Cable Racking and Hole

17.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual Collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.5.1 Route Design

17.4.8.5.1.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

APPENDIX DIRECT

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APPENDIX DIRECT
(DIRECT ACCESS AGREEMENT FOR LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.1.1 Intentionally Omitted.

1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.

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1.19 Intentionally Omitted.

1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.21 Intentionally Omitted.

1.22 Intentionally Omitted.

1.23 Intentionally Omitted.

1.24 Intentionally Omitted.

1.25 The Prices at which AT&T OHIO agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

2.1 "Automated Message Accounting" (AMA) – Billing detail recordings in the switch.

2.2 "Call Processing Data Link" (CPDL) - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.

2.3 "Data Terminating Equipment" (DTE) - A terminal attached to a data network as an End User node.

2.4 "Nortel Digital Multiplexing Switch" (DMS 200) - DMS performs base call processing functions and supports service capabilities.

2.5 "IBM RISC 6000 Processor" – The IBM platform that enables database search capabilities.

2.6 "Nortel Directory One" (D1) - D1 offers directory search applications built on a standard operating software environment.

2.7 "Nortel Directory One Call Control" - Allows bi-directional call control capability between the TOPS switch and the D1 network.

2.8 "Electronic White Pages" (EWP) - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.

2.9 "Nortel Interactive Voice System" (IVS) - Peripheral off the switch that provides interactive audio.

2.10 "Nortel Multi Purpose Position" (MP, MPX or MPX-IWS) - Operator Workstations.

2.11 "Non-Published Number" (NP) - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.

2.12 "Operator Service Center" (OSC) - Physical location of the Operators/workstations.

2.13 "Published Number" - A telephone number that is published in a telephone directory and is available upon request by calling an AT&T OHIO DA Operator.

2.14 "Nortel Queue Management System" (QMS) - Supports up to 255 unique queues on calls to operator positions.

2.15 "Nortel Traffic Operating Position System" (TOPS) - Performs base call processing functions and support service capabilities.

2.16 "Nortel/IBM Protocol" – Allows communication between Nortel Switch and IBM database.

2.17 "IBM Platform" – Offers directory search applications built on a standard operating software environment.

3. SERVICE

3.1 Direct Access allows Intrados access to AT&T OHIO's Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to Intrado's End User. This service shall allow Intrado to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address AT&T OHIO will provide Intrados nondiscriminatory access to the same directory listing information available to its own directory assistance operators.

3.2 Where technically feasible and/or available, Intrado may receive Direct Access from AT&T OHIO's host switches via an Intrado Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the Intrado switch may provide auto and offer DACC.

4. RESPONSIBILITIES OF AT&T OHIO

4.1 AT&T OHIO shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to Intrado for all AT&T OHIO listings.

4.2 AT&T OHIO shall provide DA listings to Intrado from its current DA records and in accordance with AT&T OHIO's methods, practices, and procedures.

4.3 AT&T OHIO shall provide Intrado access to the same listing information that is available to its own operators.

4.4 AT&T OHIO shall maintain the same level of system performance for Intrado as it provides to itself.

5. RESPONSIBILITIES OF INTRADO

5.1 Intrado shall submit requests for Direct Access in writing to AT&T OHIO. Requests for Direct Access will be pursuant to the Individual Case Basis (ICB) Process as outlined in the attached procedures.

5.2 When Intrado utilizes a switch other than those specified in TR-BX.25, Intrado must obtain CPDL/D1 certification of their switch from NORTEL. Intrado shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees.

5.2.1 AT&T-OHIO – The IBM RISC 6000 does not support the CDPL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

6.1 The CLEC providing the circuit between Intrado's office and AT&T OHIO's office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by Intrado.

6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by AT&T OHIO, and Intrado will reimburse AT&T OHIO for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix. Intrado also agrees to release, defend, indemnify, and hold harmless AT&T OHIO 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 AT&T OHIO employees and equipment associated with provision of the DA Services. This provision includes but is 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 the DA Services.

8. BILLING

8.1 AT&T OHIO - For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

9. USE OF SUBSCRIBER LISTING INFORMATION

9.1 Intrado is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local DA for its own End User customers.

10. ASSIGNMENT

10.1 The subscriber listing information accessed shall remain the property of AT&T OHIO. Intrado shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall Intrado authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

11. TERM OF CONTRACT AND RATE STRUCTURE

11.1 Upon Intrado's request, and pursuant to the terms and conditions herein, AT&T OHIO will set rates and other appropriate criteria for provision of Direct Access to Intrado pursuant to the ICB process.

11.2 The following types of rates shall apply to Direct Access.

11.2.1 Service Establishment

11.2.1.1 Intrado shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time Intrado orders Direct Access.

11.2.2 Direct Access Database Service

11.2.2.1 Intrado shall pay a monthly recurring charge for Direct Access Database Service which provides for database security and administration and ongoing support.

11.2.3 Direct Access Per Search

11.2.3.1 Where applicable, Intrado shall pay a Direct Access Per Search charge for each Intrado subscriber listing search queried from AT&T OHIO's listing.

APPENDIX DAL

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APPENDIX DAL

(LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.

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1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.21 Intentionally Omitted.

1.22 Intentionally Omitted.

1.23 Intentionally Omitted.

1.24 Intentionally Omitted.

1.25 The prices at which AT&T OHIO agrees to provide Intrado with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

2.1 Where technically feasible and/or available, AT&T OHIO will provide Directory Assistance (listing information referred to as Dialing Parity Directory Listings in AT&T OHIO (herein after referred to as DAL):

2.1.1 AT&T OHIO owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.

2.1.2 AT&T OHIO uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call AT&T OHIO's DA to obtain such information.

2.1.3 Inasmuch as AT&T OHIO provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), AT&T OHIO's database also contains directory assistance listing information for other ILEC and Intrado End Users.

2.1.4 Intrado, or its agent, wishes to provide DA service to Intrado's End Users located in Intrado's service area, and therefore, wishes to load its database with directory assistance listings contained in AT&T OHIO's DA database.

2.1.5 AT&T OHIO agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:

2.1.5.1 AT&T OHIO shall license its directory assistance listing information as defined in Exhibit A.

2.1.5.2 AT&T OHIO shall provide directory assistance listing information in a mutually acceptable format.

2.1.5.3 AT&T OHIO shall provide directory assistance listing information to Intrado via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T OHIO will provide to Intrado the initial load of directory assistance listing information in a mutually agreed upon timeframe.

2.2 Use of Directory Assistance Listing Information

2.2.1 Intrado may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

2.2.2 Upon termination of the Agreement, Intrado shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by AT&T OHIO, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in Intrado's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, Intrado may verify the listing by matching the caller-provided address with the address in Intrado's dates. Intrado may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. Intrado can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

3.1 The directory assistance listings provided by AT&T shall remain the property of AT&T OHIO. Intrado, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures Intrado uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

4. BREACH OF CONTRACT

4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied. Further should Intrado breach this agreement, it shall immediately cease use of AT&T OHIO's directory assistance listing information.

5. LIABILITY

5.1 AT&T OHIO makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to Intrado. Intrado agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. AT&T OHIO makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.

5.2 Intrado hereby releases AT&T OHIO from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

5.3 Intrado shall indemnify, protect, save harmless and defend AT&T OHIO (or AT&T OHIO's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to AT&T OHIO Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. Intrado shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against Intrado and AT&T OHIO, and/or against AT&T OHIO alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, AT&T OHIO may, at its option, assume and undertake its own defense, or assist in the defense of Intrado, in which event Intrado shall reimburse AT&T OHIO for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. Intrado shall not enter into any settlement of any such demand, claim or suit without the prior written consent of AT&T OHIO.

6. TERM OF APPENDIX

6.1 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 (12) months, whichever occurs later either Party may terminate this Appendix upon one hundred-twenty (120) calendar day's written notice to the other Party.

APPENDIX CESIM

(COMPETITIVE EMERGENCY SERVICES INTERCONNECTION METHODS)

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APPENDIX CESIM

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Competitive Emergency Services Interconnection Methods (CESIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Emergency Services Telecommunications Carrier (CESTC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of 911/E911 traffic between AT&T-OHIO's End Users and Intrado's 911 End Users.

1.2 Competitive Emergency Services Interconnection Methods (CESIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining Interconnection, which is incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection.

2. AT&T-OHIO NETWORK

2.1. AT&T-OHIO's network is partly comprised of End Office switches and Tandem Switches. AT&T-OHIO's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the CESIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of Intrado's switch(es) and AT&T-OHIO's End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given Selective Router area, the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

2.2. Intentionally Omitted.

2.3. Each Party is responsible for the facilities to its side of the POI(s) and may utilize any Method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s).

2.4. Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.5. Technical Interfaces

2.5.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.5.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-OHIO will provide any multiplexing required for DS1 facilities or trunking at its end and Intrado will provide any DS1 multiplexing required for facilities or trunking at its end.

2.5.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the Parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION TO AT&T-OHIO

3.1. Physical Collocation

3.1.1 When Intrado provides its own facilities or uses the facilities of a third party to an AT&T-OHIO Selective Router location and wishes to place its own transport terminating equipment at that location, Intrado may interconnect using the provisions of Physical Collocation as set forth in Appendix Physical Collocation.

3.2. Virtual Collocation

3.2.1 When Intrado provides its own facilities or uses the facilities of a third party to an AT&T-OHIO Selective Router location and wishes for AT&T-OHIO to place transport terminating equipment at that location on Intrado's behalf, Intrado may interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation. Virtual Collocation allows Intrado to choose the equipment vendor and does not require that Intrado be Physically Collocated.

3.3. Fiber Meet Point

3.3.1 Fiber Meet Point between AT&T-OHIO and Intrado can occur at any mutually agreeable and technically feasible point on the AT&T-OHIO network.

3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only 911 End Office and inter-Selective Router Trunk groups shall be provisioned over this jointly provided facility.

3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.5 Discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the 911 Trunk group(s).

3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.3.7 Intrado will provide fiber cable to the last entrance (or AT&T-OHIO designated) manhole at the POI(s). AT&T-OHIO shall make all necessary preparations to receive and to allow and enable Intrado to deliver fiber optic facilities into that manhole. Intrado will provide a sufficient length of fiber cable for AT&T-OHIO to pull through to the AT&T-OHIO cable vault. Intrado shall deliver and maintain such strands wholly at its own expense up to the POI(s). AT&T-OHIO shall take the fiber from the manhole and terminate it inside AT&T-OHIO's office at the cable vault at AT&T-OHIO's expense. In this case the POI shall be at the AT&T-OHIO designated manhole location.

3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.3.9 Intrado and AT&T-OHIO will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in Section 5 of this Appendix.

3.4. Other Interconnection Methods

3.4.1 The Parties may mutually agree to other methods of obtaining Interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. METHODS OF INTERCONNECTION TO INTRADO

4.1 Virtual Collocation

4.1.1 When AT&T-OHIO provides its own facilities or uses the facilities of a third party to the POI(s) and wishes for Intrado to place transport terminating equipment at that location on AT&T-OHIO's behalf, AT&T-OHIO may interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation as necessary to accommodate AT&T-OHIO's transport terminating equipment needs on an Individual Case Basis. AT&T-OHIO will reimburse CESTC for installation and maintenance at time and materials rates incurred by CESTC. Virtual Collocation allows AT&T-OHIO to choose the equipment vendor and does not require that AT&T-OHIO be Physically Collocated.

4.2 Other Interconnection Methods

4.2.1 The Parties may mutually agree to other methods of obtaining Interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

5. NETWORK RESPONSIBILITIES OF THE PARTIES

5.1 For each Interconnection within an AT&T-OHIO Selective Router area, Intrado shall provide written notice to AT&T-OHIO of the need to establish Interconnection with each Selective Router. Intrado shall provide all applicable network information on forms acceptable to AT&T-OHIO (as set forth in AT&T's CLEC Handbook, published on its CLEC website).

5.2 Upon receipt of Intrado's notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. 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.

5.3 Either Party may add or remove additional switches. The Parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this Agreement will apply to such Interconnection.

5.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each Party on its side of the POI.

APPENDIX COMPETITIVE EMERGENCY SERVICES

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APPENDIX COMPETITIVE EMERGENCY SERVICES

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions by which AT&T-OHIO and Intrado will provide each other with access to provision the applicable 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to Public Safety Answering Points (PSAPs) as required by the Public Utilities Commission of Ohio in Case No. 07.1199-TP-ACE dated February 5, 2008 ("Order"). As this Appendix is the result of the Order, if any action by the Public Utilities Commission of Ohio or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of the Order that was the basis or rationale for any rate(s), term(s) and/or condition(s) ("Specifications") of this Appendix and/or otherwise affects the rights or obligations of either Party that are addressed by this Appendix, the affected Specification(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 Competitive Emergency Services Notice"). With respect to any Written Competitive Emergency Services Notices hereunder, the Parties shall have sixty (60) days from the Written Competitive Emergency Services Notice to attempt to reach agreement on appropriate conforming modifications to the Appendix. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the Written Competitive Emergency Services Notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

1.2 The Parties acknowledge and agree that the Parties can only provide E911 Service in a territory where the Party is the E911 network provider, and then only that E911 Service configuration as purchased by the E911 Customer. The Parties' E911 Selective Routers and E911 Database Management System are by mutual agreement being provided under this Agreement on an "as is" basis.

1.3 Where Intrado is the Designated 911 Service Provider for an E911 Customer that is contiguous to an AT&T-OHIO E911 Customer, each Party shall provide access to its respective E911 network including Selective Routers as described herein.

1.4 If a 911/E911 Customer requests either Party to establish a PSAP to PSAP transfer arrangement, the Parties will discuss and establish operational procedures consistent with the 911/E911 Customer's request for such an arrangement.

1.5 Intentionally Omitted.

2. DEFINITIONS

2.1 "911 Service" is a service that uses a universal telephone number to provide the public access to the public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities by dialing 911. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area.

2.2 "911 System" or "E911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.

2.3 "911 End Office Trunk" or "E911 End Office Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from AT&T-OHIO to the E911 system.

2.4 "911 Selective Router Trunk" means a trunk from a Selective Router capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from AT&T-OHIO to Intrado or from Intrado to AT&T-OHIO. The 911 Selective Router Trunk may be between a Selective Router and a PSAP or between Selective Routers. The latter configuration may also be known as an inter-Selective Router Trunk.

2.5 "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.6 "Automatic Number Identification" or "ANI" means the telephone number associated with the access line from which a call to 911 originates.

2.7 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.8 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for E911 Systems.

2.9 **"Designated 911 Service Provider"** means the entity designated by the E911 Customer to provide 911 services to the PSAPs in their jurisdictional serving area.

2.10 "E911 Customer" means an Ohio county to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

2.11 "E911 Universal Emergency Number Service" (also referred to as "Enhanced 911 Service") or "E911 Service" is a communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing.

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

2.13 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

2.14 **"End Office" or "End Office Switch"** means a switching machine that directly terminates traffic to and receives traffic from End Users purchasing local exchange services. A PBX is not considered an End Office Switch.

2.15 **"Master Street Address Guide"** means a database of street names and house number ranges within their associated communities defining emergency service zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of E911 calls.

2.16 "National Emergency Number Association" or "NENA" means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, recommend standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.17 Intentionally omitted.

2.18 "Pseudo-ANI" or "pANI" means a telephone number used to support routing of wireless 911 calls or nomadic VoIP 911 calls. It may identify a wireless cell, cell sector or PSAP to which the call should be routed. Pseudo-ANI is also known as routing number.

2.19 "Public Safety Answering Point" or "PSAP" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order

in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.20 "Selective Routing" means the routing and equipment used at a "Selective Router" or "911/E911 Tandem" to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective Routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

2.21 Intentionally omitted.

2.22 "Shell Records" means those database records associated with Pseudo-ANI telephone numbers. Shell Records facilitate call delivery and the appropriate ALI display for wireless 9-1-1 calls and nomadic VoIP 911 calls.

2.23 "Interconnected Voice over Internet Protocol Service" or "Interconnected VoIP Service" means a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires IP-compatible customer premises equipment (CPE); and (4) permits users to generally receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

3. AT&T-OHIO RESPONSIBILITIES WHERE AT&T-OHIO IS THE DESIGNATED 911 SERVICE PROVIDER

3.1 AT&T-OHIO shall interconnect Intrado to the AT&T-OHIO 911 System as described in this section.

3.2 Call Routing

3.2.1 AT&T-OHIO will route 911 calls from the AT&T-OHIO Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the AT&T E911 Customer.

3.2.2 AT&T-OHIO shall route all 911 calls delivered via inter Selective Router trunking from Intrado to the appropriate AT&T-OHIO served PSAP.

3.2.3 Intentionally omitted.

3.2.4 Intentionally omitted.

3.3 Facilities and Trunking

3.3.1 AT&T-OHIO shall provide and maintain sufficient dedicated E911 trunks from AT&T-OHIO's Selective Router to the PSAP of the E911 Customer in accordance with the provisions of the Public Utilities Commission of Ohio rules and regulations and documented specifications of the E911 Customer.

3.3.2 AT&T-OHIO will, if requested, provide facilities to interconnect Intrado to the AT&T-OHIO Selective Router, as specified in Appendix Pricing or the applicable AT&T-OHIO tariff. Additionally, when diverse facilities and multiple POI(s) are requested by Intrado, AT&T-OHIO will provide such diversity where technically feasible, as specified in Appendix Pricing or at standard AT&T-OHIO tariff rates.

3.4 Database

3.4.1 Intentionally omitted

3.4.2 Intentionally omitted.

3.4.3 Where AT&T-OHIO manages the E911 Database, AT&T-OHIO's E911 Database shall accept electronically transmitted files that are based upon recommended NENA standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

3.4.4 Intentionally omitted.

3.4.5 Intentionally omitted.

3.4.6 Intentionally omitted.

3.4.7 Intentionally omitted.

3.4.8 Intentionally omitted.

4. INTRADO RESPONSIBILITIES WHERE AT&T-OHIO IS THE DESIGNATED 911 SERVICE PROVIDER

4.1 Call Routing

4.1.1 Intrado will transport 911 calls to each Point of Interconnection (POI). AT&T-OHIO shall transport Intrado traffic from the POI(s) to the AT&T-OHIO Selective Router.

4.1.2 INTRADO will forward the ANI information of the party calling 911 to AT&T-OHIO for delivery to the AT&T-OHIO 911 Selective Router.

4.2 Facilities and Trunking

4.2.1 Intentionally omitted.

4.2.2 Intentionally omitted.

4.2.3 Intrado shall provide a minimum of two (2) one-way outgoing 911 Selective Router Trunk(s) dedicated for originating 911 emergency service calls to the Point(s) of Interconnection (POI) for AT&T-OHIO 911 Selective Router interconnection, where applicable. The Parties agree to implement Common Channel Signaling trunking.

4.2.4 Intrado shall maintain facility transport capacity on its side of the POI sufficient to route 911 traffic over 911 Selective Router Trunks dedicated for 911 Interconnection between the Intrado switch and the AT&T-OHIO Selective Router.

4.2.5 Intrado shall order via Access Service Request (ASR) sufficient trunking to route Intrado's 911 calls to the POI for AT&T-OHIO termination to the designated AT&T-OHIO 911 Selective Router.

4.2.6 A diverse (i.e., separate) 911 Selective Router Trunk is recommended and may be required by the E911 Customer. If required by the E911 Customer, diverse 911 Selective Router Trunks shall be ordered in the same fashion as the primary 911 Selective Router Trunks. Intrado is responsible for initiating trunking and facility orders to the POI for diverse routes for 911 Interconnection.

4.2.7 Intrado is responsible for determining the proper quantity of 911 Selective Router Trunks and transport facilities from its switch(es) to interconnect with the POI(s) for AT&T-OHIO termination at the AT&T-OHIO 911 Selective Router.

4.2.8 Intrado shall engineer its 911 Selective Router Trunks to attain a minimum P.01 grade of service as measured using the “busy day/busy hour” criteria or, if higher, at such other minimum grade of service as required by Applicable Law.

4.2.9 Intrado shall monitor its 911 Selective Router Trunks for the purpose of determining originating network traffic volumes from Intrado to AT&T-OHIO. If Intrado’s traffic study indicates that additional 911 Selective Router Trunks are needed to meet the current level of 911 call volumes flowing to AT&T-OHIO, Intrado shall provision additional 911 Selective Router Trunks for Interconnection with AT&T-OHIO.

4.2.10 Intrado is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems on the Intrado side of the POI. Intrado is responsible for advising AT&T-OHIO of the 911 trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T-OHIO of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-OHIO will refer network trouble to Intrado if no

defect is found in AT&T-OHIO's 911 network. The Parties agree that 911 network problems will be managed expeditiously and the Parties will work cooperatively until problems are resolved.

4.3 Intentionally omitted.

5. INTRADO RESPONSIBILITIES WHERE INTRADO IS THE DESIGNATED 911 SERVICE PROVIDER

5.1 In geographic areas in which Intrado serves as the Designated 911 Service Provider for wireline E911 Service, AT&T-OHIO will order trunking to Intrado's network for the purpose of delivery of 911/E911 Service traffic from AT&T-OHIO's End Users to PSAPs served by Intrado's Selective Routing system as well as E911 call transfers from AT&T-OHIO served PSAPs. Intrado shall provide all hardware and software to terminate AT&T-OHIO End User 911/E911 Service and E911 call transfer calls delivered to Intrado to the appropriate PSAP served by Intrado's network.

5.2 Call Routing

5.2.1 Intrado will route 911 calls from the Intrado Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the Intrado E911 Customer.

5.2.1.1 Intentionally Omitted.

5.2.1.2 Intrado shall route all 911 calls delivered via inter Selective Router trunking from AT&T-OHIO to the appropriate Intrado served PSAP.

5.2.1.3 Intentionally omitted.

5.2.2 Intrado will forward the ANI it receives from AT&T-OHIO and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by AT&T-OHIO, Intrado will forward to the PSAP an identifier indicating the call originated from an AT&T-OHIO End Office. If ANI is forwarded by AT&T-OHIO, but no ALI record is found in the E911 DBMS, Intrado will report this "No Record Found" condition to AT&T-OHIO in accordance with NENA recommendations.

5.3 Facilities and Trunking

5.3.1 Intrado shall provide and maintain sufficient dedicated E911 trunks from Intrado's Selective Router to the PSAP of the E911 Customer, in accordance with the provisions of the Public Utilities Commission of Ohio rules and regulations and documented specifications of the E911 Customer.

5.3.2 Intentionally Omitted.

5.4 Database

5.4.1 Where Intrado manages the E911 Database for wireline E911 Service, INTRADO shall provide AT&T-OHIO access to the Intrado E911 Database o store AT&T-OHIO's End User 911 Records (e.g., the name, address, and associated telephone number(s) for each of AT&T-OHIO's End Users). AT&T-OHIO or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

5.4.2 Where Intrado manages the E911 Database for wireline E911 Service, Intrado shall coordinate access to the Intrado DBMS for the initial loading and updating of AT&T-OHIO End User 911 Records by AT&T-OHIO.

5.4.3 Where Intrado manages the E911 Database for wireline E911 Service, Intrado's E911 Database shall accept electronically transmitted files that are based upon recommended NENA standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the Intrado DBMS is not functioning properly.

6. AT&T-OHIO RESPONSIBILITIES WHERE INTRADO IS THE DESIGNATED 911 SERVICE PROVIDER

6.1 Call Routing

6.1.1 AT&T-OHIO will deliver 911 calls from its End Offices to the Intrado Selective Router. AT&T-OHIO is not required to establish direct trunking from its End Offices to Intrado's Selective Router unless the Parties come to a mutual agreement regarding the designation of primary and secondary Selective Routers in split wire centers and Intrado is designated as primary for the relevant End Office.

6.1.1.1 Intentionally Omitted.

6.1.1.2 Intentionally Omitted.

6.1.2 AT&T-OHIO will forward the ANI information of the party calling 911 to the INTRADO 911 Selective Router.

6.2 Facilities and Trunking

6.2.1 AT&T-OHIO shall order via ASR 911 End Office and/or inter Selective Router trunks to each Intrado E911 Selective Router that serves the exchange areas in which AT&T-OHIO is authorized to and will provide telephone exchange service.

6.2.2 AT&T-OHIO acknowledges that its End Users in a Wire Center may be served by different Selective Routers, and AT&T-OHIO shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the appropriate Intrado POI.

6.2.3 AT&T-OHIO shall provide a minimum of two (2) one-way outgoing 911 End Office trunk(s) dedicated for originating 911 emergency service calls from its End Offices to the appropriate Intrado POI, where applicable. Where SS7 connectivity is available, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

6.2.4 AT&T-OHIO is responsible for providing a separate 911 Selective Router Trunk group for each county or other geographic area that AT&T-OHIO serves if the E911 Customer for such county or geographic area has a specified varying default routing condition.

6.3 AT&T-OHIO shall maintain facility transport capacity sufficient to route 911 traffic over 911 End Office Trunks on dedicated 911 facilities between the AT&T-OHIO switch and the Intrado POI.

6.3.1 AT&T-OHIO shall provide sufficient trunking to route AT&T-OHIO's originating 911 calls to the designated Intrado 911 Selective Router location. A diverse (i.e., separate) 911 End Office Trunk is recommended and may be required by the E911 Customer. If required by the E911 Customer, diverse 911 End Office Trunks shall be ordered in the same fashion as the primary 911 End Office Trunks. AT&T-OHIO is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.

6.3.2 AT&T-OHIO is responsible for determining the proper quantity of trunks from its switch(es) to the Intrado Selective Router location. AT&T-OHIO is responsible for determining the proper quantity of facilities from its switch(es) to the Intrado POI.

6.3.3 AT&T-OHIO shall engineer its 911 End Office Trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law.

6.3.4 AT&T-OHIO shall monitor its 911 End Office Trunks for the purpose of determining originating network traffic volumes. If AT&T-OHIO's traffic study indicates that additional 911 End Office Trunks are needed to meet the current level of 911 call volumes, AT&T-OHIO shall provision additional 911 End Office Trunks for Interconnection with Intrado.

6.3.5 AT&T-OHIO is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems on the AT&T-OHIO side of the POI. AT&T-OHIO is responsible for

advising Intrado of the 911 End Office Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying Intrado of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Intrado will refer network trouble to AT&T-OHIO if no defect is found in Intrado's 911 network. The Parties agree that 911 network problems will be managed expeditiously and the Parties will work cooperatively until problems are resolved.

6.4 Database

6.4.1 Once the 911 End Office Trunking between AT&T-OHIO and all appropriate Intrado Selective Router(s) has been established and tested, AT&T-OHIO or its representatives shall be responsible for providing AT&T-OHIO's End User 911 Records to Intrado for inclusion in Intrado's DBMS on a timely basis.

6.4.2 AT&T-OHIO or its agent shall provide initial and ongoing updates of AT&T-OHIO's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

6.4.3 AT&T-OHIO shall adopt use of a Company ID on all AT&T-OHIO End User 911 Records in accordance with recommended NENA standards

6.4.4 AT&T-OHIO is responsible for providing Intrado updates to the E911 database; in addition, AT&T-OHIO is responsible for correcting any errors that may occur during the entry of its data to the Intrado 911 DBMS.

7. RESPONSIBILITIES OF BOTH PARTIES

7.1 Both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls to the 911 Selective Router(s).

7.1.1 AT&T-OHIO and Intrado will cooperate to promptly test all Selective Router Trunks and facilities between their network(s) and Selective Router(s). The Parties agree that they will not pass live traffic until successful testing is completed by both Parties.

7.2 911 Surcharge Remittance to PSAP

7.2.1 The Parties agree that:

7.2.1.1 Each Party is responsible for collecting and remitting any applicable 911 surcharges or fees directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and

7.2.1.2 The Party collecting and remitting 911 surcharges is responsible for providing the E911 Customer information in the format requested by the E911 Customer in accordance with Applicable Law.

7.3 ALI Database Responsibilities

7.3.1 Where Intrado has been designated the 911 Service Provider for an E911 Customer contiguous to an AT&T-OHIO E911 Customer, and where each Party's respective E911 Customer has requested the ability for PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g., wireless 911 and/or nomadic VoIP calls), each Party shall load pANI Shell Records and update ALI steering tables in their respective ALI databases to support PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g., wireless 911 and/or nomadic VoIP calls).

7.3.2 Intentionally Omitted.

7.3.3 Where Intrado has been designated the 911 Service Provider for an E911 Customer contiguous to an AT&T-OHIO E911 Customer, and where each Party's respective E911 Customer has requested the ability for PSAP-to-PSAP call transfer for non-dynamic ALI type calls (e.g., wireline), the Parties shall work cooperatively to establish methods and procedures to support PSAP–to-PSAP call transfer with ALI for non-dynamic ALI type calls (e.g., wireline).

7.4 Inter Selective Routing Trunks

7.4.1 Where Intrado is the E911 Service Provider for an E911 Customer that is contiguous to an AT&T-OHIO E911 Customer, Intrado and AT&T-OHIO may deploy bi-directional inter-SR trunking using one-way trunk configurations that will allow transfers between PSAPs subtending AT&T-OHIO Selective Routers and PSAPs subtending on Intrado Selective Routers. Intrado will be responsible for deploying and maintaining one-way trunks from Intrado's E911 routing network for PSAP call transfers from Intrado subtending PSAPs to AT&T-OHIO subtending PSAPs. AT&T-OHIO will be responsible for deploying and maintaining one-way trunks from the AT&T-OHIO Selective Router for PSAP call transfers from the AT&T-OHIO subtending PSAPs to Intrado subtending PSAPs.

7.4.1.1 Configuration of inter-Selective Router trunk groups shall be designed to support the existing E911 generic of the AT&T-OHIO Selective Router tandem. AT&T-OHIO will notify Intrado of any upgrades to the AT&T-OHIO E911 generic in the Selective Router.

7.4.1.2 Each Party will have a sufficient number of inter-Selective Router tandem trunks to support simultaneous inter-Selective Router tandem PSAP call transfers such that a P.01 grade of service is attained.

7.4.1.3 Where technically feasible, each Party will establish and maintain appropriate Selective Routing trunk routing translations as necessary to support inter-tandem E911 PSAP call transfer capability requested by the E911 Customer.

7.4.1.4 Each Party will provide the appropriate number of one-way outgoing 911/E911 Trunks over diversely routed facilities to enable transfer of 911 calls between PSAPs served by Intrado's E911 routing network and PSAPs served by AT&T-OHIO's E911 routing network.

7.4.1.5 The Parties will maintain appropriate dial plans to support inter-Selective Router tandem transfer.

7.4.1.6 Each Party will be responsible for alarming and monitoring their respective originating E911 inter-Selective Routing trunks. Each Party shall notify the other of any service outages on their respective inter-Selective Routing trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911 rules.

8. METHODS AND PRACTICES

8.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of the Party's Commission-ordered tariff(s), and (iv) the principles expressed in the recommended standards published by NENA.

9. CONTINGENCY

9.1 The terms and conditions of this Appendix represent a negotiated plan between the parties for providing access to 911 and E911 Databases, and for providing trunking and call routing for purposes of 911 call completion to each Party's respective Public Safety Answering Point (PSAP) customers as required by Section 251 of the Act and the Public Utilities Commission of Ohio.

9.2 The Parties agree that the 911 System as provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-OHIO and Intrado.

9.3 Intentionally Omitted.

9.4 Intentionally Omitted.

10. BASIS OF COMPENSATION

10.1 Rates for access to the Parties' 911 and E911 Databases, trunking and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in Appendix Pricing or the applicable Party's Commission-approved access tariff.

11. LIABILITY

11.1 AT&T-OHIO's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. AT&T-OHIO shall not be liable to Intrado, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T-OHIO has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from INTRADO until service is restored.

11.2 Intrado's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Intrado provides E911 Service to AT&T-OHIO, Intrado shall not be liable to AT&T-OHIO, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Intrado has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T-OHIO until service is restored.

11.3 Each Party agrees to release, indemnify, defend and hold harmless the other Party from any and all Loss arising out of either Party's 911 System hereunder or out of either Party's customers' or End Users' use of the 911 System, whether suffered, made, instituted or asserted by their respective customers or End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by their respective customers or End Users or others.

11.4 Each Party also agrees to release, indemnify, defend and hold harmless the other Party from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the calling party accessing the 911 System provided hereunder.

APPENDIX ITR
(Interconnection Trunking Requirements)

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APPENDIX ITR
(Interconnection Trunking Requirements)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC) other than Interconnection for the exchange of 911/E911 Service traffic, which is governed by Appendix CESIM and Appendix CES.

1.2 This Appendix provides descriptions of the trunking requirements between Intrado and AT&T-OHIO. Any references to incoming and outgoing trunk groups are from the perspective of Intrado. The paragraphs below describe the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, InterLATA "Meet Point" Traffic, Mass Calling, Operator Services and Directory Assistance traffic.

1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.

1.4 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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.

1.5 Intentionally Omitted.

1.6 Intentionally Omitted.

1.7 Intentionally Omitted.

1.8 Intentionally Omitted.

1.9 Intentionally Omitted.

1.10 Intentionally Omitted.

1.11 Intentionally Omitted.

1.12 Intentionally Omitted

1.13 Intentionally Omitted.

1.14 Intentionally Omitted.

1.15 Intentionally Omitted.

1.16 Intentionally Omitted

1.17 Intentionally Omitted.

1.18 Intentionally Omitted.

1.19 Intentionally Omitted.

1.20 Intentionally Omitted.

1.21 Intentionally Omitted.

1.22 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.23 Intentionally Omitted.

1.24 Intentionally Omitted.

1.25 Intentionally Omitted.

1.26 Intentionally Omitted.

2. DEFINITIONS

2.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among End Office Switches for IXC (Inter-exchange Carrier) carried traffic and IntraLATA Toll Traffic as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic in AT&T-OHIO.

2.2 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. A PBX is not considered an End Office Switch.

2.3 "IntraLATA Toll Traffic" or "IntraLATA Toll" is defined as traffic between one AT&T-OHIO local calling area and the local calling area of another AT&T-OHIO or LEC within one LATA within the respective state.

2.4 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.

2.5 "ISP-Bound Traffic" is as defined in Attachment: Intercarrier Compensation.

2.6 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between Intrado's End Users and AT&T-OHIO End Users.

2.7 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.

2.8 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.

2.9 "Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.

2.10 "Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.

2.11 "Meet Point Trunk Group" carries traffic between Intrado's End Users and Interexchange Carriers (IXCs) via AT&T-OHIO Access or Local/Access Tandem Switches.

2.12 "Offers Service" is defined as when either Party opens an NPA-NXX, ports a number to serve an End User**,** or pools a block of numbers to serve End Users.

2.13 "Section 251(b)(5) Traffic" is as defined in Attachment: Intercarrier Compensation.

2.14 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining local dialtone from Intrado where Intrado is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (iv) IntraLATA Toll traffic originating from an End User obtaining local dialtone from AT&T-OHIO where AT&T-OHIO is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 Intrado shall issue Access Service Requests (ASRs) for two-way Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups. Intrado shall issue ASRs for one-way trunk groups originating at Intrado's switch. AT&T-OHIO shall issue ASRs for one-way trunk groups originating at the AT&T-OHIO switch.

3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, High Volume Call In, and E911) and Meet Point Trunk Groups can be established between Intrado's switch and the appropriate AT&T-OHIO Tandem Switch as further provided in this Appendix ITR.

3.3 Two-way Local Interconnection Trunk Groups can be established between Intrado's switch and an AT&T-OHIO Local Tandem or End Office Switch. Two-way Local Only Trunk Groups can be established between Intrado's switch and an AT&T-OHIO Local Tandem. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.

3.4 Intentionally Omitted.

3.5 The Parties recognize that embedded one-way trunks may exist for Section 251(b)(5)/IntraLATA Toll Traffic. The Parties may agree to negotiate a transition plan to migrate the embedded one-way Local Only and/or Local Interconnection Trunk Groups to two-way Local Only and/or two-way Local Interconnection Trunk Groups. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. AT&T-OHIO agrees to develop a cutover plan and project manage the cutovers with Intrado's participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 AT&T-OHIO deploys in its network Local Only Tandem Switches (AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE), Local/IntraLATA Tandem Switches (AT&T SOUTHWEST REGION 5-STATE) Local/Access Tandem Switches and Access Tandem Switches. In addition AT&T-OHIO deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem or E911 Selective Routing Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and Mass Calling (choke Tandem).

4.2 Intrado shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the LATA in which Intrado Offers Service in AT&T MIDWEST REGION 5-STATE. If Intrado Offers Service in a LATA in which there is no AT&T Local Tandem, Intrado shall establish Local Interconnection Trunk Groups to each AT&T-OHIO End Office Switch in that LATA in which it Offers Service. CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in AT&T SOUTHWEST REGION 5-STATE. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in the AT&T SOUTHWEST REGION 5-STATE, Intrado shall establish a Local Interconnection Trunk Group to each AT&T-OHIO End Office Switch in that local exchange area in which Intrado Offers Service. Intrado shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local Tandem) to the respective AT&T-OHIO Local Tandem on the trunk groups defined below. AT&T-OHIO shall route appropriate traffic to Intrado's switches on the trunk groups defined below.

4.3 Direct End Office Trunk Group(s) (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between Intrado's switch and an AT&T-OHIO End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct End Office Trunk Group (one-way in AT&T CONNECTICUT) when actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks. Once provisioned, traffic from Intrado to AT&T-OHIO must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate AT&T-OHIO Local Tandem. If an AT&T-OHIO End Office does not subtend an AT&T-OHIO Local Tandem, a direct final Direct End Office Trunk Group will be established by Intrado, and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.

4.4 All traffic received by AT&T-OHIO on the DEOT from Intrado must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a

Remote End Office Switch of a host/remote configuration, Intrado shall establish the DEOT at the host switch. The number of digits to be received by the AT&T-OHIO End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way (one-way in AT&T CONNECTICUT).

4.5 Trunk Configuration

4.5.1 Trunk Configuration – AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT

4.5.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

4.5.1.2 Any AT&T-OHIO switch incapable of handling 64CCC traffic will require that Local Interconnection Trunk Groups be established at those switches using Alternate Mark Inversion (AMI).

4.5.2 Intentionally Omitted.

5. TRUNK GROUPS

5.1 When Intrado Offers Service in a Local Exchange Area or LATA, the following trunk groups shall be used to exchange various types of traffic between Intrado End Users and AT&T-OHIO End Users.

5.2 Intentionally Omitted.

5.3 Local Only and/or Local Interconnection Trunk Group(s) in Each LATA: AT&T MIDWEST REGION 5-STATE

5.3.1 Tandem Trunking –AT&T MIDWEST REGION 5-STATE

5.3.1.1 In AT&T MIDWEST REGION 5-STATE;

5.3.1.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all AT&T Local Only Tandems in the LATA for calls destined to or from all AT&T MIDWEST REGION 5-STATE End Offices that subtend the designated tandem. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.1.1.2 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all AT&T Local/IntraLATA, Local/Access, or Access Tandem Switch(es) (AT&T-2STATE only) in the LATA for calls destined to or from all AT&T MIDWEST REGION 5-STATE End Offices that subtend the designated tandems. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.2 Intentionally Omitted.

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish Direct End Office Trunk Groups for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic where actual or projected traffic demand is or will be twenty-four (24) or more trunks.

5.4 Meet Point Trunk Group: AT&T-OHIO

5.4.1 IXC carried traffic shall be transported between Intrado's switch and the AT&T-OHIO Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between Intrado's End Users and IXCs via an AT&T-OHIO Access Tandem Switch or Local/Access Tandem Switch.

5.4.2 Meet Point Trunk Groups shall be provisioned as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.

5.4.3 When AT&T-OHIO has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, Intrado shall establish a Meet Point Trunk Group to every AT&T-OHIO Access or Local/Access Tandem Switch where Intrado has homed its NXX code(s).

5.4.4 AT&T-OHIO will not block switched access customer traffic delivered to any AT&T-OHIO Access Tandem Switch or Local/Access Tandem Switch for completion on Intrado's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any AT&T-OHIO Access Tandem Switch or Local/Access Tandem Switch that Intrado's switch subtends in each LATA. In no event will AT&T-OHIO be required to route such traffic through more than one of its tandem switches for connection to/from switched access customers. AT&T-OHIO shall have no responsibility to ensure that any switched access customer will accept traffic that Intrado directs to the switched access customer.

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

5.5 800/(8YY) Traffic: AT&T-OHIO

5.5.1 If Intrado chooses AT&T-OHIO to handle 800/(8YY) database queries from its switches, all Intrado originating 800/(8YY) traffic will be routed over the Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC) 800/(8YY) service and Intrado 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the AT&T-OHIO Access or Local/Access Tandem Switch.

5.5.2 All originating Toll Free Service 800/(8YY) calls for which Intrado requests that AT&T-OHIO perform the Service Switching Point ("SSP") function (e.g. perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 Intrado may handle its own 800/(8YY) database queries from its switch. If so, Intrado will determine the nature (local/intraLATA/interLATA) of the 800/(8YY) call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, Intrado will route the post-query local or IntraLATA converted ten-digit local number to AT&T-OHIO over the Local Interconnection Trunk Group. In such case, Intrado is to provide an 800/(8YY) billing record when appropriate. If the query reveals the call is an InterLATA 800/(8YY) number, Intrado will route the post-query inter-LATA call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to AT&T-OHIO's Access or Local/Access Tandem Switch. Calls will be routed to

AT&T-OHIO over the Local Only and/or Local Interconnection Trunk Groups or Meet Point Trunk Groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service 800/(8YY) calls for which Intrado performs the SSP function, if delivered to AT&T-OHIO, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by Intrado using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

5.6 Intentionally Omitted.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: AT&T-OHIO

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. Intrado will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows:

Number of Access Lines Served	***Number of Mass Calling Trunks***
0 – 10,000	*2*
10,001 – 20,000	*3*
20,001 – 30,000	*4*
30,001 – 40,000	*5*
40,001 – 50,000	*6*
50,001 – 60,000	*7*
60,001 – 75,000	*8*
75,000 +	*9 maximum*

5.7.3 If Intrado should acquire a HVCI/Mass Calling customer, i.e. a radio station, Intrado shall notify AT&T-OHIO at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-OHIO HVCI/Mass Calling Serving Office to an Intrado customer's serving office. Intrado will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If Intrado finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, Intrado may request a meeting to coordinate with AT&T-OHIO the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that Intrado establishes a new choke NXX, Intrado must notify AT&T-OHIO a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T-OHIO will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the AT&T-OHIO Public Response HVCI/Mass Calling Network Access Tandem to Intrado's choke serving office.

5.7.5 Intentionally Omitted.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 Terms and Conditions for Inward Assistance Operator Services are found in Appendix INW.

5.8.2 If AT&T-OHIO agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for Intrado, the following trunk groups are required:

5.8.2.1 Directory Assistance (DA)

5.8.2.1.1 Intrado may contract for DA services only. A segregated trunk group for these services will be required to the appropriate AT&T-OHIO Operator Services Tandem in the LATA for the NPA the Intrado wishes to serve. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). Intrado will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC)

5.8.2.2.1 Intrado contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each AT&T-OHIO Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). Intrado will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI)

5.8.2.3.1 When AT&T-OHIO's operator is under contract to verify the busy status of Intrado's End Users, AT&T-OHIO will utilize a segregated one-way with MF signaling trunk group from AT&T-OHIO's Operator Services Tandem to Intrado's switch. Intrado will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-)

5.8.2.4.1 This service requires a one-way trunk group from Intrado's switch to AT&T-OHIO's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. Intrado will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling

5.8.2.5.1 Intrado will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the Operator Services switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS Questionnaire

5.8.2.6.1 If Intrado chooses AT&T-OHIO to provide either OS and/or DA, then Intrado agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. TRUNK FORECASTING RESPONSIBILITIES: AT&T-OHIO

6.1 Intrado agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. AT&T-OHIO shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by Intrado. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T-OHIO General Trunk Forecast. AT&T-OHIO agrees to provide to Intrado its latest annual forecast for the trunk groups described in this Appendix ITR as AT&T-OHIO's initial forecast. AT&T-OHIO shall provide subsequent forecasts on an annual basis, not later than January 1. The Parties agree to the use of

Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Appendix for a minimum of three (current plus 2 future) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast.

6.2.4 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

6.3 Intrado shall be responsible for forecasting two-way trunk groups. AT&T-OHIO shall be responsible for forecasting the one-way trunk groups terminating to Intrado and Intrado shall be responsible for forecasting the one-way trunk groups terminating to AT&T-OHIO, unless otherwise specified in this Appendix.

6.4 Each Party shall provide a specified point of contact for planning and forecasting purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: AT&T-OHIO

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

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Interconnection Trunk Group - Direct End Office (Primary High)	ECCS*
Local Interconnection Trunk Group - Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: AT&T-OHIO

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). Intrado will have administrative control for the purpose of issuing ASRs on two-way trunk groups. In AT&T CONNECTICUT where one-way trunks are provisioned, AT&T

CONNECTICUT will issue ASRs for trunk groups for traffic that originates from AT&T CONNECTICUT and terminates to CLEC.

8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Meet Point Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.

8.3.1 In A Blocking Situation (Over-utilization)

8.3.1.1 In a blocking situation, Intrado is responsible for issuing ASRs on all two-way Local Only, Local Interconnection and Meet Point Trunk Groups and one-way Intrado originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T-OHIO will issue a TSGR. Intrado will issue an ASR within three (3) business days after receipt and review of the TGSR. Intrado will note "Service Affecting" on the ASR.

8.3.1.2 In a blocking situation, AT&T-OHIO is responsible for issuing ASRs on one-way AT&T originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, Intrado will issue a TSGR. AT&T-OHIO will issue an ASR within three (3) business days after receipt and review of the TGSR.

8.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR is sent to Intrado for the final and all subtending high usages that are contributing any amount of overflow to the alternate final route.

8.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR shall be sent to Intrado.

8.3.2 Underutilization

8.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group or a Meet Point Trunk Group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.

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

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

8.3.2.1.4 If AT&T-OHIO does not receive an ASR, or if Intrado does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AT&T-OHIO will attempt to contact Intrado to schedule a joint planning discussion. If Intrado will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T-OHIO reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, or Meet Point Trunk Groups.

8.3.3 Intentionally Omitted.

8.4 Projects require the coordination and execution of multiple orders or related activities between and among AT&T-OHIO and Intrado work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.4.1 Orders that comprise a project, i.e. greater than four (4) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

8.5 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects

8.5.1 AT&T-OHIO will advise Intrado of all projects significantly affecting Intrado trunking. Such Projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. AT&T-OHIO will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSR will be issued for each Intrado trunk group and will specify the required Intrado ASR issue date. Failure to submit ASR(s) by the required date may result in AT&T-OHIO ceasing to deliver traffic until the ASR(s) are received and processed.

8.6 Intrado Ordering Processes

8.6.1 Where AT&T-OHIO is ordering interconnection to Intrado's network, AT&T-OHIO will follow Intrado's ordering processes as posted on CLEC's website. The ordering processes initially posted on CLEC's website, and thereafter any changes to such processes, shall be subject to mutual agreement of the Parties and shall be consistent with existing industry standards, where applicable, and Rule 4901:1-7-22(C), O.A.C.

9. TRUNK DATA EXCHANGE: AT&T-OHIO

9.1 The Parties agree to exchange traffic data on two-way trunk groups and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date is agreed to by the Parties.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. The Parties may agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). The Parties agree that twenty (20) business days is the study period duration objective. However, on occasion a study period may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering

purposes, although with less statistical confidence. For AT&T originated one-way, or for any two-way trunk groups, these reports can be made available weekly upon request.

9.3 A trunk group utilization report (TIKI) is available upon request. The report is provided in an MS-Excel format.

10. NETWORK MANAGEMENT: AT&T-OHIO

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. Intrado and AT&T-OHIO will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 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 will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 Intrado and AT&T-OHIO shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. OUT OF EXCHANGE TRAFFIC

11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-AT&T incumbent exchange and consistent with the Appendix Out of Exchange Traffic.

12. SWITCHED ACCESS TRAFFIC

12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

(i) IntraLATA toll Traffic or Optional EAS Traffic from an Intrado End User that obtains local dial tone from Intrado where Intrado is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T End User that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

(iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over Interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups inconsistent with Applicable Law, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups.

APPENDIX INW

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APPENDIX INW
(Inward Assistance Operator Services)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switched-based CLEC's or CLEC's leasing Lawful unbundled switched ports as provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.

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1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.21 Intentionally Omitted.

1.22 Intentionally Omitted.

1.23 Intentionally Omitted.

1.24 Intentionally Omitted.

2. SERVICES

2.1 Where technically feasible and/or available, AT&T OHIO Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.

2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.

2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

3. DEFINITIONS

3.1 "General Assistance" - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

3.2 "Busy Line Verification" - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.

3.3 "Busy Line Verification/ Interrupt" - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.4 "Toll Center Code" - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.

3.5 "Operator Service Code" - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

4. RESPONSIBILITIES OF THE PARTIES

4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:

4.1.1 It is the responsibility of Intrado to order the necessary facilities to interconnect with AT&T OHIO's Operator assistance switch(es). It is the responsibility of AT&T OHIO to provide the necessary facilities to Intrado's point of presence in the local exchange area/LATA to interconnect with Intrado's Operator assistance switches.

4.1.2 Intrado will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the AT&T OHIO Operator assistance switch utilizing MF signaling. Likewise, AT&T OHIO will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to Intrado's designated Operator assistance switch.

4.2 Intrado will furnish request for service in writing to AT&T OHIO, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by AT&T OHIO. Intrado or its designated operator services providers shall submit Access Service Requests (ASRs) to AT&T OHIO to establish any new interconnection trunking arrangements.

4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its Intrado or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

5. TOLL CENTER CODES

5.1 Toll Center Codes will be used by the Intrado Operators for routing and connecting to the AT&T OHIO Operator assistance switches. These codes are specific to the various AT&T OHIO LATA's where AT&T OHIO Operator assistance switches are located.

5.2 AT&T OHIO Operator Services will require a Toll Center Code for the Intrado Operator Services assistance switch. This code will be the routing code used for connecting the AT&T OHIO Operator to the Intrado Operator on an Inward basis.

5.3 If Intrado requires establishment of a new Toll Center Code, Intrado shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

6.1 AT&T OHIO - Pricing for Inward Assistance Operator Services shall be based on the rates specified in the applicable Appendix Pricing (Operator work seconds) and/or the applicable Commissioned ordered tariff where stated.

7. MONTHLY BILLING

7.1 AT&T OHIO will render monthly billing statements to Intrado, and remittance in full will be due within thirty (30) days of receipt. Intrado will render monthly billing to AT&T OHIO and remittance in full will be due within thirty (30) days of receipt.

8. LIABILITY

8.1 Intrado agrees to defend and hold harmless AT&T OHIO from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. Intrado shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both AT&T OHIO and carrier.

8.2 Intrado also agrees to release, defend and hold harmless AT&T OHIO 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 AT&T OHIO employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

9.1 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 (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.

9.2 If Intrado terminates this Appendix prior to the expiration of the term of this Appendix, Intrado shall pay AT&T OHIO, within thirty (30) days of the issuance of any bills by AT&T OHIO, all amounts due for actual services provided under this Appendix, 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 OHIO pursuant to this Appendix prior to its termination.

9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

Intrado SWITCH SERVING LOCATIONS:

CITY	NPA-NXX	LATA

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix 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 End Users of the Parties pursuant to Section 251(c)(2) of the Act other than 911/E911 Service traffic, which is governed by Appendix CESIM and Appendix CES; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.

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1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.21 Intentionally Omitted.

1.22 Intentionally Omitted.

1.23 Intentionally Omitted.

1.24 Intentionally Omitted.

1.25 AT&T-OHIO shall provide, for Intrado's facilities and equipment, Interconnection for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which AT&T-OHIO provides itself, a subsidiary, an affiliate, or any other party to which AT&T-OHIO provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.26 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining Interconnection which shall be incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection pursuant to Section 251(c)(2) of the Act.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 AT&T-OHIO's network is partly comprised of End Office switches, Local Only Tandem Switches (AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. AT&T-OHIO's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of Intrado's switch(es) and AT&T-OHIO's End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

2.2 Intentionally Omitted.

2.3 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The Parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between Intrado and AT&T-OHIO.

2.4 Types of Points of Interconnection

2.4.1 A "Tandem Serving Area" or "TSA" is an AT&T-OHIO area defined by the sum of all local calling areas served by AT&T-OHIO End Offices that subtend an AT&T-OHIO tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

2.4.2 The Parties will interconnect their network facilities at a minimum of one Intrado designated Point of Interconnection (POI) within AT&T-OHIO's network in the LATA where Intrado Offers Service.

2.4.3 A "Single POI" is a single Point of Interconnection within a LATA on AT&T-OHIO's network that is established to interconnect AT&T-OHIO's network and Intrado's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

2.4.4 The Parties agree that Intrado has the right to choose a Single POI or multiple POIs.

2.4.5 When Intrado has established a Single POI (or multiple POIs) in a LATA, Intrado agrees to establish an additional POI:

(i) at an AT&T-OHIO TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T-OHIO TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or

(ii) at an AT&T-OHIO End Office in a local calling area not served by an AT&T-OHIO tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.

2.4.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met.

2.5 Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.6 Intrado is solely responsible for the facilities that carry OS/DA, Mass Calling and Meet Point Trunk Groups as specified in Appendix ITR.

2.7 Technical Interfaces

2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.7.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-OHIO will provide any multiplexing required for DS1 facilities or trunking at their end and Intrado will provide any DS1 multiplexing required for facilities or trunking at their end.

2.7.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the Parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation

3.1.1 When Intrado provides its own facilities or uses the facilities of a third party to a AT&T-OHIO Tandem or End Office building and wishes to place its own transport terminating equipment at that location, Intrado may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

3.2 Virtual Collocation

3.2.1 When Intrado provides its own facilities or uses the facilities of a third party to a AT&T-OHIO Tandem or End Office building and wishes for AT&T-OHIO to place transport terminating equipment at that location on Intrado's behalf, Intrado may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows Intrado to choose the equipment vendor and does not require that Intrado be Physically Collocated.

3.3 Fiber Meet Point

3.3.1 Fiber Meet Point between AT&T-OHIO and Intrado can occur at any mutually agreeable and technically feasible point at an AT&T-OHIO Tandem or End Office building or other mutually agreeable meet point between the Parties' networks within each local exchange area (AT&T SOUTHWEST REGION 5-STATE) or LATA (AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT, and AT&T-2STATE).

3.3.1.1 Intentionally Omitted

3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.

3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Group(s).

3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.3.7 Intrado will provide fiber cable to the last entrance (or AT&T-OHIO designated) manhole at the AT&T-OHIO Tandem or End Office building. AT&T-OHIO shall make all necessary preparations to receive and to allow and enable Intrado to deliver fiber optic facilities into that manhole. Intrado will provide a sufficient length of Fiber cable for AT&T-OHIO to pull through to the AT&T-OHIO cable vault. Intrado shall deliver and maintain such strands wholly at its own expense up to the POI. AT&T-OHIO shall take the fiber from the manhole and terminate it inside AT&T-OHIO's office at the cable vault at AT&T-OHIO's expense. In this case the POI shall be at the AT&T-OHIO designated manhole location.

3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.3.9 Intrado and AT&T-OHIO will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.4 Other Interconnection Methods

3.4.1 The Parties may mutually agree to other methods of obtaining Interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. RESPONSIBILITIES OF THE PARTIES

4.1 For each local Interconnection within an AT&T-OHIO area, Intrado shall provide written notice to AT&T-OHIO of the need to establish Interconnection in each LATA. Intrado shall provide all applicable network information on forms acceptable to AT&T-OHIO (as set forth in AT&T's CLEC Handbook, published on the AT&TCLEC Online website).

4.2 Upon receipt of Intrado's notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. 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.

4.3 Either Party may add or remove additional switches. The Parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this Agreement will apply to such Interconnection.

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each Party on their side of the POI.

APPENDIX LOCAL NUMBER PORTABILITY

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APPENDIX LNP
(LOCAL NUMBER PORTABILITY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Local Number Portability mutually provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T owned ILEC doing business in Ohio.

1.4 Intentionally Omitted.

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2. LOCAL NUMBER PORTABILITY (LNP)

2.1 General Terms and Conditions

2.1.1 AT&T OHIO and Intrado shall provide Local Number Portability (LNP) in accordance with requirements of the Act, the rules and orders of the FCC, and the guidelines of the North American Numbering Council (NANC).

2.2 Requirements for LNP

2.2.1 AT&T OHIO and Intrado shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, regarding LNP.

2.2.2 Either party shall be permitted to block default -routed calls to protect the public switched telephone network from overload, congestion, or failure propagation.

2.2.3 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service with the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

2.2.4 Each Party shall become responsible for the End User's other telecommunications related services and features, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), once that Party has ported the End User's telephone number to the Party's switch.

2.3 Limitations of Service

2.3.1 Telephone numbers can be ported as a basic network offering only within AT&T OHIO rate centers as approved by State Commissions. "Porting within rate centers" refers to the physical location of

the End User. If the End User changes his, her or its physical location from one rate center to another, the End User may not retain his, her or its telephone number (which is associated with the End User's previous rate center) as a basic network (non-FX) offering. An End User may retain his, her or its telephone number when moving from one rate center to another by the use of a tariff FX or Remote Call Forwarding offering from the new service provider. The term "FX," as used in this appendix, refers to number assignments and moves outside the rate centers with which a telephone number is ordinarily associated, and is different from the term "FX" in the Compensation attachment, which refers number assignment and moves outside of a mandatory local calling area.

2.3.2 Telephone numbers of the following types shall not be ported: (i) AT&T OHIO Official Communications Services (OCS) NXXs; and (ii) 555, 976, 950, 956, 976 and 900 numbers (iii) N11 numbers (e.g., 411 and 911); (iv) 800, 888, 877 and 866 numbers; and (v) disconnected or unassigned numbers.

2.3.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5.5 of this Appendix.

2.4 Service Description

2.4.1 The LRN software of the switch in which an NXX is native determines if the called party is in a portable NXX. When a calling party places a telephone call, if the called party is in a portable NXX, a query will be launched to the LNP database to determine whether or not the called number has been ported.

2.4.2 When the called number has been ported, an LRN will be returned to the switch that launched the query. Following the query, the LRN of the called number will appear in the Called Party Number (CdPN) field of the SS7 message and the called number will appear in the Generic Address Parameter (GAP) field.

2.4.3 When the query does not return an LRN, the call will be completed based upon the dialed digits.

2.4.4 When the LNP database is queried, the Forward Call Identifier (FCI) field's entry will be changed from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.

2.4.5 Where technically feasible, the Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.5 Pricing

2.5.1 With the exception of lawful query charges, the parties shall not charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, AT&T OHIO may charge Intrado LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

3. "N-1" QUERY METHODOLOGY

3.1 The parties shall follow the "N-1" query methodology in performing queries of the LNP database, as provided below. As provided by Industry standards, the N-1" carrier is the carrier in the call routing sequence immediately prior to the terminating carrier's end office, or the terminating carrier's end office tandem. The "N-1" carrier shall perform the LNP database query. If the "N-1" carrier fails to perform the LNP database query, the terminating carrier shall perform a query of the LNP database, and shall be permitted to change the N-1 carrier for the query.

3.1.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the "N-1" carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

3.1.2 For local calls to ported numbers, the originating carrier is the "N-1" carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.

3.1.3 For local calls to any NXX from which at least one number has been ported, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LNP at the request of Intrado, AT&T OHIO may query all calls directed to that NXX, provided that AT&T OHIO's queries shall not adversely affect the quality of service to Intrado's customers or end-users as compared to the service AT&T OHIO provides its own customers.

3.1.4 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and was obligated to perform the LRN-PNP query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.

3.1.5 Rates, terms and conditions for LNP queries performed by AT&T OHIO will be governed by FCC No. 73 Access Services Tariff, Section 34, or a successor tariff.

4. ORDERING

4.1 Porting of numbers marked as portable in the Local Exchange Routing Guide (LERG) will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.

4.1.1 When an LSR is sent to one Party by the other Party to initiate porting via LNP, the receiving Party shall return, at the appropriate time, a Firm Order Confirmation (FOC).

4.1.2 For the purposes of this Attachment, the Parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

5. PROVISIONING

5.1 The Parties will remove a ported number from the end office from which the number is being ported as close to the requested time as reasonably practicable, not to exceed 59 minutes, except under the conditions listed below in 5.1.1, 5.1.2 and 5.1.3. The 59-minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, AT&T OHIO and Intrado agree that a 30-minute interval is a goal toward which both companies will work; however, both Intrado and AT&T OHIO recognize that there will be instances where the interval may be up to 59 minutes.

5.1.1 Unconditional Ten-Digit Trigger. If the Unconditional Ten-Digit Trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the unconditional LNP trigger is removed.

5.1.2 Project Orders. For project requests, the Parties will negotiate time frames for the disconnection of the numbers in the old switch.

5.1.3 Coordinated Orders. Orders worked on a coordinated basis will be coordinated until the numbers are disconnected in the old switch.

5.2 The Parties agree to provide Unconditional Ten Digit Trigger wherever technically feasible.

5.3 AT&T OHIO and Intrado shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. AT&T OHIO and Intrado will use their best efforts to

update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).

5.4 At the time a telephone number is ported via LNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.

5.5 Mass Calling

5.5.1 Both AT&T OHIO and Intrado shall to offer Local Number Portability for telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria.

5.6 Operator Services, LIDB/LVAS and Directory Assistance

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

5.7 Porting of DID Block Numbers

5.7.1 DID block numbers shall be portable in the same manner as other local telephone numbers, subject to the modifications and/or limitations provided herein.

5.7.2 AT&T OHIO and Intrado shall offer Local Number Portability to customers for any portion of an existing DID block without being required to port the entire block of DID number.

5.7.3 AT&T OHIO and Intrado shall permit customers which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

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APPENDIX NUMBERING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the 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 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 will coordinate with respect to NXX assignments.

1.2 As used herein, AT&T OHIO means the above listed ILEC doing business in Ohio.

2. GENERAL TERMS AND CONDITIONS

2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

2.2 At a minimum, in those Metropolitan Exchange Areas where Intrado is properly certified by the appropriate regulatory body and intends to provide local exchange service, Intrado shall obtain a separate NXX code for each AT&T OHIO rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable Intrado and AT&T OHIO to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.

2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer

in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

APPENDIX OSS - RESALE & UNEs

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APPENDIX OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to Intrado for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/Ameritech POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.

1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.

1.4 Intentionally Omitted.

1.5 Intentionally Omitted.

1.6 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio the applicable AT&T-owned ILEC doing business in Ohio.

1.7 Intentionally Omitted.

1.8 AT&T OHIO has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

1.9 "LSC" means the Local Service Center (LSC) for AT&T OHIO.

1.10 "LOC" means the Local Operations Center (LOC) for AT&T OHIO.

1.11 "Service Bureau Provider" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by Intrado to act on its behalf for purposes of accessing AT&T OHIO OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

1.12 "UNE" is as described in Appendix Lawful UNE.

2. LAWFUL UNBUNDLING REQUIREMENTS

2.1 This Appendix is for OSS transactions related to UNEs (as provided in Appendix Lawful UNE), and Resold service which AT&T OHIO provides under this Interconnection Agreement (ICA service(s)). Should AT&T OHIO no longer be obligated to provide a UNE under the terms of this Agreement, AT&T OHIO shall no longer be obligated to offer access and use of OSS for that ICA service.

3. GENERAL CONDITIONS

3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold

volume of orders after which electronic ordering is required. Once Intrado is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, Intrado will no longer submit orders manually (and AT&T OHIO shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 Proper Use of OSS Interfaces

3.2.1 For AT&T OHIO, Intrado agrees to utilize AT&T OHIO electronic interfaces, as described herein, only for the purposes specifically provided herein. In addition, Intrado agrees that such use will comply with AT&T OHIO's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, Intrado shall be responsible for and indemnifies AT&T OHIO against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T OHIO's OSS from Intrado systems, workstations or terminals or by Intrado employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by Intrado and shall pay AT&T OHIO for any and all damages caused by such unauthorized entry.

3.3 Within AT&T OHIO regions, Intrado's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where Intrado has obtained an authorization from the End User for release of CPNI.

3.3.1 In AT&T OHIO regions, Intrado must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.3.2 Intentionally Omitted.

3.3.3 Throughout AT&T OHIO region, Intrado is solely responsible for determining whether proper authorization has been obtained and holds AT&T OHIO harmless from any loss on account of Intrado's failure to obtain proper CPNI consent from an End User.

3.4 By utilizing electronic interfaces to access OSS functions, Intrado agrees to perform accurate and correct ordering including Resale services and UNEs. Rates and charges are subject to the terms of this Agreement and applicable tariffs are dependent on region of operation. Intrado is also responsible for all actions of its employees using any of AT&T OHIO's OSS systems. As such, Intrado agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T OHIO caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T OHIO to Intrado. In addition, Intrado agrees to indemnify and hold AT&T OHIO harmless against any claim made by an End User of Intrado or other third parties against AT&T OHIO caused by or related to Intrado's use of any AT&T OHIO OSS.

3.5 In the event AT&T OHIO has good cause to believe that Intrado has used AT&T OHIO OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-owned ILEC in whose territory Intrado is doing business shall give Intrado written notice describing the alleged misuse ("Notice of Misuse"). Intrado shall immediately refrain from the alleged misuse until such time that Intrado responds in writing to the Notice of Misuse, which shall be provided to AT&T OHIO within twenty (20) calendar days after receipt of the Notice of Misuse. In the event Intrado agrees with the allegation of misuse, Intrado shall refrain from the alleged misuse during the term of this Agreement.

3.6 In the event Intrado does not agree that Intrado's use of AT&T OHIO OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:

3.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, Intrado shall continue to refrain from using the particular OSS functionality in the manner alleged by

AT&T OHIO to be improper, until Intrado has implemented a mutually agreeable remedy to the alleged misuse.

3.6.2 To remedy the misuse for the balance of the agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.

3.7 In order to determine whether Intrado has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, AT&T OHIO shall have the right to conduct an audit of Intrado's use of the AT&T OHIO OSS. Such audit shall be limited to auditing those aspects of Intrado's use of the AT&T OHIO OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T OHIO shall give ten (10) calendar days advance written notice of its intent to audit Intrado ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), Intrado shall provide AT&T OHIO with access to the requested information in any reasonably requested format, at an appropriate Intrado location, unless otherwise agreed to by the Parties. The audit shall be at AT&T OHIO's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T OHIO agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T OHIO.

3.8 When Resale service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, AT&T OHIO and Intrado will use manual processes. Should AT&T OHIO develop electronic interfaces for these functions for itself, AT&T OHIO will make electronic access available to Intrado within the specific operating region.

3.9 The Information Services (I.S.) Call Center for the AT&T OHIO region provides for technical support function of electronic OSS interfaces. Intrado will also provide a single point of contact for technical issues related to Intrado's electronic interfaces.

3.10 The Parties will follow the final adopted guidelines of "AT&T 13-State Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.

3.11 AT&T OHIO will and Intrado may participate in the Ordering and Billing Forum (OBF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T OHIO may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. Intrado and AT&T OHIO are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T OHIO has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

3.12 Due to enhancements and on-going development of access to AT&T OHIO OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. AT&T OHIO shall provide proper notice of interface phase-out as required by the Change Management Process.

3.13 Intrado is responsible for obtaining operating system software and hardware to access AT&T OHIO OSS functions. All hardware and software requirements are specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures", or any other documents or interface requirements subsequently generated by AT&T OHIO for any of its regions.

4. PRE-ORDERING

4.1 AT&T OHIO will provide real time access to pre-order functions to support Intrado ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to Intrado so that Intrado order requests may be created to comply with AT&T OHIO region-specific ordering requirements.

4.2 Pre-Ordering Functions for Resale Services and UNEs Include

4.2.1 Feature/Service Availability

4.2.1.1 Feature Inquiry provides feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry

Access to AT&T OHIO retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. Intrado agrees that Intrado's representatives will not access the information specified in this subsection until after Intrado has obtained authorization from the End User for release of CPNI which complies with conditions as described in section 3.3 of this Appendix.

4.2.3 Telephone Number Inquiry

AT&T OHIO provides a Telephone Number Reservation Inquiry, a Cancel Reservation function, and also provides a Telephone Number Confirmation Inquiry function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

AT&T OHIO provides address validation function.

4.3 The Following are Pre-Order Functions Specific to UNEs

4.3.1 Loop Pre-Qualification Inquiry

AT&T OHIO provides a loop pre-qualification inquiry function.

4.3.2 Loop Qualification Inquiry

AT&T OHIO provides a loop qualification inquiry function.

4.3.3 Common Language Location Indicator (CLLI) Inquiry

AT&T OHIO provides CLLI code inquiry function.

4.3.4 Connecting Facility Assignment (CFA) Inquiry

AT&T OHIO provides a CFA inquiry function.

4.3.5 Network Channel/Network Channel Interface (NC/NCI) Inquiry

AT&T OHIO provides a NC/NCI inquiry function.

4.4 Electronic Access to Pre-Order Functions

4.4.1 Resale and UNE Pre-Order Interface Availability

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in AT&T OHIO to provide the pre-ordering functions listed in sections 4.2 and 4.3. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by AT&T OHIO. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with Intrado's own negotiation system and that supports both Resale services and UNEs.

4.5 Other Pre-Order Function Availability

4.5.1 Where pre-ordering functions are not available electronically, Intrado will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, AT&T OHIO will provide Intrado with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)
Feature/Service Availability by Switch
Directory Names
Class of Service Codes
USOC (Universal Service Order Codes)
Community Names
Yellow Page Headings
PIC/LPIC (InterLATA/IntraLATA)

5. ORDERING/PROVISIONING

5.1 AT&T OHIO provides access to ordering functions (as measured from the time AT&T OHIO receives accurate service requests from the interface) to support Intrado provisioning of Resale services and UNEs via one or more electronic interfaces. To order Resale services and UNEs, Intrado will format the service request to identify what features, services, or elements it wishes AT&T OHIO to provision in accordance with applicable AT&T OHIO ordering requirements. AT&T OHIO will provide Intrado access to one or more of the following systems or interfaces.

5.2 Service Order Request System Availability

5.2.1 AT&T OHIO makes available to Intrado an Electronic Data Interchange (EDI) application-to-application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with AT&T OHIO Local Service Ordering Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale services or UNEs, Intrado and AT&T OHIO will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T OHIO Resale service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For AT&T OHIO, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, Intrado and AT&T OHIO will utilize industry ASR guidelines developed by OBF based upon AT&T OHIO ordering requirements.

5.3 Provisioning for Resale Services and UNEs in AT&T OHIO

AT&T OHIO will provision Resale services and UNEs as detailed in Intrado order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 For AT&T OHIO, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow Intrado to check service order status.

5.3.2 For EDI ordering, AT&T OHIO will provide, and Intrado shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, Intrado may access these functions via the following methods:

6.1.1 In AT&T OHIO, Electronic Bonding Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows Intrado to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In AT&T OHIO, Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application-to-application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by Intrado and AT&T OHIO. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. Intrado and AT&T OHIO will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

7.1 AT&T OHIO will bill Intrado for Resold services and UNEs. AT&T OHIO will send associated billing information to Intrado as necessary to allow Intrado to perform billing functions. At minimum AT&T OHIO will provide Intrado billing information in a paper format, or via magnetic tape, as agreed to between Intrado and AT&T OHIO. Other alternate bill media, such as CD-ROM and DVD, will be made available to Intrado consistent with the individual state tariff provisions.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 In AT&T OHIO, Intrado may receive a mechanized bill format via the EDI 811 transaction set.

7.2.2 Intentionally Omitted.

7.2.3 Intentionally Omitted.

7.2.4 In AT&T OHIO, Intrado may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

7.2.5 AT&T OHIO will provide Loss Notifications. This notification alerts Intrado that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the

uniform ordering application-to-application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, LEX.

7.3 Electronic access to billing information for UNEs will also be available via the following interfaces:

7.3.1 Intentionally Omitted.

7.3.2 In AT&T OHIO, Intrado may receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.

7.3.3 In AT&T OHIO, Intrado may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For UNEs this loss notification indicates when Intrado's End Users, utilizing AT&T OHIO ports, change their Competitive Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

8.1 Intrado must access OSS interfaces via a CLEC Remote Access Facility. The ARAF, located in Northbrook, IL, serves AT&T OHIO. The ARAF will provide Intrado dedicated access to the uniform application-to-application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. Intrado may utilize a port to access AT&T OHIO OSS interfaces to perform the supported functions in AT&T OHIO where Intrado has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

8.2 For AT&T OHIO, Intrado may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," Intrado is responsible for providing an Intrado router, and all network equipment (including Channel Service Units/Data Service Units(CSU/DSU)) and circuit connection(s) up to the AT&T ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to AT&T OHIO "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures". Switched Access "Dial-up Connections" require Intrado to provide its own modems and connection to the AT&T OHIO ARAF. Intrado shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require Intrado to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to AT&T OHIO OSS via the public internet.

8.3 For AT&T OHIO, Intrado shall use TCP/IP to access AT&T OHIO OSS via the ARAF. In addition, Intrado shall have one valid Internet Protocol (IP) network address per region. Intrado shall maintain a user ID / password unique to each individual for accessing an AT&T OHIO OSS on Intrado's behalf. Intrado shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

8.4 For AT&T OHIO, Intrado shall attend and participate in implementation meetings to discuss ARAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 Intrado agrees that interconnection of Intrado data facilities with AT&T OHIO data facilities for access to OSS will be in compliance with AT&T OHIO's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between Intrado and the ARAF for access to OSS interfaces.

9.2 Joint Security Requirements

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

9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.2.3 Intrado shall immediately notify the ISCC when a employee user ID is no longer valid (e.g. employee termination or movement to another department).

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

9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either Intrado or AT&T OHIO network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

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

9.3 Additional Responsibilities of Both Parties

9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of Intrado equipment on AT&T OHIO's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited above.

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

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

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

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

9.3.6 All network-related problems will be managed to resolution by the respective organizations, Intrado or AT&T OHIO, as appropriate to the ownership of a failed component. As necessary, Intrado and AT&T OHIO will work together to resolve problems where the responsibility of either Party is not easily identified.

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

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to Intrado or AT&T OHIO, respectively, as the providers of the computer, network or information in question.

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

9.5 General Policies

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

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

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

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

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

9.6 User Identification

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

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

9.6.3 User IDs will be revalidated on a monthly basis.

9.7 User Authentication

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

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user ID; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

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

9.8 Access and Session Control

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

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

9.9 User Authorization

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

9.10 Software and Data Integrity

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

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

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

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

9.11 Monitoring and Audit

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

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

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

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

11. OSS TRAINING COURSES

11.1 Prior to initial live OSS interface usage, a CLEC that intends to utilize AT&T OHIO interfaces must complete user education classes for AT&T OHIO-provided interfaces that affect the AT&T OHIO network. A separate agreement will be required as a commitment to enroll in training classes and to pay for a specific number of Intrado students in each class. Intrado can obtain a copy of the proposed contract and price list for these OSS classes from their Intrado account manager. Course descriptions and class schedules, by region, are published on the CLEC website and/or will be available through their Intrado account manager. Intrado training schedules are subject to change, with class lengths varying. Classes are train-the-trainer format to enable Intrado to devise its own course work for its own employees.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

12.1 To the extent AT&T OHIO seeks to recover costs associated with OSS System Access and Connectivity, AT&T OHIO shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. MISCELLANEOUS CHARGES

13.1 Intentionally Omitted.

13.2 For AT&T OHIO, Intrado requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.4 and 7.3.2, agrees to pay established rates pursuant to Appendix Pricing.

13.3 For AT&T OHIO, should Intrado request custom development of an exclusive interface to support OSS functions, such development will be considered by AT&T OHIO on an Individual Case Basis (ICB) and priced as such.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

14.1 AT&T OHIO shall allow Intrado to access its OSS via a Service Bureau Provider under the following terms and conditions:

14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, Intrado shall be permitted to access AT&T OHIO OSS via a Service Bureau Provider as follows:

14.2.1 Intrado shall be permitted to access AT&T OHIO application-to-application OSS interfaces, via a Service Bureau Provider where Intrado has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T OHIO to allow Service Bureau Provider to establish access to and use of AT&T OHIO's OSS.

14.2.2 Intrado's use of a Service Bureau Provider shall not relieve Intrado of the obligation to abide by all terms and conditions of this Agreement. Intrado must ensure that its agent properly performs all OSS obligations of Intrado under this Agreement, which Intrado delegates to Service Bureau Provider.

14.2.3 It shall be the obligation of Intrado to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T OHIO shall have a reasonable transition time to establish a connection to a Service Bureau Provider once Intrado provides notice. Additionally, AT&T OHIO shall have a reasonable transition period to terminate any such connection

after notice from Intrado that it has terminated its agency relationship with a Service Bureau Provider.

14.3 AT&T OHIO 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 actions or events beyond AT&T OHIO's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as Intrado's agent for connection to AT&T OHIO's OSS) which could not be avoided by AT&T OHIO through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

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OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

1. INTRODUCTION AND SCOPE

1.1 This Appendix sets forth the rates, terms and conditions under which the Parties shall jointly carry out Operator Services (OS) and Directory Assistance (DA) on a wholesale basis, regardless of whether Intrado is serving its end users via

1.1.1 Intrado's own physical Switches,

1.1.2 Resale of AT&T OHIO Retail OS/DA service, or

1.1.3 Leased Circuit Switching from AT&T OHIO.

1.2 Intrado shall be the Retail OS/DA provider to its end users, and AT&T OHIO shall be the wholesale provider of OS/DA operations to Intrado. AT&T OHIO shall answer Intrado's end user OS/DA calls on Intrado's behalf, as follows:

1.2.1 When the end user dials 0 or 0+ the Telephone Number, AT&T OHIO shall provide the Operator Services described in Section 4 below.

1.2.2 When the end user dials 4-1-1 or 1-4-1-1, AT&T OHIO shall provide Directory Assistance as described in Section 5 below.

1.3 Intrado is free to charge its end users whatever retail OS/DA rates it wishes, and Intrado therefore acknowledges its responsibility (a) to obtain end user agreement to the OS/DA retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.

1.4 In response to dialing end user inquiries about OS/DA rates, AT&T OHIO Operators shall quote Intrado retail OS/DA rates, as they are provided by Intrado (see Section 6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T OHIO's OS/DA operators shall direct the calling party's inquiries to a Intrado-provided contact number (also see Section 6 below).

1.5 AT&T OHIO shall charge Intrado monthly, and Intrado agrees to pay monthly, the OS/DA rates found in the attached Appendix Pricing. The Parties agree that billing and payment details, including the assessment of late payment charges for unpaid balances, shall be governed by the underlying agreement between AT&T OHIO and Intrado.

1.5.1 Intrado acknowledges and understands that these wholesale OS/DA rates differ between Resale and facilities-based[1] service, and that both types of OS/DA wholesale rates are listed in the attached price schedule. Intrado may serve both as a Reseller and as a facilities-based provider, and Intrado may convert facilities-based end users to Resale service, or vice versa, as described below in section 6.8.

1.5.1.1 To the extent Intrado is serving as a Reseller and not a facilities-based provider, the facilities-based OS/DA rates in the attached price schedule do not apply and are listed merely for reference purposes.

1.5.1.2 To the extent Intrado is serving as a facilities-based provider and not as a Reseller, then the Resale OS/DA rates in the attached price schedule do not apply and are listed merely for reference purposes.

1.5.2 Intrado acknowledges and understands that AT&T OHIO uses a different billing system for Resale than for facilities-based service, and that if Intrado operates both as a Reseller and a facilities-based provider, then Intrado will receive two different monthly invoices for OS/DA service from AT&T OHIO, one for Resale, and one for facilities-based service.

[1]By "facilities-based" the Parties mean either through Intrado's own switch, or via leased circuit switching from AT&T OHIO.

1.5.3 Intrado acknowledges and understands that the Resale OS/DA rates are based on AT&T OHIO's tariffed retail OS/DA rates, less the state resale discount, and therefore may change during the life of this Appendix OS/DA in a Resale Agreement, without written amendment, if

1.5.3.1 AT&T OHIO's retail tariff changes, or

1.5.3.2 The state resale discount changes.

2. GENERAL AT&T OHIO OBLIGATIONS FOR WHOLESALE OS/DA SERVICE

2.1 Dialing Parity. AT&T OHIO will provide OS/DA to Intrado's end users with no unreasonable dialing delays and at dialing parity with AT&T OHIO retail OS/DA services.

2.2 Response Parity

2.2.1 For Resale and Leased Circuit Switching, Intrado's end users shall be answered by AT&T OHIO's OS and DA platforms with the same priority and using the same methods as for AT&T OHIO's retail end users.

2.2.2 For Resale and Leased Circuit Switching, any technical difficulties in reaching the AT&T OHIO OS/DA platform (i.e. cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T OHIO retail end users served via that same AT&T OHIO end office switch.

2.2.3 For all service types, AT&T OHIO will include Intrado's end user OS/DA calls in its speed of response measurements reported to the state regulatory commission, if any.

2.3 Daily Usage File (DUF)

2.3.1 For Resale and Leased Circuit Switching, AT&T OHIO will record Intrado's OS/DA usage on its Resale and Leased Circuit Switching lines and include that call detail in the Daily Usage File (DUF) as described elsewhere in the underlying wholesale agreement, but at a minimum, the DUF shall be in industry-standard Exchange Message Interface format and will be in compliance with the Ordering and Billing Forum guidelines.

2.3.2 When Intrado is operating its own switch-based service, AT&T OHIO will transmit similar usage recorded by the AT&T OHIO OS/DA switch via a mutually agreed electronic interface for Intrado's switch.

3. REQUIREMENTS FOR CIRCUIT SWITCHES TO PHYSICALLY INTERCONNECT

3.1 To the extent that Intrado is serving its own switches and wishes to interconnect with AT&T OHIO's OS/DA switches, then the Parties' physical interconnection and trunking requirements are described in this section. All OS/DA interconnection and trunking arrangements shall be subject to the mutual agreement of the parties, and any unresolved differences in the OS/DA physical interconnection or trunking arrangements shall be handled pursuant to the Dispute Resolution provisions in the underlying agreement.

3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the Point of Interconnection (POI) for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be within the LATA in which the Intrado's OS/DA traffic originates.

3.2.1 Because Intrado's switch may serve end users in more than one LATA, the Parties agree that, for purposes of this Appendix OS/DA only, Intrado's OS/DA traffic originates from the physical location of the end user dialing "0" or "411", and not the physical location of Intrado's switch.

3.2.2 To the extent Intrado is serving via circuit-switched wireless technology, the physical location of the end user dialing 0 or 411 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 The Parties' general preference would be to establish an OS/DA demarcation point at the AT&T OHIO's OS/DA switch in that LATA , but the Parties recognize that the demarcation point for OS/DA traffic between the

Parties' networks could depend on a variety of engineering and location-specific factors which include, but are not limited to,

3.3.1 The size and type of facilities needed to carry Intrado's switch-based OS/DA traffic

3.3.2 Whether Intrado wishes to interconnect for both OS and DA, or just OS, or just DA;

3.3.3 Whether Intrado OR Intrado's affiliate has collocated in an AT&T OHIO Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.4 Whether Intrado or Intrado's affiliate already has existing OS/DA facilities in place to the AT&T OHIO's OS/DA platforms.

3.4 Intrado shall provide the necessary facilities to interconnect with AT&T OHIO's OS/DA switch(es) at a mutually-agreeable demarcation point between the Parties' networks. Intrado may self-provision these OS/DA facilities, lease them from third parties, or lease them from AT&T OHIO's intrastate Special Access Tariff. Intrado will be financially responsible for the OS/DA facilities on its side of the demarcation point, and AT&T OHIO will be financially responsible for the OS/DA facilities on its side of the demarcation point.

3.5 General OS/DA Trunking Requirements

3.5.1 Intrado will initiate an ASR for all OS/DA trunk groups from its switch to the appropriate AT&T OHIO OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T OHIO will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunking between the parties.

3.5.2 Intrado will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T OHIO End Offices to the AT&T OHIO OS/DA switches that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

3.5.3 If EAOSS is not technically feasible, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from Intrado to each AT&T OHIO OS/DA switch for each served NPA in the LATA.

3.6 Specific OS/DA Trunk Groups, and their Requirements

3.6.1 Operator Service (OS) Trunks. Intrado shall establish a one-way trunk group from Intrado's switch to the AT&T OHIO Operator Services 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. Intrado will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

3.6.2 Directory Assistance (DA)/Directory Assistance Call Completion (DACC) Trunks. Intrado shall establish a one-way trunk group from Intrado's switch to the AT&T OHIO Directory Assistance 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. 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. Intrado will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks. When Intrado wishes for AT&T OHIO to perform Busy Line Verification or Emergency Interrupt for Intrado end users, AT&T OHIO will need a segregated one-way BLV trunk group with MF signaling from AT&T OHIO's Operator Services switch to Intrado's switch serving end users in that LATA. Intrado will have administrative control for the purpose of issuing ASR's on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

4. SPECIFICS OF OS OFFERINGS AND RECURRING CHARGES

4.1 Operator Services Rate Structure. AT&T OHIO will assess its Operator Services charges based upon whether the Intrado end user is receiving (a) manual Operator Services (i.e., provided a live Operator), for which a per work second charge will apply, or (b) automated Operator Services (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live Operators), where a flat rate per call charge will apply. See the attached Appendix Pricing for the full set of OS recurring and nonrecurring rates.

4.2 Operator Services Call Processing. Whether manual or automated, AT&T OHIO will provide the following services when processing a 0-dialed call from Intrado's line, regardless of whether Directory Assistance is also requested:

4.2.1 General Operator Assistance - The end user dialing 0 may ask the OS Operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls; handling emergency calls, handling credits.

4.2.2 Calling Card - The end user dialing 0 may provide the OS Operator with a Calling Card number for billing purposes, and seek assistance in completing the call.

4.2.3 Collect - The end user dialing 0 may ask the OS Operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.

4.2.4 Third Number Billed - The end user dialing 0 may ask the OS Operator to bill the call to a different number than the calling or called number.

4.2.5 Person-To-Person Service - The end user dialing 0 may ask the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

4.2.6 Busy Line Verification - A service in which the end user dialing 0 will ask the OS Operator to check the requested line for conversation in progress and advise the caller of the status.

4.2.7 Busy Line Interrupt - A service in which the end user dialing 0 asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

5. SPECIFICS OF DA OFFERING AND RECURRING CHARGE

5.1 Directory Assistance Rate Structure. AT&T OHIO charges local DA by one rate, and all other DA products by a separate rate. In both cases DA charges are assessed on a flat rate per call, regardless of call duration. See the attached Appendix Pricing for the DA recurring and nonrecurring rates.

5.2 Directory Assistance Call Processing. Where technically feasible and/or available, AT&T OHIO will provide the following DA Services when a Intrado end user served dials 411 or 1-411, regardless of whether Operator Services are also requested from AT&T OHIO:

5.2.1 Local Directory Assistance. Consists of providing published name, address and telephone number to the dialing end user.

5.2.2 Directory Assistance Call Completion (DACC). A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user, utilizing an automated voice system or with operator assistance.

5.2.3 National Directory Assistance (NDA). A service whereby callers may request Directory Assistance outside their LATA or local calling area for any listed telephone number in the United States.

5.2.4 Reverse Directory Assistance (RDA). An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.

5.2.5 Business Category Search (BCS) (Where Available). A service in which the end user 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.

6. OS/DA NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E. BRAND ANNOUNCEMENT), RATES AND REFERENCE INFORMATION

6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore Intrado agrees that it shall establish a pre-recorded greeting to play for every OS or DA call dialed by Intrado's end user, and this greeting is mandatory, not optional, when AT&T OHIO is the OS/DA provider.

6.1.1 Intrado will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T OHIO in conformity with the format, length, and other requirements specified for all CLECs on the AT&T OHIO CLEC website (https//:clec.att.com/clec).

6.1.2 AT&T OHIO will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. Intrado may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, for subsequent loading and testing charges.

6.2 If Intrado does not wish to brand the OS/DA calls, Intrado may also have their end user hear silence upon connecting with the OS/DA switch by having AT&T OHIO load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.

6.2.1 Intrado understands that silent announcements may not be perceived by dialing end users as ordinary mechanical handling of OS/DA calls.

6.2.2 Intrado agrees that if it does not brand the call, Intrado shall indemnify and hold AT&T OHIO harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.

6.2.3 AT&T OHIO must make the silent recording play for the shortest possible duration technically feasible for each applicable OS/DA switch, but otherwise has no responsibility if a silent announcement is chosen by Intrado.

6.3 AT&T OHIO will be responsible for loading the Intrado-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T OHIO retail end users. Intrado will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if a new recordings or silent announcements are provided as specified above.

6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. (For example, a Intrado Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are mandatory, nonrecurring, and are found in the attached Appendix Pricing.

6.5 In all current AT&T OHIO OS/DA switches, the applicable Intrado-charged retail OS/DA rates and a Intrado-provided contact number (e.g., reference to a Intrado business office or repair call center) are loaded into the system utilized by the OS/DA Operator.

6.6 AT&T OHIO will be responsible for loading the Intrado-provided OS/DA retail rates and the Intrado-provided contact number(s) into the OS/DA switches. Intrado will be responsible for paying the initial reference and rate loading charges.

6.7 Rate/Reference load charges are assessed per loaded set of rates/references, per OCN, per state. (For example, a Intrado Reseller may choose to rate differently than its facility-based Intrado 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, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached Appendix Pricing.

6.8 Converting End Users from Prior Branded Service to Intrado or Silent-Branded Service, or between Resale and facilities-based service.

6.8.1 To the extent that Intrado has already established the Branding/Silent Announcement recording in AT&T OHIO 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.

6.8.2 To the extent that Intrado has not established the Branding/Silent Announcement recording in AT&T OHIO 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 6 above, and at the rates set forth in the attached Appendix Pricing.

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).

AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means INTRADO COMMUNICATIONS INC. operating within AT&T-OHIO'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-OHIO.

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-OHIO End User located in an AT&T-OHIO local exchange area or;

(ii) Originates from an AT&T-OHIO End User located in an AT&T-OHIO 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-OHIO incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T-OHIO's network(s).

2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with AT&T-OHIO 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-OHIO agrees to provide Intrado with access to lawful unbundled network elements (Lawful 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-OHIO's incumbent local exchange areas for the provision of Intrado's Telecommunications Services. The Parties acknowledge and agree that AT&T-OHIO is only obligated to make available Lawful UNEs and access to Lawful 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 Intrado in AT&T-OHIO's incumbent local exchange areas. AT&T-OHIO has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to Intrado for the purposes of Intrado providing and/or extending service outside of AT&T-OHIO's incumbent local exchange areas. In addition, AT&T-OHIO is not obligated to provision Lawful UNEs or to provide access to Lawful 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-OHIO'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 Lawful 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 Intrado for provisioning telecommunication services within an AT&T-OHIO incumbent local exchange area(s) in the State in which Intrado's current Interconnection Agreement with AT&T-OHIO 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-OHIO exchange areas and has a Point of Interconnection ("POI") located within AT&T-OHIO exchange areas for the purpose of providing telephone exchange service and exchange access in such AT&T-OHIO exchange areas. Based upon the foregoing, the Parties agree that AT&T-OHIO'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-OHIO 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-OHIO'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-OHIO, 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-OHIO 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-OHIO 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-OHIO 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-OHIO End Office.

4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/ AT&T-OHIO terminated traffic or AT&T-OHIO originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to the other Party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

4.7 AT&T-OHIO shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-OHIO (as reflected in the LERG). Any compensation due AT&T-OHIO for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-OHIO serving tandems are reflected by AT&T-OHIO in the LERG. This also includes traffic that is destined to End Offices that do not subtend an AT&T-OHIO tandem. AT&T-OHIO 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-OHIO'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-OHIO will open OE-LEC NPA-NXX codes, rated to or identified to reside in non- AT&T-OHIO exchange areas, in AT&T-OHIO Tandems and End Offices using AT&T-OHIO'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-OHIO will exchange AT&T-OHIO InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T-OHIO 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-OHIO 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-OHIO exchange, AT&T-OHIO 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-OHIO will not provision or be responsible for facilities located outside of AT&T-OHIO exchange areas.

6.2 The Parties agree that the associated traffic from each AT&T-OHIO End Office will not alternate route.

6.3 OE-LEC must provide AT&T-OHIO 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-OHIO terminated traffic or AT&T-OHIO originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to the other Party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

6.5 AT&T-OHIO shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T-OHIO (as reflected in the LERG). Any compensation due AT&T-OHIO for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct AT&T-OHIO serving tandems are reflected by AT&T-OHIO in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T-OHIO tandem. AT&T-OHIO 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-OHIO will open OE-LEC NPA-NXX codes, rated to or identified to reside in non- AT&T-OHIO exchange areas, in AT&T-OHIO Tandems and End Office(s) using AT&T-OHIO'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.

APPENDIX
INTERCARRIER COMPENSATION

(AFTER FCC ORDER NO. 01-131, AGREEING TO EXCHANGE ALL ISP-BOUND and SECTION 251(b)(5) TRAFFIC AT THE FCC RATES IN CERTAIN STATES, WHERE APPLICABLE)

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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic exchanged between the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s). This Appendix does not apply to 911 Service or E911 Service calls delivered to either AT&T-OHIO's 911 System or CLEC's 911 System.

1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local circuit switching purchased by Intrado from AT&T-OHIO on a wholesale basis (non-resale) and used in providing wireline local telephone exchange (dialtone) service to its End User customers.

1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. AT&T-OHIO will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an End User that is served by a carrier providing telecommunications services utilizing AT&T-OHIO's Resale Service.

1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

2. ILEC DESIGNATIONS

2.1 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.

2.2 Intentionally Omitted.

2.3 Intentionally Omitted.

2.4 Intentionally Omitted.

2.5 Intentionally Omitted.

2.6 Intentionally Omitted.

2.7 Intentionally Omitted.

2.8 Intentionally Omitted.

2.9 Intentionally Omitted.

2.10 Intentionally Omitted.

2.11 Intentionally Omitted.

2.12 Intentionally Omitted.

2.13 Intentionally Omitted.

2.14 Intentionally Omitted.

2.15 Intentionally Omitted.

2.16 Intentionally Omitted.

2.17 Intentionally Omitted.

2.18 AT&T-OHIO - As used herein, AT&T-OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

2.19 Intentionally Omitted.

2.20 Intentionally Omitted.

2.21 Intentionally Omitted.

2.22 Intentionally Omitted.

2.23 Intentionally Omitted.

3. RESPONSIBILITIES OF THE PARTIES

3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic such Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the North American Numbering Plan (NANP) containing a unique three digit area code (NPA) and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

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

3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in AT&T-OHIO, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.

3.4 Intentionally Omitted.

3.5 Intrado has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding Intrado's traffic and such other carriers' traffic, including without limitation anywhere either Party originates traffic to or terminates traffic from an End User being served by a third party telecommunications carrier who has purchased local switching from AT&T-OHIO on a wholesale basis (non-resale that is used by such telecommunications carrier to provide wireline local telephone exchange service (dialtone) to its End Users. In no event will AT&T-OHIO have any liability to Intrado or any third party if Intrado fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom Intrado does not have a traffic compensation agreement, Intrado will indemnify, defend and hold AT&T-OHIO harmless against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and Intrado will bill their respective charges directly to each other. AT&T-OHIO will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-OHIO may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

3.6 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users.

3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs.

3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services or Mass Calling trunks) and is capable of fully supporting originating and terminating End User customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.

3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether the Parties are obligated to exchange any specific type of traffic, nor the types of services to be offered by the Parties pursuant to this agreement.

3.9.1 More specifically, and without limiting the foregoing Section 3.9, the Parties acknowledge that this Attachment does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC." The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means Intrado operating within AT&T-OHIO'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-OHIO. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, MCA Traffic, IntraLATA Toll 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-OHIO End User located in an AT&T-OHIO local exchange area or;

(ii) Originates from an AT&T-OHIO End User located in an AT&T-OHIO local exchange area and terminates to an OE-LEC End User located in another ILEC's incumbent local exchange area.

4. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC

4.1 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

4.2 AT&T-OHIO made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

AT&T-OHIO and Intrado agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by AT&T-OHIO in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both

Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

4.2.1 Should a regulatory agency, court or legislature change or nullify the AT&T-OHIO designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among AT&T-OHIO, Intrado and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as local calls within the meaning of this Appendix.

4.2.2 Intentionally Omitted.

4.3 In AT&T-OHIO the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1 and ISP-Bound Traffic, as defined in Section 5.1 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 5.3.2 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that AT&T-OHIO has made such offer in its respective states of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003; (ii) Arkansas and Michigan effective on and after July 6, 2003; (iii) California effective on and after August 1, 2003; (iv) Illinois effective on and after September 1, 2003; and (v) Kansas, Missouri, Oklahoma and Nevada on and after June 1, 2004.

4.4 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T-OHIO), the following tandem serving rate elements are applicable on a terminating MOU basis and includes compensation for the following sub-elements:

4.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.

4.4.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.

4.4.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

4.5 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T-OHIO), the following end office switching rate elements are applicable on a terminating MOU basis::

4.5.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

4.6 Intrado shall only be paid End Office Serving Rate Elements.

4.7 Intercarrier Compensation for Wholesale Local Switching Traffic

4.7.1 Where Intrado purchases local switching from AT&T-OHIO on a wholesale basis, Intrado will deal directly with third party carriers for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T-OHIO is required to provide Intrado with timely, complete and correct information to enable Intrado to meet the requirements of this section.

4.7.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T-OHIO and Intrado when Intrado purchases local switching from AT&T-OHIO on a wholesale basis:

4.7.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-OHIO and Intrado, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

4.7.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-OHIO and Intrado where Intrado's End User originates a call that is terminated to a AT&T-OHIO End User, such traffic shall be paid for reciprocally at the FCC Plan rate set forth in Section 5.3.2 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic.

4.7.3 Intentionally Omitted.

5. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN

5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between Intrado and AT&T-OHIO as defined in the FCC ISP Compensation Order, and in accordance with the FCC's Order on Remand and Report and Order, *In the Matters of High Cost Universal Service Reform; Federal-State Joint Board on Universal Service; Lifeline and Link Up; Universal Service Contribution Methodology; Numbering Resource Optimization; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Developing a Unified Intercarrier Compensation Regime; Intercarrier Compensation for ISP-Bound Traffic; IP-Enabled Services*, CC Docket Nos. 96-45, 99-200, 96-98, 01-92, 99-68, WC Docket Nos. 05-337, 03-109, 06-122, 04-36, *Order on Remand and Report and Order and Further Notice of Proposed Rulemaking*, 2008 WL 4821547 (F.C.C.), FCC 08-262 (rel. Nov. 5, 2008).

In states in which AT&T-OHIO has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.4 of this Appendix.

5.2 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) AT&T-OHIO has made an offer as described in Section 4 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and all ISP-Bound Traffic is subject to the rebuttable presumption.

5.3 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) Traffic

5.3.1 The rates, terms, and conditions in Section 5 apply to the termination of all Section 251(b)(5) Traffic as defined in Section 4.1 and ISP-Bound Traffic as defined in Section 5.1 and ISP-Bound Traffic is subject to the rebuttable presumption.

5.3.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic and traffic on a minute of use basis, at $.0007 per minute of use.

5.3.3 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

5.4 ISP-Bound Traffic Rebuttable Presumption

5.4.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5.4. Either Party has the right to rebut the 3:1 ISP-Bound Traffic 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. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 5.3.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic.

5.5 For purposes of this Section 5.5, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below.

5.5.1 Each Party will invoice the other Party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in Section 5.3.2.

6. OTHER TELECOMMUNICATIONS TRAFFIC

6.1 Except as set forth in Section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

6.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers" are those telephone numbers with rating and routing point that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:

6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

6.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-OHIO.

6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which

neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.

6.2.4 Intentionally left blank

6.2.5 Intentionally Omitted.

6.2.6 Segregating and Tracking FX Traffic

6.2.6.1 For AT&T-OHIO, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Intercarrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.

6.2.6.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-OHIO.

6.2.6.3 Intentionally left blank

6.2.6.4 Intentionally Omitted.

6.2.6.5 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

6.2.6.5.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two points. Private Line Services are used to consolidate communications over one line for voice, data, video and multimedia.

6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Toll Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- MCA Traffic

6.5 The Parties agree that, for the purposes of this Appendix, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 4 and 5 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b) Optional EAS Traffic are set forth in Section 7; (c) 8YY Traffic are set forth in Section 10; (d) Feature Group A Traffic are set forth in Section 6.2; (e) IntraLATA Toll Traffic are set forth in Section 12; and/or (f) MCA Traffic are set forth in Section 8.

7. Intentionally Omitted.

8. Intentionally Omitted.

9. PRIMARY TOLL CARRIER ARRANGEMENTS

9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a third party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In those states wherein Primary Toll Carrier arrangements are mandated and AT&T-OHIO is functioning as the PTC for a third party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

(i) AT&T-OHIO shall deliver such IntraLATA toll traffic that originated from that third party ILEC and terminated to Intrado as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. AT&T-OHIO shall pay Intrado on behalf of the originating third party ILEC for the termination of such IntraLATA toll traffic at the terminating access rates as set forth in the Intrado Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T-OHIO Intrastate Access Service Tariff in the respective state; and/or

(ii) AT&T-OHIO shall deliver such IntraLATA toll traffic that originated from Intrado and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. Intrado shall pay AT&T-OHIO for the use of its facilities at the rates set forth in AT&T-OHIO's Intrastate Access Service Tariff. Intrado shall pay the ILEC for the termination of such traffic originated from Intrado.

10. INTRALATA 800 TRAFFIC

10.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query.

11. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.

11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.

11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.

11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

11.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.

11.8 AT&T-OHIO and Intrado agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.

11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

12. COMPENSATION FOR ORIGINATION AND TERMINATION OF INTERLATA TRAFFIC

12.1 Where a Intrado originates or terminates its own end user InterLATA Traffic not subject to Meet Point Billing, Intrado must purchase feature group access service from AT&T-OHIO's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

13. INTRALATA TOLL TRAFFIC COMPENSATION

13.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an AT&T-OHIO tariff in whose exchange area the End User is located.

13.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T-OHIO tariff in whose exchange area the End User is located.

14. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC, ISP-BOUND TRAFFIC, OPTIONAL EAS TRAFFIC AND INTRALATA TOLL TRAFFIC

14.1 In AT&T-OHIO, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.

14.1.1 Where Intrado is using terminating recordings to bill intercarrier compensation, AT&T-OHIO will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a third party telecommunications carrier using an AT&T-OHIO non-resale offering whereby AT&T-OHIO provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which Intrado may use to bill such originating carrier for MOUS terminated on Intrado's network.

14.2 Intentionally Omitted.

14.3 In states in which AT&T-OHIO has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 5.4 of this Appendix.

14.4 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

14.5 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.

14.6 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.

14.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

15. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

15.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 5 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this

Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period that is provided for in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

16. SWITCHED ACCESS TRAFFIC

16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-OHIO's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

(i) IntraLATA toll Traffic or Optional EAS Traffic from an Intrado End User that obtains local dial tone from Intrado where Intrado is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T End User that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;

(iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004)

16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups inconsistent with Applicable Law, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups.

17. ALTERNATE TANDEM PROVIDER

17.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides tandem switching services to Intrado with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with AT&T-OHIO to (i) AT&T-OHIO's End User; (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-OHIO purchased on a wholesale basis to provide service to its End Users; and/or (iii) a Third Party Terminating Carrier's End User.

17.2 "Third Party Originating Carrier" means a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider and/or Out-of Exchange Local Exchange Carrier (OE-LEC) that sends traffic originated by its End Users to an Alternate Tandem Provider.

17.3 Third Party Terminating Carrier shall mean Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, Out-of Exchange Local Exchange Carrier (OE-LEC), AT&T-OHIO as the Incumbent Local Exchange Carrier (ILEC) or a Carrier that utilizes local switching from AT&T-OHIO purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when Intrado uses an Alternate Tandem Provider.

17.4 When Alternate Tandem Provider sends Traffic originated by the End Users of Intrado functioning as the Third Party Originating Carrier to an End User of AT&T-OHIO who is functioning as the Third Party Terminating Carrier, Intrado is responsible for all Minutes of Use ("MOUs") billed by AT&T-OHIO for the termination of such traffic.

APPENDIX RECORDING

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APPENDIX RECORDING
(Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which AT&T OHIO will provide recording, message processing and message detail services to a Facility-Based Provider as described in Exhibit I and Exhibit II, Exhibits I and II are part of this Appendix by reference. The terms and conditions under this Appendix will also apply when the Facility-Based Provider is the Recording Company.

1.1.1 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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.

1.1.2 Intentionally Omitted.

1.1.3 Intentionally Omitted.

1.1.4 Intentionally Omitted.

1.1.5 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.1.6 Intentionally Omitted.

2. DEFINITIONS

2.1 "Access Usage Record" (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

2.2 "Assembly and Editing" - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.

2.3 "Billing Company" - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

2.4 "Billable Message" - a message record containing details of a completed IXC transported call which is used to bill an End User.

2.5 "Centralized Message Distribution System" (CMDS) - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between AT&T OHIO and the Billing Company.

2.6 "Data Transmission" - the forwarding by AT&T OHIO of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.

2.7 "Exchange Message Interface" (EMI) - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.

2.8 "Interexchange Carrier" (IXC) - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.

2.9 "Interexchange Carrier Transported" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

2.10 "Local Access and Transport Area" (LATA) - service areas defined in FCC Docket 78-72.

2.11 "Message Processing" - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.

2.12 "Originating Local Exchange Carrier Company" - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.

2.13 "Provision of Message Detail" - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to Intrado for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T OHIO's internal network or national CMDS.

2.14 "Record" - a logical grouping of information as described in the programs that process information and create the data files.

2.15 "Recording" - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format converted to EMI layout.

2.16 "Service Switching Point" (SSP) - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

2.17 "Recording Company" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

2.18 "Switching Control Point" (SCP) - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.

2.19 "800 SCP Carrier Access Usage Summary Record" (SCP Record) - a summary record which contains information concerning the quantity and types of queries launched to an AT&T OHIO SCP.

2.20 "Terminating Local Exchange Carrier Company" - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

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

3.2 AT&T OHIO will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by AT&T OHIO.

3.3 AT&T OHIO will provide access usage records that are generated by AT&T OHIO.

3.4 Assembly and editing will be performed on all IXC transported messages recorded by AT&T OHIO, during the billing period established by AT&T OHIO and selected by Intrado.

3.5 Standard EMI record formats for the provision of billable message detail and access usage record detail will be established by AT&T OHIO and provided to Intrado.

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

3.7 AT&T OHIO will provide message detail to Intrado in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties.

3.8 In Exhibit II, Intrado will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T OHIO reserves the right to limit the frequency of transmission to existing AT&T OHIO processing and work schedules, holidays, etc.

3.9 AT&T OHIO will determine the number data files required to provide the access usage record detail to Intrado.

3.10 Recorded billable message detail and/or access usage record detail previously provided Intrado and lost or destroyed through no fault of AT&T OHIO will not be recovered and made available to Intrado except on an individual case basis at a cost determined by AT&T OHIO.

3.11 When AT&T OHIO receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by Intrado, AT&T OHIO will forward those messages to Intrado.

3.12 AT&T OHIO will record the applicable detail necessary to generate access usage records and forward them to Intrado for its use in billing access to the IXC.

3.13 When Intrado is the Recording Company, Intrado agrees to provide its recorded billable messages detail and access usage record detail data to AT&T OHIO under the same terms and conditions of this Appendix.

4. BASIS OF COMPENSATION

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

5. LIABILITY

5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

5.2 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording

Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.

5.3 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

5.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.

5.5 Each Party agrees to defend, indemnify, and hold harmless the other Party from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the other Party, its customers or End Users.

5.6 Each Party also agrees to release, defend, indemnify and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the Party's employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

5.7 Each Party also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this Agreement should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.

5.8 Each Party makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, each Party assumes no responsibility with regard to the correctness of the data supplied when this data is accessed and used by a third party.

EXHIBIT I
SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the Intrado end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to Intrado.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the Intrado end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to Intrado.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: Intrado Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for Intrado. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to Intrado.

Option #5: Intrado Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for Intrado. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to Intrado.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for Intrado end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to Intrado.

Option #9: This option has been withdrawn.

Option #10: Recording Company performs SCP function for Intrado. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to Intrado.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: Recording Company provides tandem function for Intrado. Intrado requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to Intrado.

Option #12: Recording Company provides tandem function for Intrado. Intrado requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to Intrado.

Option #13: Recording Company provides tandem function for Intrado. Intrado requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to Intrado.

Option #14: Recording Company provides tandem function for Intrado. Intrado requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to Intrado.

Option #15: Recording Company provides tandem function for Intrado. Intrado requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to Intrado.

EXHIBIT II

INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)

___ Bill period. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AUR INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)

___ Bill period. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.

1.4 Intentionally Omitted.

1.5 Intentionally Omitted.

1.6 Intentionally Omitted.

1.7 Intentionally Omitted.

1.8 Intentionally Omitted.

1.9 Intentionally Omitted.

1.10 Intentionally Omitted.

1.11 Intentionally Omitted.

1.12 Intentionally Omitted.

1.13 Intentionally Omitted.

1.14 Intentionally Omitted.

1.15 Intentionally Omitted.

1.16 Intentionally Omitted.

1.17 Intentionally Omitted.

1.18 Intentionally Omitted.

1.19 Intentionally Omitted.

1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.21 Intentionally Omitted.

1.22 Intentionally Omitted.

1.23 Intentionally Omitted.

1.24 Intentionally Omitted.

1.25 The prices at which AT&T agrees to provide Intrado with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

2.1 Resale services are available in accordance with section 251(C)(4) of the Act and consistent with Section 2.12.1.3 of the General Terms and conditions of the Agreement.

2.2 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with AT&T OHIO's obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, Intrado may resell other Telecommunications Services offered at retail by AT&T OHIO at the discount set forth in Appendix Pricing.

2.3 AT&T OHIO will offer products and services to Intrado for resale pursuant to relevant decisions of the appropriate Commission.

2.4 Telecommunications Services will be offered by AT&T OHIO to Intrado for resale on terms and conditions that are reasonable and nondiscriminatory.

2.5 Grandfathered services are available per appropriate state specific tariff to Intrado for resale at the applicable discount only to the same End User, at the existing End User's location, to which AT&T OHIO provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by AT&T OHIO to AT&T OHIO's End Users through tariff(s), the rules and regulations associated with AT&T OHIO's retail tariff(s) shall apply when the services are resold by Intrado, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by AT&T OHIO to its End Users.

3.2 Intrado shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding AT&T OHIO retail tariff(s) applicable within that state.

3.3 Except where otherwise explicitly permitted in AT&T OHIO's corresponding retail tariff(s), Intrado shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

3.3.1 Intentionally Omitted:

3.3.1.1 Intentionally Omitted.

3.4 Intrado shall only resell services furnished under this Appendix to the same category of End User(s) to whom AT&T OHIO offers such services (for example, residence service shall not be resold to business End Users).

3.4.1 AT&T OHIO - Intrado may only resell "special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent Intrado resells services that require certification on the part of the End User, Intrado shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific AT&T OHIO tariffs.

3.4.2 This section applies only to AT&T OHIO:

3.4.2.1 Where available for resale according to associated retail state specific tariffs, Intrado may only resell AT&T OHIO low income assistance services, (e.g. LifeLine and Link-Up

services), to persons who are eligible for each such service. Further, to the extent Intrado resells services that require certification on the part of the End User, Intrado shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific AT&T OHIO tariffs.

3.4.3 Intentionally Omitted:

3.4.3.1 Intentionally Omitted.

3.4.3.2 Intentionally Omitted.

3.4.4 Intentionally Omitted:

3.4.4.1 Intentionally Omitted.

3.4.4.2 Intentionally Omitted.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 Intentionally Omitted:

3.5.2.1 Intentionally Omitted.

3.5.2.2 Intentionally Omitted.

3.5.3 This section applies only to AT&T OHIO:

3.5.3.1 Promotions of ninety (90) days or less are not available to Intrado for resale.

3.5.3.2 Promotions of ninety-one (91) days or more are available to Intrado for resale and at the applicable wholesale discount, state specific.

3.5.4 Intentionally Omitted:

3.5.4.1 Intentionally Omitted.

3.6 Intrado shall not use a resold service to avoid the rates, terms and conditions of AT&T OHIO's corresponding retail tariff(s).

3.7 Intrado shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that Intrado may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AT&T OHIO federal and applicable state tariff(s) will apply to each local exchange line furnished to Intrado under this Appendix for resale.

3.9 To the extent allowable by law, Intrado shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to Intrado for resale. Intrado shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 AT&T OHIO shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. Intrado shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by AT&T OHIO as the incumbent local exchange carrier.

3.11 When an End User converts existing service to Intrado resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges", and are applied per billable telephone number.

3.11.1 When an End User(s) subscribes to Intrado resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

3.11.2 When Intrado converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. Intrado will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale"; no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."

3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on AT&T OHIO's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on AT&T OHIO's network, without regard to the identity of that End User's non-facilities based local service provider of record.

3.12 If Intrado is in violation of any provision of this Appendix, AT&T OHIO will notify Intrado of the violation in writing. Such notice shall refer to the specific provision being violated. Intrado will have thirty (30) calendar days to correct the violation and notify AT&T OHIO in writing that the violation has been corrected. AT&T OHIO will bill Intrado a sum equal (i) the charges that would have been billed by AT&T OHIO to Intrado or any Third Party but for the stated violation and (ii) the actual revenues Intrado billed its End User(s) in connection with the stated violation, whichever is greater. Should Intrado dispute the stated violation, Intrado must notify AT&T OHIO in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AT&T OHIO and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by Intrado of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

3.13 AT&T OHIO's services are not available at wholesale rates to Intrado for its own use or for the use of any of Intrado's affiliates and/or subsidiaries or the use of Intrado's parent or any affiliate and/or subsidiary of Intrado's parent company, if any.

3.14 Intentionally Omitted:

3.14.1 Intentionally Omitted.

3.14.2 Intentionally Omitted.

3.14.3 Intentionally Omitted.

3.14.4 Intentionally Omitted.

3.14.4.1 Intentionally Omitted.

3.14.4.2 Intentionally Omitted.

3.14.4.3 Intentionally Omitted.

3.14.4.4 Intentionally Omitted.

3.14.5 Intentionally Omitted:

3.14.5.1 Intentionally Omitted.

3.14.5.2 Intentionally Omitted.

3.15 This section applies only to AT&T OHIO:

3.15.1 AT&T OHIO retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 Intentionally Omitted.

3.15.2.2 Intentionally Omitted.

3.15.2.3 AT&T OHIO tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.15.2.4 Intentionally Omitted.

3.15.2.5 Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost study.

3.15.2.6 AT&T OHIO Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.15.3 If Intrado elects to terminate a AT&T OHIO retail contract which Intrado had previously assumed, Intrado will be assessed the applicable termination charges remaining unless Intrado elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount Intrado receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 E911 Emergency Service

4.1.1 The terms and conditions for reselling AT&T OHIO 911 services are contained in Appendix 911.

4.2 White Pages

4.2.1 Subject to AT&T OHIO's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AT&T OHIO will include in appropriate White Pages directories the primary alphabetical listings of all Intrado End Users located within the local directory scope. The rules, regulations and AT&T OHIO practices are subject to change from time to time.

4.2.2 Additional Listing services, as set forth in Appendix Pricing, may be purchased by Intrado for its End Users on a per listing basis.

4.2.3 Liability Relating to End User Listings

4.2.3.1 Intrado hereby releases AT&T OHIO from any and all liability for damages due to errors or omissions in Intrado's End User listing information as provided to AT&T OHIO under this Appendix, and/or Intrado's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

4.2.3.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, Intrado shall indemnify, protect, save harmless and defend AT&T OHIO and AT&T OHIO's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in Intrado's End User listing information, including any error or omission related to non-published or non-listed End User listing information. Intrado shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against Intrado and AT&T OHIO, and/or against AT&T OHIO alone. However, if such demand,

claim or suit specifically alleges that an error or omission appears in Intrado's End User listing information in the White Pages directory, AT&T OHIO may, at its option, assume and undertake its own defense, or assist in the defense of the Intrado, in which event the Intrado shall reimburse AT&T OHIO for reasonable attorney's fees and other expenses incurred by AT&T OHIO in handling and defending such demand, claim and/or suit.

4.2.4 Each Intrado subscriber will receive one copy per primary End User listing of AT&T OHIO's White Pages directory in the same manner and at the same time that they are delivered to AT&T OHIO's subscribers.

4.2.5 If Intrado's End User already has a current AT&T OHIO local White Pages directory, AT&T OHIO shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.

4.2.6 Intentionally Omitted.

4.2.7 Intentionally Omitted.

4.3 Resale Operator Services and Directory Assistance (OS/DA)

4.3.1 The rates, terms and conditions for reselling AT&T OHIO OS/DA services are contained in Appendix OS/DA and Appendix Pricing.

4.4 Payphone Services

4.4.1 Intrado may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by Intrado by means of reselling AT&T OHIO's services offered pursuant to the appropriate payphone section(s) of AT&T OHIO's state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the FCC ordered AT&T OHIO to compensate PSP customers of Intrados that resell AT&T OHIO's services for certain calls originated from pay telephones. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation".

4.4.2 The Parties desire that AT&T OHIO satisfy the obligation to pay Payphone Compensation to PSPs that are customers of Intrado by paying the Payphone Compensation to Intrado, who will then forward the Payphone Compensation directly to the PSPs.

4.4.3 AT&T OHIO will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. AT&T OHIO will pay Payphone Compensation to Intrado only for IntraLATA subscriber 8YY calls for which AT&T OHIO provides the 8YY service to the subscriber and carries the call.

4.4.4 AT&T OHIO will not be required to pay any Payphone Compensation for non-sent paid calls.

4.4.5 AT&T OHIO will pay Intrado the Payphone Compensation due to Intrado's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if AT&T OHIO deems it necessary to investigate a call or calls for possible fraud.

4.4.6 Where the capability exists, AT&T OHIO will make payment of any Payphone Compensation due to Intrado under this Appendix by crediting Intrado's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. AT&T OHIO will not automatically issue a check to Intrado if the credit for Payphone Compensation exceeds the balance due to AT&T OHIO on the bill. Where the capability to credit Intrado's bill does not exist, AT&T OHIO will make payment by rendering a check.

4.4.7 Nothing in this Appendix entitles Intrado to receive or obligates AT&T OHIO to provide any call detail or other call record for any call that gives rise to Payphone Compensation.

4.4.8 Intrado represents and warrants that the only AT&T OHIO services that Intrado will make available to PSPs as Payphone Lines are the payphone services that AT&T OHIO offers pursuant to the appropriate payphone section(s) of AT&T OHIO's state specific tariff(s) applicable in each state covered by this Appendix.

4.4.9 Except as provided otherwise in this Section 4.4.9, Intrado shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the Intrado's customer for that Payphone Line. Intrado shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If AT&T OHIO pays any Payphone Compensation to Intrado later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then Intrado shall pay the entire amount of such Payphone Compensation to the PSP that is Intrado's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from AT&T OHIO.

4.4.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, Intrado shall indemnify, protect, save harmless and defend AT&T OHIO and AT&T OHIO's officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

4.4.10.1 Intrado's failure to comply with all the terms and conditions of this Appendix; or

4.4.10.2 Use by a PSP customer of Intrado of any service other than a Payphone Line to provide pay telephone service; or

4.4.10.3 False representation by Intrado.

4.5 Suspension of Service

4.5.1 Intrado may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

4.5.2 AT&T OHIO will offer Intrado local service provider initiated suspension service for Intrado's purposes at the associated AT&T OHIO state specific retail tariff rate for company initiated suspension of service. Carrier Disconnect Service is the provider initiated suspension service available to Intrados in AT&T OHIO. Service specifics may be obtained in state specific CLEC Handbooks.

4.5.2.1 Intrado shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

4.5.2.2 Should Intrado suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, Intrado shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

4.5.2.3 Should Intrado suspend service for one of its End Users and subsequently issue a restoral order, Intrado shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. USE OF AT&T BRAND

5.1 Except where otherwise required by law, Intrado shall not, without AT&T OHIO's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T OHIO or its Affiliates, nor shall Intrado state or imply that there is any joint business association or similar arrangement with AT&T OHIO in the provision of Telecommunications Services to Intrado's customers.

6. RESPONSIBILITIES OF AT&T OHIO

6.1 AT&T OHIO shall allow Intrado to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. AT&T OHIO shall provide interface specifications for electronic access for these functions to Intrado. However, Intrado shall be responsible for modifying and connecting any of its systems with AT&T OHIO provided interfaces, as outlined in Appendix OSS.

6.2 AT&T OHIO shall implement Intrado service orders within the same time intervals AT&T OHIO uses to implement service orders for similar services for its own End Users.

6.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by AT&T OHIO in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

6.3 Intrado will have the ability to report trouble for its End Users to the appropriate AT&T OHIO trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. Intrado will be assigned customer contact center(s) when initial service agreements are made. Intrado End Users calling AT&T OHIO will be referred to Intrado at the number provided by Intrado. Nothing herein shall be interpreted to authorize Intrado to repair, maintain, or in any way touch AT&T OHIO's network facilities, including those on End User premises.

6.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by AT&T OHIO in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

6.4 AT&T OHIO will provide Intrado with detailed billing information necessary for Intrado to issue bill(s) to its End User(s). Intrado has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should Intrado elect to subscribe to the DUF, Intrado agrees to pay AT&T OHIO the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)".

6.5 AT&T OHIO shall make Telecommunications Services that AT&T OHIO provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act, any and all obligations established by appropriate Commission(s) and other applicable limitations.

6.6 Intrado's End User's activation of Call Trace shall be handled by the AT&T OHIO operations centers responsible for handling such requests. AT&T OHIO shall notify Intrado of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of Intrado's End Users (whether that End User is the victim or the suspect) will be coordinated through Intrado.

6.6.1 Intrado acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be Intrado's responsibility to provide additional information necessary for any police investigation.

6.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, Intrado shall indemnify AT&T OHIO against any Claim that insufficient information led to inadequate prosecution.

6.6.2 AT&T OHIO shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

6.7 Intentionally Omitted:

6.7.1 Intentionally Omitted.

6.7.1.1 Intentionally Omitted.

6.7.1.1.1 Intentionally Omitted.

6.7.1.2 Intentionally Omitted.

6.7.1.3 Intentionally Omitted.

6.8 Intentionally Omitted:

6.8.1 Intentionally Omitted.

7. RESPONSIBILITIES OF INTRADO

7.1 Prior to submitting an order under this Appendix, Intrado shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. AT&T OHIO shall abide by the same applicable laws and regulations.

7.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies AT&T OHIO or Intrado that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

7.2.1 AT&T OHIO shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. Intrado shall make any such authorization it has obtained available to AT&T OHIO upon request and at no charge.

7.2.1.1 Intentionally Omitted.

7.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, AT&T OHIO is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

7.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If AT&T OHIO, on behalf of Intrado, agrees to investigate an alleged incidence of slamming, AT&T OHIO shall charge Intrado an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee".

7.5 Should AT&T OHIO receive an order from Intrado for services under this Appendix, and AT&T OHIO is currently providing the same services to another local service provider for the same End User, Intrado agrees that AT&T OHIO may notify the local service provider from whom the End User is being converted of Intrado's order coincident with or following processing Intrado's order. It shall then be the responsibility of the former local service provider of record and Intrado to resolve any issues related to the End User. This Section 7.5 shall not apply to new or additional lines and services purchased by the End User from multiple Intrados or from AT&T OHIO.

7.5.1 If AT&T OHIO receives an order from another local service provider to convert services for an End User for whom Intrado is the current local service provider of record, and if Intrado already

subscribes to the Local Disconnect Report ("LDR"), covered in Section 7.5.2, then AT&T OHIO shall notify Intrado of such order coincident with or following processing such order. It shall be the responsibility of Intrado and the other local service provider to resolve any issues related to the End User. This Section 7.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple Intrados or from AT&T OHIO.

7.5.2 On no less than sixty (60) calendar days advance written notice, Intrado may, at its option, subscribe to the LDR. AT&T OHIO will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number ("WTN"), and terminal number of all End Users who have disconnected Intrado's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. Intrado shall pay AT&T OHIO for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." Intrado agrees that AT&T OHIO may change the per WTN charge, at AT&T OHIO's sole discretion, so long as AT&T OHIO provides Intrado no less than thirty (30) calendar days notice prior to any change in the per WTN charge. AT&T OHIO grants to Intrado a non-exclusive right to use the LDR information provided by AT&T OHIO. Intrado will not permit anyone but its duly authorized employees or agents to inspect or use this information.

7.6 Intrado is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at Intrado's location and its End Users' service locations; provided, however, Intrado shall not be responsible for payment of charges for any retail services furnished by AT&T OHIO directly to End Users and billed by AT&T OHIO directly to End Users.

7.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by AT&T OHIO for billing to resold End User accounts will be returned as unbillable and will not be passed to Intrado for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by AT&T OHIO.

7.7 AT&T OHIO shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by Intrado. All applicable rates and charges for services provided to Intrado under this Appendix will be billed directly to Intrado and shall be the responsibility of Intrado; provided, however, that Intrado shall not be responsible for payment of charges for any retail services furnished by AT&T OHIO directly to End Users and billed by AT&T OHIO directly to End Users.

7.7.1 Charges billed to Intrado for all services provided under this Appendix shall be paid by Intrado regardless of Intrado's ability or inability to collect from its End Users for such services.

7.8 If Intrado does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of Intrado to order the appropriate toll restriction or blocking on lines resold to End Users. Intrado acknowledges that blocking is not available for certain types of calls, including 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. Intrado 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. Charges for Alternatively Billed Calls shall be paid by Intrado at the rated value of the call less the appropriate State discount.

7.9 Intrado shall be responsible for modifying and connecting any of its systems with AT&T OHIO-provided interfaces as described in this Appendix and Appendix OSS.

7.10 Intrado shall be responsible for providing to its End Users and to AT&T OHIO a telephone number or numbers that Intrado's End Users may use to contact Intrado in the event that the End User desires a repair/service call.

7.10.1 In the event that Intrado's End Users contact AT&T OHIO with regard to repair requests, AT&T OHIO shall inform such End Users to call Intrado and may provide Intrado's contact number.

7.11 Intrado acknowledges and agrees that, in the event Intrado makes any "CLEC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, Intrado shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.

7.12 Intrado will provide forecasts to AT&T OHIO every January and July using the AT&T OHIO network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on Intrado's best estimates and will include all resale products Intrado will be ordering within the forecast period.

APPENDIX FOR ACCESS

TO AT&T INC.'S STRUCTURE

(POLES, CONDUITS, AND RIGHTS-OF-WAYS)

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APPENDIX FOR ACCESS TO AT&T INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS-OF-WAYS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Rights-of-Way (ROW), Conduits and Poles provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, 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 Intentionally Omitted.

1.4 Intentionally Omitted.

1.5 Intentionally Omitted.

1.6 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC(s) doing business in Ohio.

1.7 Intentionally Omitted.

1.8 Intentionally Omitted.

1.9 Intentionally Omitted.

1.10 Intentionally Omitted.

2. DEFINITIONS

2.1 Definitions in General. As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.17 except as the context otherwise requires.

2.2 Authorized Contractor. As used in this Agreement the term "Authorized Contractor" is used when referring to any contractor which is included on a list of contractors mutually approved by Attaching Party and AT&T OHIO and who subject to Attaching Party's direction and control, and subject to the requirements and policies in each state, perform facilities modification or make-ready work which would ordinarily be performed by AT&T OHIO or persons acting on AT&T OHIO's behalf as more specifically detailed in Section 21.2.

2.3 Conduit. The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Agreement, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other AT&T OHIO structures (such as huts and cabinets) which branch off from or are connected to AT&T OHIO's conduit.

2.4 Conduit System. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Agreement, the term "conduit

system" does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other AT&T OHIO structures (such as huts and cabinets) which branch off from or are connected to AT&T OHIO's conduit.

2.5 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Agreement, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.

2.6 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Agreement, the term "handhole" refers only to handholes which are part of AT&T OHIO's conduit system and does not refer to handholes which provide access to buried cables not housed within AT&T OHIO ducts or conduits. As used in this Agreement, the term "handhole" refers only to handhole structures owned or controlled by AT&T OHIO and does not include cables and other telecommunications equipment located within handhole structures.

2.7 Occupancy Permit. The term "occupancy permit" refers to a written instrument confirming that AT&T OHIO has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or rights-of-way space.

2.8 Maintenance Duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "maintenance duct" does not include ducts and conduits extending from an AT&T OHIO manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

2.9 Make-ready Work. The term "make-ready work" refers to all work performed or to be performed to prepare AT&T OHIO's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.

2.10 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of AT&T OHIO's conduit system. As used in this Agreement, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.

2.11 Other User. The term "Other User" refers to entities, other than the Attaching Party, with facilities on an AT&T OHIO pole, duct, conduit or rights-of-way to which the Attaching Party has obtained access. Other Users may include AT&T OHIO, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in AT&T OHIO's poles, ducts, conduits or rights-of-ways).

2.12 Overlashing. The term "Overlashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.

2.13 Periodic Inspections. The term "periodic inspections" refers to inspections that are planned and scheduled by AT&T OHIO, for the purpose of inspecting the facilities of Intrado's attached to AT&T OHIO structure, (poles, conduits, and rights-of-way).

2.14 Pole. The term "pole" refers to poles (and associated anchors) which are owned or controlled by AT&T OHIO and does not include cables and other telecommunications equipment attached to pole structures.

2.15 Rights-of-way. The term "rights-of-way" refers to AT&T OHIO owned or controlled legal rights to pass over or through property of another party and used by AT&T OHIO for its telecommunications distribution system. For purposes of this Agreement, "rights-of-way" includes property owned by AT&T OHIO and used by AT&T OHIO for its telecommunications distribution facilities. Rights-of-way does not include:

2.15.1 cables and other telecommunications equipment buried or located on such rights-of-way,

2.15.2 public rights-of-way (which are owned by and subject to the control of governmental entities), or

2.15.3 any space which is owned and controlled by a third-party property owner and occupied by AT&T OHIO with permission from such owner rather than as a matter of legal right.

2.16 Spot Inspections. The term "spot inspections" refers to spontaneous inspections done by AT&T OHIO, which may be initiated, at AT&T OHIO's discretion for the purpose of ensuring safety and compliance with AT&T OHIO standards.

2.17 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF AGREEMENT

3.1 This Agreement establishes the rates, terms, conditions, and procedures by which AT&T OHIO shall provide non-discriminatory access to AT&T OHIO's Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Agreement:

3.1.1 AT&T OHIO's central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from AT&T OHIO's central offices;

3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

3.1.3 ducts and conduits located within buildings owned by AT&T OHIO; and

3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by AT&T OHIO from third-party property owners for purposes other than to house cables and other equipment in active service as part of AT&T OHIO's network distribution operations.

3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.

3.3 No Effect on AT&T OHIO's Right to Abandon, Convey or Transfer Structure. Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall in any way affect AT&T OHIO's right to abandon, convey, or transfer to any other person or entity AT&T OHIO's interest in any of AT&T OHIO's Structure. AT&T OHIO shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or rights-of-way is to be conveyed or transferred.

4. INTENTIONALLY LEFT BLANK

5. GENERAL PROVISIONS

5.1 Entire Agreement. This Agreement, together with the interconnection agreement, if any, of which this Agreement is a part, and the Guidelines for Access to AT&T OHIO Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and agreement of the parties.

5.2 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Attaching Party and AT&T OHIO relating to the placement and maintenance of Attaching Party's facilities on and within AT&T OHIO's poles, ducts, and conduits within this State.

5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.

5.5 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.

5.6 The parties shall at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

6. DISCLAIMER OF WARRANTIES

AT&T OHIO MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T OHIO'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF AT&T OHIO'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

7.1 The parties agree that the dispute resolution provisions of the General Terms and Conditions of the Interconnection Agreement shall apply to disputes under this agreement.

8. INDEMNIFICATION

8.1 The parties agree that the indemnity provisions of the General Terms and Conditions of the Interconnection Agreement shall apply in addition to the additional indemnity language below: in Section 8.2-8.5.

8.2 Indemnification for Environmental Claims.

8.2.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of

8.2.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or

8.2.1.2 any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.

8.2.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any AT&T OHIO pole, duct, conduit, or rights-of-way.

8.2.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any AT&T OHIO pole, duct, conduit, or rights-of-way.

8.2.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

8.3 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold AT&T OHIO harmless from any and all Claims, of every kind and character, made, brought, or sought against AT&T OHIO by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:

8.3.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T OHIO due to the placement or presence of Attaching Party's facilities on or within AT&T OHIO's poles, ducts, conduits, or rights-of-way; or

8.3.2 claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

8.4 Attaching Party's General Indemnity Obligations to AT&T OHIO. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against AT&T OHIO pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold AT&T OHIO harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of AT&T OHIO's poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Agreement, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of AT&T OHIO's poles, ducts, conduits, or rights-of-way.

8.5 AT&T OHIO's General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from AT&T OHIO's enforcement of its rights against Attaching Party pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, AT&T OHIO shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with AT&T OHIO's access to or use of AT&T OHIO's poles, ducts, conduits, or rights-of-way, AT&T OHIO's performance of any acts authorized under this Agreement, or the presence or activities of AT&T OHIO's employees or other personnel acting on AT&T OHIO's behalf on, within, or in the vicinity of AT&T OHIO's poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

9.1 The parties agree that the Liabilities and limitations provisions of the General Terms and Conditions of the Interconnection Agreement shall apply under this agreement.

10. INSURANCE

10.1 The parties agree that the insurance provisions of the General Terms and Conditions of the Interconnection Agreement shall apply under this agreement.

11. ASSIGNMENT OF RIGHTS

11.1 Assignment Permitted. Neither party may assign, or otherwise transfer its rights or obligations, under this Agreement except as provided in this section.

11.1.1 AT&T OHIO may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with AT&T OHIO or which acquires or succeeds to ownership of substantially all of AT&T OHIO's assets.

11.1.2 Overlashing of Attaching Party's facilities on AT&T OHIO poles by a third party will be allowed under the following conditions:

11.1.2.1 The Overlashing entity must enter into an agreement with AT&T OHIO for access to AT&T OHIO Structures and abide by the terms and conditions of such an Occupancy Permit.

11.1.2.2 The Overlashing entity must obtain written approval from the Attaching Party and provide a copy to AT&T OHIO prior to submitting a request for access to structure.

11.1.2.3 The Overlashing party must submit a written request for access to structure, and indicate on the request that the request is for Overlashing of an existing attachment of the Attaching Party in order to ensure that pole loadings are not exceeded.

11.1.2.4 The Overlashing entity is responsible for paying the fees for Overlashing in Appendix I and/or Appendix Pricing which are separate and in addition to the fees paid by the Attaching Party (e.g. the application fees and all make ready fees, etc.).

11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without AT&T OHIO's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Agreement, subject to the express terms of this Agreement. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Agreement shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to AT&T OHIO that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to AT&T OHIO for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.

11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article,

secured AT&T OHIO's prior written consent to the assignment or transfer, if necessary, and given AT&T OHIO notice of the assignment or transfer pursuant to Section 11.3.

11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by AT&T OHIO in writing, no assignment permitted by AT&T OHIO under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.

11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. AT&T OHIO may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.

11.5 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Agreement and all occupancy permits subject to this Agreement shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to AT&T OHIO's poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of AT&T OHIO's poles, ducts, conduits, and rights-of-way.

12.2 Individual occupancy permits subject to this Agreement shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or rights-of-way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.

12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to AT&T OHIO's Structure shall not materially interfere with or impair service over any facilities of AT&T OHIO or any Other User, cause material damage to AT&T OHIO's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of AT&T OHIO or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of AT&T OHIO's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, AT&T OHIO may limit, terminate or refuse access if Attaching Party violates this provision.

12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.

12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and

12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or

12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14. CONFIDENTIALITY OF INFORMATION

14.1 Information Provided by Attaching Party to AT&T OHIO. Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by Attaching Party to AT&T OHIO in connection with this Agreement (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about AT&T OHIO facilities. This article does not limit the use by AT&T OHIO of aggregate information relating to the occupancy and use of AT&T OHIO's Structure by firms other than AT&T OHIO (that is, information submitted by Attaching Party and aggregated by AT&T OHIO in a manner that does not directly or indirectly identify Attaching Party).

14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to AT&T OHIO in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.

14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, AT&T OHIO and persons acting on AT&T OHIO's behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:

14.3.1 posting information, as necessary, to AT&T OHIO's outside plant records;

14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T OHIO's Structure and any AT&T OHIO facilities located on, within, or in the vicinity of such Structure;

14.3.3 performing AT&T OHIO's obligations under this Agreement and similar agreements with third parties;

14.3.4 determining which of AT&T OHIO's Structure are (or may in the future be) available for AT&T OHIO's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T OHIO's Structure;

14.3.5 preparing cost studies;

14.3.6 responding to regulatory requests for information;

14.3.7 maintaining AT&T OHIO's financial accounting records; and

14.3.8 complying with other legal requirements relating to Structure.

14.4 Defense of Claims. In the event of a dispute between AT&T OHIO and any person or entity, including Attaching Party, concerning AT&T OHIO's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, AT&T OHIO may utilize confidential or proprietary information submitted by Attaching Party in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that AT&T OHIO shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T OHIO's option:

14.4.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding AT&T OHIO from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that AT&T OHIO shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T OHIO's option:

14.5.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15. ACCESS TO RIGHTS-OF-WAY

15.1 To the extent AT&T OHIO has the authority to do so, AT&T OHIO grants Attaching Party a right to use any rights-of-way for AT&T OHIO poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on AT&T OHIO's poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, rights-of-way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the AT&T OHIO pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, rights-of-way, license, permit, permission, certification, or franchise within thirty (30) days of request by AT&T OHIO. AT&T OHIO does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

15.3 Access to Rights-of-Way Generally. At locations where AT&T OHIO has access to third-party property pursuant to non-exclusive rights-of-way, AT&T OHIO shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where AT&T OHIO has obtained exclusive rights-of-way from third-party property owners or otherwise controls the rights-of-way, AT&T OHIO shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits AT&T OHIO to provide such access, and provided further that AT&T OHIO's charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by AT&T OHIO to obtain the rights-of-way, plus any other documented legal, administrative, and engineering costs incurred by AT&T OHIO in obtaining the rights-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to AT&T OHIO's poles or occupying space in AT&T OHIO's ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Agreement and the Administrative Guide.

16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

16.1.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

16.2.1 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,

16.2.5 the AT&T OHIO Structure Access Guidelines.

16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AT&T OHIO's manholes and access to AT&T OHIO's conduit system.

16.3.1 Attaching Party will notify AT&T OHIO not less than 5 business days in advance before entering AT&T OHIO's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

16.3.2 An authorized employee or representative of AT&T OHIO may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within AT&T OHIO's conduit system. Attaching party must notify AT&T OHIO when Attaching Party has completed such work in the conduit system. If AT&T OHIO has not had the opportunity to complete the review, AT&T OHIO will attempt to meet with Attaching Party's contractors to finalize the review. If AT&T OHIO is not available when Attaching Party notifies AT&T OHIO of their notice of completion then AT&T OHIO will perform a post-construction inspection as described in section 26.1. Attaching Party shall reimburse AT&T OHIO for costs associated with the presence of AT&T OHIO's authorized employee or representative.

16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

17.1 AT&T OHIO will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of AT&T OHIO's Structure. Upon request, AT&T OHIO will meet with the Attaching Party to clarify matters relating to maps, records or additional information. AT&T OHIO does not warrant the accuracy or completeness of information on any maps or records.

17.2 Maps, records or information are and remain the proprietary property of AT&T OHIO, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to AT&T OHIO's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 AT&T OHIO will provide information currently available on the AT&T OHIO's maps and/or records regarding:

17.3.1 the location of Structure and street addresses for manholes and poles as shown on AT&T OHIO's maps;

17.3.2 the footage between manholes or lateral ducts lengths, as shown on AT&T OHIO's maps;

17.3.3 the footage between poles, if shown on AT&T OHIO's maps;

17.3.4 the total capacity of the Structure

17.3.5 the existing utilization of the Structure.

17.4 AT&T OHIO will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by AT&T OHIO.

17.5 AT&T OHIO will expunge any confidential or proprietary information from its maps and records prior to providing access to the Attaching Party.

17.6 AT&T OHIO will:

17.6.1 Within five (5) business days after attaching party submits Billing Authorization to AT&T OHIO, AT&T OHIO will notify attaching party of the place and time that attaching party may view the Structure Records.

17.6.2 The viewing room must be reserved for a minimum of two (2) hours. Attaching Party may request additional time prior to the viewing date. AT&T OHIO may not be able to provide attaching party with unscheduled additional time for viewing AT&T OHIO Structure Records on the viewing date, but if unable will immediately make alternative arrangements that are mutually acceptable for the viewing of records as soon thereafter as possible.

17.6.3 AT&T OHIO may make available at the Attaching Party's expense, an AT&T OHIO representative with sufficient knowledge about AT&T OHIO Structure Records to clarify matters relating to such Structure Records and to assist Attaching Party during their viewing.

17.7 Charges associated with map preparation, viewing and assistance will be on a Time and Material basis as set forth in the following Applicable Tariffs:

17.7.1 AT&T MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.1.1

17.7.2 Intentionally Omitted.

17.7.3 Intentionally Omitted.

17.7.4 Intentionally Omitted.

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified AT&T OHIO poles or placing facilities within specified AT&T OHIO ducts, conduits, or rights-of-way.

18.2 Structure Access Request Form. To apply for an occupancy permit under this Agreement, Attaching Party shall submit to AT&T OHIO the appropriate AT&T OHIO request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific AT&T OHIO Structure. In addition, Attaching Party shall also:

18.2.1 submit payment for the estimate authorizing AT&T OHIO or its contractor to complete the make-ready survey; or

18.2.2 advise AT&T OHIO of its willingness to perform the proposed make-ready work itself or an Authorized Contractor if permissible in the application area.

18.2.3 confirm that Attaching Party has calculated storm loadings, guying, or pole class to ensure pole loadings are not exceeded and indicate if additional holding or loading capacity is required.

18.2.4 provide sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to AT&T OHIO's poles or placed in AT&T OHIO's conduit system.

18.3 Make-Ready Survey. A Make-Ready survey must be completed by AT&T OHIO or, subject to the requirements and policies in each state, the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable AT&T OHIO to:

18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to AT&T OHIO structures;

18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare AT&T OHIO's poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy;

18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work; and

18.3.4 identify the owner of the pole.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

19.1 Selection of Space. AT&T OHIO will select or approve the Attaching Party's selection of the space Applicant will occupy on AT&T OHIO's poles or in AT&T OHIO's conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Agreement. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by AT&T OHIO, Attaching Party, and other parties entitled to access underapplicable law.

19.2 Pole, Duct, and Conduit Space Assignments.

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by AT&T OHIO, the pole, duct, and conduit space selected and/or approved by AT&T OHIO in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 Intentionally Omitted.

19.2.3 AT&T OHIO may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If AT&T OHIO assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T OHIO record if AT&T OHIO has not occupied such assigned space within such 12 month period.

19.2.4 Intentionally Omitted.

19.2.5 Intentionally Omitted.

19.2.6 Notices and applications including assignment requests will be date and time stamped on receipt.

20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to AT&T OHIO Structure, AT&T OHIO shall provide a written response to the application, except AT&T CONNECTICUT, which response time will be on a first come, first serve basis. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, AT&T OHIO will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. AT&T OHIO will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

20.2 If access is granted the response will further advise Attaching Party in writing of:

20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare AT&T OHIO's Structure, and

20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.

20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either:

20.3.1 submit payment for the estimate authorizing AT&T OHIO or its contractor to complete the make-ready work; or

20.3.2 advise AT&T OHIO of its willingness to perform the proposed make-ready work itself if permissible in the application area.

20.3.2.1 Make-ready work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with AT&T OHIO's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by AT&T OHIO or AT&T OHIO's contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T OHIO's Structures or interferes with any existing use of AT&T OHIO's facilities or the facilities of any Other User.

20.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to AT&T OHIO's poles or occupying space in AT&T OHIO's conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in AT&T OHIO's poles, ducts, conduits and rights of ways.

20.5 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party

shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to AT&T OHIO for the use of such additional capacity. If AT&T OHIO utilizes additional space or capacity created at Attaching Party's expense, AT&T OHIO will reimburse Attaching Party on a pro-rata basis for AT&T OHIO's share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. AT&T OHIO will notify the Attaching Party if AT&T OHIO, attaches facilities to additional capacity on AT&T OHIO's Structure created at the Attaching Party's expense. AT&T OHIO shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

20.6 If Attaching Party utilizes space or capacity on any AT&T OHIO Structure created at AT&T OHIO's expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of AT&T OHIO's capacity creation costs.

20.7 Occupancy Permit and Attachment. After all required make-ready work is completed, AT&T OHIO will issue an occupancy permit confirming that Attaching Party may attach specified facilities to AT&T OHIO's Structure.

20.8 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will considered available for use by AT&T OHIO or Other User.

20.9 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by AT&T OHIO to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to AT&T OHIO's poles and the placement of such facilities in AT&T OHIO's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.

21.2 Responsibilities of Attaching Party. Attaching Party is responsible for the Authorized Contractors or contractors it selects.

21.2.1 As used in this Agreement, the term "Authorized Contractor" does not refer to contractors performing routine installation, maintenance, or repair work on Attaching Party's behalf or other contractors who may be selected by Attaching Party to perform work on Attaching Party's behalf without AT&T OHIO's approval.

21.2.2 Subject to state specific requirements, Authorized Contractors have received certification from AT&T OHIO to perform one or more of the following tasks within a specified AT&T OHIO construction district, as applicable:

(a) installation of those sections of Attaching Party's ducts or facilities which connect to AT&T OHIO's conduit system;

(b) installation of inner duct;

(c) excavation work in connection with the removal of retired or inactive (dead) cables; or

(d) Make-Ready work.

21.2.3 A person or entity approved as an Authorized Contractor is only an Authorized Contractor with respect to those tasks for which such person or entity has been approved by both parties and is an Authorized Contractor only in those AT&T OHIO construction districts agreed to by both parties.

21.2.4 Designation of an Authorized Contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an Authorized Contractor for other purposes,

nor shall approval of an Authorized Contractor by one AT&T OHIO's construction district constitute approval of such Authorized Contractor for the area served by a different AT&T OHIO construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an Authorized Contractor shall, for the purposes of that job, be deemed to have been approved by all AT&T OHIO construction districts in which the work is to be performed.

21.3 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide AT&T OHIO with a construction schedule and thereafter keep AT&T OHIO informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within AT&T OHIO's poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.

22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by AT&T OHIO. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify AT&T OHIO of such use and must either vacate the maintenance duct within 30 days or, with AT&T OHIO's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

23.1 Notification of Planned Modifications. Attaching Party shall notify AT&T OHIO in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a AT&T OHIO Structure. The notice shall contain sufficient information to enable AT&T OHIO to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.

23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same AT&T OHIO Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with AT&T OHIO and other users in making rearrangements to AT&T OHIO Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.

24.2 Whenever feasible, AT&T OHIO shall give Attaching Party not less than 30 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the

date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, AT&T OHIO will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.

25.1.1 Nothing contained in this Agreement shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify AT&T OHIO within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the AT&T OHIO conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 25.3, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with AT&T OHIO's consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such Attaching Party occupies the maintenance ducts. If Attaching Party fails to vacate the maintenance duct as described above, AT&T OHIO may install a maintenance conduit at the Attaching Party's expense.

25.2 Designation of Emergency Repair Coordinators and Other Information. For each AT&T OHIO construction district, Attaching Party shall provide AT&T OHIO with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify AT&T OHIO of changes to such information.

25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, AT&T OHIO, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.

25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at

the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

25.3.3 AT&T OHIO shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by AT&T OHIO on a nondiscriminatory basis in accordance with the principles set forth in this section.

25.4 Emergency Pole Replacements.

25.4.1 When emergency pole replacements are required, AT&T OHIO shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

25.4.2 If notified by AT&T OHIO that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T OHIO replacement pole, the transfer shall be in accordance with AT&T OHIO's placement instructions.

25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T OHIO and thereby authorize AT&T OHIO (or any Other User sharing the pole with AT&T OHIO) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.

25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse AT&T OHIO for the costs incurred by AT&T OHIO for work performed by AT&T OHIO on Attaching Party's behalf in accordance with the provisions of this article.

26. INSPECTION BY AT&T OHIO OF ATTACHING PARTY'S FACILITIES AND NOTICE OF NON-COMPLIANCE

26.1 Post-Construction Inspections. AT&T OHIO will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to AT&T OHIO's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T OHIO will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AT&T OHIO on the post-construction inspection.

26.2 Right to Make Periodic or Spot Inspections. AT&T OHIO shall have the right, but not the obligation, to make Periodic or Spot Inspections of all facilities attached to AT&T OHIO's Structure. Periodic Inspections will not be made more often than once every 2 years unless in AT&T OHIO's judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.

26.3 If Attaching Party's facilities are in compliance with this Agreement, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Agreement, AT&T OHIO may charge Attaching Party for the inspection. The costs

of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Agreement, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to AT&T OHIO's Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to AT&T OHIO and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment. If the violation creates a hazardous condition, facilities must be brought into compliance upon notification.

26.5 Notice of Noncompliance. If, at any time, AT&T OHIO determines that Attaching Party's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, AT&T OHIO may send written notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the notice as soon as practicable. If Attaching Party does not dispute AT&T OHIO's assertion that such facilities are not in compliance, Attaching Party agrees to provide AT&T OHIO with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify AT&T OHIO in writing when the facilities have been brought into compliance.

26.6 Disputes over Alleged Noncompliance. If Attaching Party disputes AT&T OHIO's assertion that Attaching Party's facilities are not in compliance, Attaching Party shall notify AT&T OHIO in writing of the basis for Attaching Party's assertion that its facilities are in compliance.

26.7 Failure to Bring Facilities into Compliance. If Attaching Party has not brought the facilities into compliance within a reasonable time or provided AT&T OHIO with proof sufficient to persuade AT&T OHIO that AT&T OHIO erred in asserting that the facilities were not in compliance, and if AT&T OHIO determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T OHIO's facilities or those of other users, AT&T OHIO may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.

26.8 Correction of Conditions by AT&T OHIO. If AT&T OHIO elects to bring Attaching Party's facilities into compliance, the provisions of this Section shall apply.

26.8.1 AT&T OHIO will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T OHIO's schedule for performing the work.

26.8.2 If Attaching Party's facilities have become detached or partially detached from supporting racks or wall supports located within a AT&T OHIO manhole, AT&T OHIO may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T OHIO does not reattach Attaching Party's facilities, AT&T OHIO shall endeavor to arrange with Attaching Party for the reattachment of any facilities affected.

26.8.3 AT&T OHIO shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such notice, Attaching Party shall inspect the facilities and take such steps as Attaching Party may deem necessary to insure that the facilities meet Attaching Party's performance requirements.

26.9 Attaching Party to Bear Expenses. Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in AT&T OHIO's Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.

27.2 Removal of Untagged Facilities. AT&T OHIO may, without notice to any person or entity, remove from AT&T OHIO's poles or any part of AT&T OHIO's conduit system the Attaching Party's facilities, if AT&T OHIO determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on AT&T OHIO's poles or in AT&T OHIO's conduit system.

27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to AT&T OHIO's poles or anchors or within any part of AT&T OHIO's conduit system, AT&T OHIO, without prejudice to other rights or remedies available to AT&T OHIO under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Agreement.

27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Agreement, Attaching Party shall acknowledge receipt of the notice and submit to AT&T OHIO, in writing, an application for a new or amended occupancy permit with respect to such facilities.

27.5 Approval of Request and Retroactive Charges. If AT&T OHIO approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to AT&T OHIO for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by AT&T OHIO of any of its rights or privileges under this Agreement or otherwise.

27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from AT&T OHIO's poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T OHIO licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment and/or occupancy fee as specified in Section 29 of this Agreement. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at AT&T OHIO's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to AT&T OHIO or another Other User, and shall pay AT&T OHIO for all costs incurred by AT&T OHIO in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.

27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, AT&T OHIO shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, AT&T OHIO may, at AT&T OHIO's option, remove Attaching Party's facilities at Attaching Party's expense.

27.8 No Ratification of Unpermited Attachments or Unauthorized Use of AT&T OHIO's Facilities. No act or failure to act by AT&T OHIO with regard to any unauthorized attachment or occupancy or unauthorized use of AT&T OHIO's Structure shall be deemed to constitute a ratification by AT&T OHIO of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from

liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

28.1 When Applicant no longer intends to occupy space on an AT&T OHIO pole or in a AT&T OHIO duct or conduit, Applicant will provide written notification to AT&T OHIO that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.

28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from AT&T OHIO's Structure.

28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to AT&T OHIO's manholes.

28.1.3 Applicant shall be solely responsible for the removal of its own facilities from AT&T OHIO's Structure.

28.2 At AT&T OHIO's request, Attaching Party shall remove from AT&T OHIO's Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to AT&T OHIO that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in AT&T OHIO's Structure.

28.3 Removal Following Termination of Occupancy Permit. Attaching Party shall remove its facilities from AT&T OHIO's poles, ducts, conduits, or rights-of-way within 30 days after termination of the occupancy permit.

28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from AT&T OHIO's Structures within 30 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.

28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in AT&T OHIO's Structure would cause a forfeiture of the rights of AT&T OHIO to occupy the property where such Structure is located, AT&T OHIO will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. AT&T OHIO will give Attaching Party not less than 30 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of AT&T OHIO's rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.

28.6 Removal of Facilities by AT&T OHIO; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from AT&T OHIO's Structure in accordance with the provisions of Sections 28.1-28.6 of this Agreement, AT&T OHIO may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T OHIO shall give Attaching Party not less than 30 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.

28.7 Removal of Facilities by AT&T OHIO. If AT&T OHIO removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse AT&T OHIO for AT&T OHIO's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Agreement will be set forth in Exhibit I of this Appendix. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.

29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, AT&T OHIO shall have the right to change the rates, charges and fees outlined in this Agreement. AT&T OHIO will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Agreement, (2) terminate this Agreement, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

30.1 Bond May Be Required. AT&T OHIO may require Attaching Party, Authorized Contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Agreement.

30.1.1 If a bond or similar form of assurance is required of Attaching Party, an Authorized Contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to AT&T OHIO adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing AT&T OHIO 60 days written notice.

30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Agreement. In the event any lien, claim or demand is made on AT&T OHIO by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, AT&T OHIO may require, in addition to any security provided under Section 30.1 of this Agreement, that Attaching Party execute payment or performance bonds, or provide such other security, as AT&T OHIO may deem reasonable or necessary to protect AT&T OHIO from any such lien, claim or demand.

APPENDIX LAWFUL UNES
(LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

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APPENDIX LAWFUL UNEs
(LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

1.1 This Appendix Lawful UNEs sets forth the terms and conditions pursuant to which the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) will furnish Intrado with access to lawful unbundled network elements as specifically defined in this Appendix Lawful UNEs for the provision by Intrado of a Telecommunications Service ((Act, Section 251(c)(3)). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.

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1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.21 Intentionally Omitted.

1.22 Intentionally Omitted.

1.23 Intentionally Omitted.

1.24 Intentionally Omitted.

1.25 The Prices at which AT&T OHIO agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. TERMS AND CONDITIONS

2.1 Lawful UNEs and Declassification. This Agreement sets forth the terms and conditions pursuant to which AT&T OHIO will provide Intrado with access to unbundled network elements under Section 251(c)(3) of the Act in AT&T OHIO's incumbent local exchange areas for the provision of Telecommunications Services by Intrado; provided, however, that notwithstanding any other provision of the Agreement, AT&T OHIO shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that AT&T OHIO is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as "Lawful UNEs."

2.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "Declassified."

2.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can cease to be a Lawful UNE or be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 2.5 "Transition Procedure" shall apply.

2.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "Lawful," the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 2.1. If an element is not required to be provided under this Appendix Lawful UNE and/or not described in this Appendix Lawful UNE, it is the Parties' intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Appendix, Schedule or in the Pricing Appendix.

2.1.4 By way of example only, if terms and conditions of this Agreement state that AT&T OHIO is required to provide a Lawful UNE or Lawful UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then AT&T OHIO shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.

2.2 Nothing contained in the Agreement shall be deemed to constitute consent by AT&T OHIO that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that AT&T OHIO is required to provide to Intrado alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.

2.3 The preceding includes without limitation that AT&T OHIO shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T OHIO network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.

2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.

2.5 Non-Impaired Wire Center Criteria and Related Processes

2.5.1 AT&T OHIO 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 pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. AT&T OHIO's designations shall be treated as controlling (even if Intrado believes the list is inaccurate) for purposes of transition and ordering unless Intrado provides a self-certification as outlined below. Until Intrado provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, Intrado 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. Intrado 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. AT&T OHIO will update the CLEC Online posted list and will advise Intrado of such posting via Accessible Letter, which term for the purposes of this Section 2.5 of this Agreement shall be deemed to mean an Accessible Letter issued after the effective date of this Agreement, as set forth in this Section 2.5 of this Agreement.

2.5.2 If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), 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, Intrado shall perform a reasonably diligent inquiry to determine that, to the best of Intrado's knowledge, whether the wire center meets the non-impairment thresholds as set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If, based on its reasonably diligent inquiry, Intrado disputes the AT&T OHIO wire center non-impairment designation, Intrado will provide a self-certification to AT&T OHIO identifying the wire center(s) for which it is self-certifying. In performing its inquiry, Intrado shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T OHIO as creating a presumption that a Wire Center is not impaired. Intrado can send a letter to AT&T OHIO claiming Self Certification or Intrado may elect to self-certify using a written or electronic notification sent to AT&T OHIO. If Intrado makes such a self-certification, and Intrado is otherwise entitled to the ordered element under the Agreement, AT&T OHIO shall provision the requested facilities in accordance with Intrado's order and within AT&T OHIO's standard ordering interval applicable to such facilities. If AT&T OHIO in error rejects Intrado orders, where Intrado has provided self certification in accordance with this Section 2.5 of this Agreement, AT&T OHIO will modify its systems to accept

such orders within 5 business hours of Intrado notification to its account manager. Intrado may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

2.5.3 The parties recognize that wire centers that AT&T OHIO had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that 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, AT&T OHIO may add the wire center to the list of designated wire centers and the Parties will use the following process:

2.5.3.1 AT&T OHIO may update the wire center list as changes occur.

2.5.3.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T OHIO will provide notification to Intrado via Accessible Letter and by a posting on CLEC Online.

2.5.3.3 AT&T OHIO will continue to accept Intrado orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring Intrado self-certification for 30 calendar days after the date the Accessible Letter is issued.

2.5.3.4 In the event Intrado disagrees with AT&T OHIO's determination and Intrado has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T OHIO's determination regarding the wire center by providing a self-certification to AT&T OHIO.

2.5.3.5 If Intrado does not use the self-certification process described in this Section 2.5 of this Agreement to self-certify against AT&T OHIO'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 all circuits that have been declassified by the wire center designation(s) within 30 days ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period described in Section 2.5.1 of this Agreement, whichever is later For the Applicable Transitional Period, no additional notification will be required. Intrado may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.

2.5.3.6 If Intrado does provide self-certification to dispute AT&T OHIO's designation determination within 60 calendar days of the issuance of the Accessible Letter, AT&T OHIO may dispute Intrado's self-certification as described in Sections 2.5.5 and 2.5.6 of this Agreement and AT&T OHIO will accept and provision the applicable loop and transport orders for Intrado providing the self certification during a dispute resolution process.

2.5.3.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

2.5.4 If the Commission has previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then Intrado shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If Intrado withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T OHIO's designations.

2.5.5 If it desires to do so, AT&T OHIO can dispute the self-certification and associated Intrado orders for facilities pursuant to the following procedures: AT&T OHIO will notify Intrado of its intent to dispute Intrado's self-certification within 30 days of Intrado's self-certification or within 30 days of the effective date of this Agreement, whichever is later. AT&T OHIO will file the dispute for resolution with the state Commission within 60 days of Intrado's self-certification or within 60 days of the effective date of this Agreement, whichever is later. AT&T OHIO will notify Intrado of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T OHIO's failure to file a timely challenge, i.e., within 60 days of Intrado's self-certification or within 60 days of the effective date of this Agreement, whichever is later, to any Intrado's self certification for a given wire center shall be deemed a waiver by AT&T OHIO of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T OHIO shall promptly notify Intrado of any time where AT&T OHIO has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T OHIO may challenge future Intrado self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 2.5.3 of this Agreement. During the timeframe of any dispute resolution proceeding, AT&T OHIO shall continue to provide the High-Capacity Loop or Transport facility in question to Intrado at the rates in the Pricing Appendix to the Agreement. If Intrado withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that Intrado was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by Intrado for the affected loop or transport shall be subject to true-up as follows:

2.5.5.1 For wire centers designated by AT&T OHIO prior to March 11, 2005 and

2.5.5.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005,

2.5.5.1.1.1 Intrado will provide a true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider to this Agreement between March 11, 2005 and the end of the initial TRRO transition period described in Section 2.5.1. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, Intrado will also provide a true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider of this Agreement. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

2.5.5.1.2 For the affected loop/transport element(s) installed after March 11, 2005, Intrado will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or thirty days after AT&T OHIO's notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider of

this Agreement. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

2.5.5.2 For wire centers designated by AT&T OHIO after March 11, 2005,

2.5.5.2.1 For affected loop/transport elements ordered before AT&T OHIO's wire center designation,

2.5.5.2.1.1 if the applicable transition period is within the initial *TRRO* transition period described in Section 2.5.1 of this Agreement, Intrado will provide a true-up during the period between the date that is thirty (30) days after AT&T OHIO's notice of non-impairment and the date the circuit is transitioned to the transitional rate described in Section 2.5.3.7 of this Agreement.

2.5.5.2.1.2 if the applicable transition period is after the initial TRRO transition period described in Section 2.5.1 of this Agreement has expired, Intrado will provide a true-up based on the transitional rate described in Section 2.5.3.7 of this Agreement between the date that is thirty (30) days after AT&T OHIO's notice of non-impairment and the end of the applicable transition period described in Section 2.5.1 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Agreement. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

2.5.5.2.2 For affected loop/transport elements ordered after AT&T OHIO's wire center designation, Intrado will provide a true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the later of the date billing began for the provisioned element or thirty (30) days after AT&T OHIO's notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Agreement. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.

2.5.6 In the event of a dispute following Intrado's Self-Certification, upon request by the Commission or Intrado, AT&T OHIO will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T OHIO intends to rely, which will include the detailed business line information for the AT&T OHIO wire center or centers that are the subject of the dispute.

2.5.7 The provisions of Section 2.5.1 of this Agreement shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 2.5.1 of this Agreement, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to Intrado's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T OHIO in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (*e.g.*, prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed 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.

2.5.8 AT&T OHIO will process Intrado orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T OHIO will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by Intrado; however, Intrado is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

2.5.9 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.

2.5.10 Intrado may not self-certify that it is entitled to obtain DS1/DS3 Loops or DS1/DS3 Dedicated Transport at a location where Intrado has met the volume cap set forth in Sections 8.3.4.4.1 and 8.3.5.4.1 (for DS1/DS3 Loops) and 13.3.5.1 and 13.3.6.1 (for DS1/DS3 Dedicated Transport).

2.5.11 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless Intrado has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 2.5.1 of this Agreement, and if Intrado and AT&T OHIO have failed to reach agreement under Section 2.5.8 of this Agreement as to a substitute service arrangement or element, then AT&T OHIO 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.

2.6 AT&T OHIO will provide access to Lawful UNEs for the provision by Intrado of a Telecommunications Service. (Act, Section 251(c)(3).

2.7 AT&T OHIO will provide Intrado nondiscriminatory access to Lawful UNEs (Act, Section 251(c)(3), Act, 47 CFR § 51.307(a)):

2.7.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));

2.7.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));

2.7.3 In a manner that allows Intrado to provide a Telecommunications Service that may be offered by means of that Lawful UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c));

2.7.4 In a manner that allows access to the facility or functionality of a requested Lawful UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));

2.7.5 With technical information regarding AT&T OHIO's network facilities to enable Intrado to achieve access to Lawful UNEs (47 CFR § 51.307(e));

2.7.6 Except as provided in this Appendix, without imposing limitations, restrictions, or requirements on requests for, or the use of, Lawful UNEs for the service Intrado seeks to offer (47 CFR § 51.309(a));

2.7.7 Where applicable, terms and conditions of access to Lawful UNEs shall be no less favorable than terms and conditions under which AT&T OHIO provides such elements to itself (47 CFR § 51.313(b));

2.7.8 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251(d)(2));

2.7.9 Except upon request of Intrado, AT&T OHIO shall not separate Intrado-requested Lawful UNEs that are currently combined. (47 CFR § 51.315(b)) AT&T OHIO is not prohibited from or otherwise limited in separating any Lawful UNEs not requested by Intrado or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other AT&T OHIO offering(s).

2.8 As provided for herein, AT&T OHIO will permit Intrado exclusive use of a Lawful UNE facility for a period of time, and when Intrado is purchasing access to a feature, function, or capability of such a facility, AT&T OHIO will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).

2.9 AT&T OHIO will maintain, repair, or replace Lawful UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.

2.10 To the extent technically feasible, the quality of the Lawful UNE and access to such Lawful UNE shall be at least equal to what AT&T OHIO provides to itself and to other telecommunications carriers requesting access to the Lawful UNE (47 CFR § 51.311(a), (b)).

2.11 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.12 Lawful UNEs provided to Intrado under the provisions of this Appendix shall remain the property of AT&T OHIO.

2.13 Performance of Lawful UNEs

2.13.1 Each Lawful UNE will be provided in accordance with AT&T OHIO Technical Publications or other written descriptions, if any, as changed from time to time by AT&T OHIO at its sole discretion.

2.13.2 Nothing in this Appendix shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules maybe amended from time to time (the "Network Disclosure Rules"). AT&T OHIO will not discontinue any Lawful UNE that AT&T OHIO is required to provide to Intrado under this Agreement unless and until:(i) AT&T OHIO provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to AT&T OHIO's proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or(ii)if and when applicable, following AT&T OHIO's exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii)to the extent otherwise permitted in this Agreement.

2.13.3 AT&T OHIO may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, Intrado orders for Lawful UNEs from affected wire center(s) may be suspended for a period of a few days prior and one day after the upgrade or conversion date, consistent with the suspension AT&T OHIO places on itself for orders from its End Users and other Intrado customers.

2.13.4 Intrado will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations, or procedure of AT&T OHIO, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.14 Conditions for Access to Lawful UNEs

2.14.1 In order to access and use Lawful UNEs, Intrado must be a Telecommunications Carrier (Section 251(c)(3), and must use the Lawful UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. Together, these conditions are the "Statutory Conditions" for access to Lawful UNEs. Accordingly, Intrado hereby represents and warrants that it is a Telecommunications Carrier and that it will notify AT&T OHIO immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify AT&T OHIO shall constitute material breach of this Agreement.

2.14.1.1 By way of example, use of a Lawful UNE (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by Intrado, or otherwise) to provide service to Intrado or for other administrative purpose(s) does not constitute using a Lawful UNE pursuant to the Statutory Conditions.

2.14.1.2 By way of further example, Intrado may not access Lawful UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).

2.14.2 Other conditions to accessing and using any Lawful UNE (whether on a stand-alone basis, in combination with other Lawful UNEs, with a network element possessed by Intrado, or otherwise) may be applicable under lawful and effective FCC rules and associated lawful and effective FCC and judicial orders and will also apply.

2.15 New Combinations Involving Lawful UNEs

2.15.1 Subject to the provisions hereof and upon Intrado request, AT&T OHIO shall meet its combining obligations involving Lawful UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. 467(May 13, 2002) ("*Verizon Comm. Inc.")* and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

2.15.1.1 Any combining obligation is limited solely to combining of Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that AT&T OHIO might offer pursuant to Section 271 of the Act.

2.15.2 In the event that AT&T OHIO denies a request to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by Intrado, AT&T OHIO shall provide written notice to Intrado of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, AT&T OHIO shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.15 of this Appendix.

2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Appendix shall be made available to Intrado as specified in the specific Schedule for a particular State.

2.15.3.1 The Parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as AT&T OHIO being required to perform the functions necessary to combine Lawful UNEs and to combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, AT&T OHIO is willing to perform the actions necessary to also complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following:

2.15.3.1.1 Section 2.15, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, AT&T OHIO from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a

stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by AT&T OHIO. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect AT&T OHIO from taking any position with respect to combinations including Lawful UNEs or any issue or subject addressed or related thereto.

2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations, AT&T OHIO shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and Intrado shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.

2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by AT&T OHIO, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any AT&T OHIO obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

2.15.3.2 A new Lawful UNE combination, if any, listed on a Schedule –Lawful UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new Lawful UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.

2.15.3.3 For a new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations, Intrado shall issue appropriate service requests. These requests will be processed by AT&T OHIO, and Intrado will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.

2.15.3.4 Upon notice by AT&T OHIO, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by AT&T OHIO in providing the new Lawful UNE combinations, if any, set forth in Schedule(s) – Lawful UNE Combinations, which work is not covered by the charges applicable per Section 2.16.3.3. For any such work done by AT&T OHIO under Section 2.16.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by AT&T OHIO, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved

pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

2.15.4 In accordance with and subject to the provisions of this Section 2.15, any request not included in Section 2.15.3 in which Intrado wants AT&T OHIO to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by Intrado (as well as requests where Intrado also wants AT&T OHIO to complete the actual combination), shall be made by Intrado in accordance with the bona fide request (BFR) process set forth in this Agreement.

2.15.4.1 In any such BFR, Intrado must designate among other things the Lawful UNE(s) sought to be combined and the needed location(s), the order in which the Lawful UNEs and any Intrado elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an AT&T OHIO Lawful UNE and the lawful network element(s) possessed by Intrado.

2.15.4.2 In addition to any other applicable charges, Intrado shall be charged a reasonable cost-based fee for any combining work done by AT&T OHIO under Section 2.15.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. AT&T OHIO's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which Intrado requests AT&T OHIO to perform work not required by Section 2.15.1, Intrado shall be charged a market-based rate for any such work.

2.15.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.15 apply only in situations where each of the following is met:

2.15.5.1 it is technically feasible, including that network reliability and security would not be impaired;

2.15.5.2 AT&T OHIO's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

2.15.5.3 AT&T OHIO would not be placed at a disadvantage in operating its own network;

2.15.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with AT&T OHIO's network; and

2.15.5.5 Intrado is

2.15.5.5.1 unable to make the combination itself; or

2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if AT&T OHIO informs Intrado of such need to combine.

2.15.6 For purposes of Section 2.15.5.5 and without limiting other instances in which Intrado may be able to make a combination itself, Intrado is deemed able to make a combination itself when the Lawful UNE(s) sought to be combined are available to Intrado, including without limitation:

2.15.6.1 at an AT&T OHIO premises where Intrado is physically collocated or has an on-site adjacent collocation arrangement;

2.15.6.2 Intentionally Omitted.

2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by AT&T OHIO to Intrado. Thereafter, AT&T OHIO may invoke Section 2.15.5.5 with respect to any request for a combination involving Lawful UNEs.

2.16 Conversion of Wholesale Services to Lawful UNEs

2.16.1 Upon request, AT&T OHIO shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to Intrado under terms and

conditions set forth in this Appendix, so long as Intrado and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful 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.)

2.16.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, AT&T OHIO will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.16.3 Except as agreed to by the Parties or otherwise provided hereunder, AT&T OHIO shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. AT&T OHIO may charge applicable service order charges and record change charges.

2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix.

2.16.5 If Intrado does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, Intrado shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent Intrado fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), AT&T OHIO may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to Intrado.

2.16.5.1 This Section 2.16.5 applies to any Lawful UNE or combination of Lawful UNEs, including whether or not such Lawful UNE or combination of Lawful UNEs had been previously converted from an AT&T OHIO service.

2.16.5.2 AT&T OHIO may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.

2.16.6 In requesting a conversion of an AT&T OHIO service, Intrado must follow the guidelines and ordering requirements provided by AT&T OHIO that are applicable to converting the particular AT&T OHIO service sought to be converted.

2.16.7 Nothing contained in this Appendix or Agreement provides Intrado with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects AT&T OHIO's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

2.17 Commingling

2.17.1 "Commingling" means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNEs, to one or more facilities or services that Intrado has obtained at wholesale from AT&T OHIO, or the combining of a Lawful UNE, or a combination of Lawful UNEs, with one or more such facilities or services. "Commingle" means the act of commingling.

2.17.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an AT&T OHIO offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3).

2.17.1.3 Commingling is not permitted, nor is AT&T OHIO required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair AT&T OHIO's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place AT&T OHIO at a disadvantage in operating

its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with AT&T OHIO's network.

2.17.1.4 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T OHIO will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.17.1.5 Any commingling obligation is limited solely to commingling of one or more facilities or services that Intrado has obtained at wholesale from AT&T OHIO with Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that AT&T OHIO might offer pursuant to Section 271 of the Act.

2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, AT&T OHIO shall permit Intrado to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from AT&T OHIO to the extent required by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.

2.17.3 Upon request, and subject to this Section 2, AT&T OHIO shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that Intrado has obtained at wholesale from AT&T OHIO (as well as requests where Intrado also wants AT&T OHIO to complete the actual Commingling), except that AT&T OHIO shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 2.17.1.3 applies to the Commingled Arrangement sought by Intrado; or (ii) Intrado is able to perform those functions itself. Where Intrado is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, AT&T OHIO's obligation to commingle ceases if AT&T OHIO informs Intrado of such need to Commingle.

2.17.3.1 For purposes of Section 2.17.3 and without limiting other instances in which Intrado may be able to Commingle for itself, Intrado is deemed able to Commingle for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from AT&T OHIO are available to Intrado, including without limitation:

2.17.3.1.1 at an AT&T OHIO central office where Intrado is physically collocated or has an on-site adjacent collocation arrangement;

2.17.3.1.2 Intentionally Omitted.

2.17.3.2 Section 2.17.3(ii) shall only begin to apply thirty (30) days after notice by AT&T OHIO to Intrado. Thereafter, AT&T OHIO may invoke Section 2.17.3(ii) with respect to any request for Commingling.

2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by Intrado for AT&T OHIO to perform the functions necessary to Commingle (as well as requests where Intrado also wants AT&T OHIO to complete the actual Commingling), shall be made by Intrado in accordance with this Agreement.

2.17.4.1 AT&T OHIO is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC Online." Once that list is included in the CLEC Handbook or posted, whichever is earlier, Intrado will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.

2.17.4.2 Any Intrado request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, Intrado must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that Intrado has obtained at wholesale from AT&T OHIO sought to be Commingled and the needed location(s), the

order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them.

2.17.4.2.1 In addition to any other applicable charges, Intrado shall be charged a reasonable fee for any Commingling work done by AT&T OHIO under this Section 2.17 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. AT&T OHIO's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which Intrado requests AT&T OHIO to perform work not required by this Section 2.17.4, Intrado shall be charged a market-based rate for any such work.

2.17.4.3 AT&T OHIO shall charge the appropriate non-recurring rates as set forth in the pricing schedule(s) applicable to the Lawful UNEs (or Lawful UNE combinations) that are Commingled on a Lawful UNE-by-Lawful UNE basis, and for the facilities and services that are Commingled (under this Section 2) on a facility-by-facility, service-by-service basis, including without limitation for the type of service and activity being requested to create the Commingled Arrangement.

2.17.5 AT&T OHIO shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. AT&T OHIO shall charge the rates for Lawful UNEs (or Lawful UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.

2.17.6 Nothing in this Agreement shall impose any obligation on AT&T OHIO to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit Intrado to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The preceding includes without limitation that AT&T OHIO shall not be obligated to Commingle network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes. If Intrado does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, Intrado shall not request such Commingled Arrangement or continue using such Commingled Arrangement.

2.17.7 In the event that Commingling also involves AT&T OHIO performing the functions necessary to combine Lawful UNEs (e.g., make a new combination of Lawful UNEs), including making the actual Lawful UNE combination, then Section 2.16 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.

2.17.8 Subject to this 2.17, AT&T OHIO shall not deny access to a Lawful UNE or a combination of Lawful UNEs on the grounds that one or more of the Lawful UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from AT&T OHIO.

2.17.9 Commingling in its entirety (including its definition, the ability of Intrado to Commingle, AT&T OHIO's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass AT&T OHIO offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3).

2.18 Mandatory Eligibility Criteria for Access to Certain Lawful UNEs

2.18.1 Except as provided below in this Section 2.18 or elsewhere in the Agreement and subject to this Section and Section 2.16, Conversion of Wholesale Services to UNEs, of this Appendix, AT&T OHIO shall provide access to UNEs and combinations of UNEs without regard to whether Intrado

seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.

2.18.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix (*e.g.*, the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by Intrado at such a Intrado collocation arrangement via a cross-connect).

2.18.2 AT&T OHIO is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) 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 (collectively, the "Included Arrangements"), unless Intrado certifies that all of the following conditions are met with respect to the arrangement being sought:

2.18.2.1 Intrado (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

2.18.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

2.18.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an AT&T OHIO local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, Intrado will provide the corresponding Local Telephone Number(s) as part of the required certification); and

2.18.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and

2.18.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and

2.18.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE; and

2.18.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix Lawful UNE; and

2.18.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, Intrado will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix; and

2.18.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, AT&T OHIO shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by Intrado, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE. Section 2.18.2 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in that Section, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 2.18.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or otherwise), and irrespective of the placement or sequence of them.

2.18.3 A collocation arrangement meets the requirements of Section 2.18 of this Appendix Lawful UNE if it is:

2.18.3.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T OHIO's premises within the same LATA as the End User's premises, when AT&T OHIO is not the collocator; or

2.18.3.2 Located at a third party's premises within the same LATA as the End User's premises, when AT&T OHIO is the collocator.

2.18.4 An interconnection trunk meets the requirements of Sections 2.18.2.2.5 and 2.18.2.2.6 of this Appendix Lawful UNE if Intrado will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.

2.18.5 For a new circuit to which Section 2.18.2 applies, Intrado may initiate the ordering process if Intrado certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.18.2.2.1 and Section 2.18.2.2.3, respectively. In such case, Intrado shall satisfy Section 2.18.2.2.1 and/or Section 2.18.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after AT&T OHIO provisions such new circuit. Intrado must provide AT&T OHIO with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.

2.18.5.1 Section 2.18.5 does not apply to existing circuits to which Section 2.18.2 applies, including conversions or migrations (e.g., Intrado shall not be excused from meeting the Section 2.18.2.2.1 and Section 2.18.2.2.3 requirements for existing circuits at the time it initiates the ordering process).

2.18.6 Intrado hereby agrees that by submitting an order to AT&T OHIO for an Included Arrangement (whether new, as a result of a requested conversion, or otherwise), Intrado is certifying that it meets and will continue to meet the requirements of Section 2.18 as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification. and certification-by-order shall not diminish or otherwise affect Intrado's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section 2.18.

2.18.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), Intrado shall update such certification promptly with AT&T OHIO.

2.18.7 In addition to any other audit rights provided for this Agreement and those allowed by law, AT&T OHIO may obtain and pay for an independent auditor to audit Intrado, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.18. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon AT&T OHIO's written notice that an audit will be performed for that State, subject to Section 2.18.7.4 of this Section.

2.18.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding Intrado's compliance with the qualifying service eligibility criteria.

2.18.7.2 The independent auditor's report will conclude whether Intrado complied in all material respects with this Section 2.18.

2.18.7.3 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.

2.18.7.4 To the extent the independent auditor's report concludes that Intrado failed to comply with this Section 2.18, Intrado must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), Intrado must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and AT&T OHIO may initiate and affect such a conversion on its own without any further consent by Intrado), and Intrado shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T OHIO. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which Intrado does not meet the conditions set forth in this Section 2.18 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, *e.g.*, AT&T OHIO shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

2.18.7.4.1 To the extent that the independent auditor's report concludes that Intrado failed to comply in all material respects with this Section 2.18, Intrado must reimburse AT&T OHIO for the cost of the independent auditor and for AT&T OHIO's costs in the same manner and using the same methodology and rates that AT&T OHIO is required to pay Intrado's costs under Section 2.18.7.4.2.

2.18.7.4.2 To the extent the independent auditor's report concludes that Intrado complied in all material respects with this Section 2.18, AT&T OHIO must reimburse Intrado for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

2.18.7.5 Intrado will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.

2.18.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, Intrado shall fully comply with this Section 2.18 in all cases and, further, the failure of AT&T OHIO to require such compliance, including if AT&T OHIO provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.18, shall not act as a waiver of any part of this Section, and

estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.19 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, AT&T OHIO will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.20 AT&T OHIO will combine Lawful UNEs, combine Lawful UNE(s) with network elements possessed by Intrado, and/or Commingle only as set forth in this Appendix Lawful UNEs.

2.21 The Parties intend that this Appendix Lawful UNEs contains the sole and exclusive terms and conditions by which Intrado will obtain Lawful UNEs from AT&T OHIO. Accordingly, except as may be specifically permitted by this Appendix Lawful UNEs, and then only to the extent permitted, Intrado and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by Intrado, or pursuant to Commingling or otherwise) directly from any AT&T OHIO tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T OHIO to enforce the foregoing (including if AT&T OHIO fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T OHIO may either reject any such order submitted under tariff, or without the need for any further contact with or consent from Intrado, AT&T OHIO may process any such order as being submitted under this Appendix Lawful UNEs and, further, may convert any element provided under tariff, to this Appendix Lawful UNEs, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by Intrado.

3. ACCESS TO LAWFUL UNE CONNECTION METHODS

3.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T OHIO shall provide Access to Lawful UNE without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 In the AT&T OHIO premises where Intrado is Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated (see Physical and Virtual Collocation Appendices) AT&T OHIO will extend AT&T OHIO Lawful UNEs via-cross connects to Intrado's Physical or Virtual Collocation Point of Termination (POT), within the same AT&T OHIO premises where the Lawful UNEs are located.

3.1.2 Intrado shall be responsible for initial testing and trouble sectionalization of facilities containing Intrado installed cross connects.

3.1.3 Intrado shall refer trouble sectionalized in the AT&T OHIO Lawful UNE to AT&T OHIO.

3.1.4 Prior to AT&T OHIO providing access to Lawful UNEs under this Appendix, Intrado and AT&T OHIO shall provide each other with a point of contact for overall coordination.

3.1.5 Intrado shall designate each Lawful UNE being ordered from AT&T OHIO. Intrado shall provide an interface to receive assignment information from AT&T OHIO regarding location of the affected Lawful UNEs. This interface may be manual or mechanized.

3.1.6 AT&T OHIO will provide Intrado with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AT&T OHIO shall be referred to such contact numbers.

3.2 Any other method may be requested by the BonaFide Request Process outlined in Section 6 below.

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6. BONA FIDE REQUEST

6.1 Subject to Section 2, AT&T OHIO shall process BFR requests under the following terms and conditions in this subsection.

6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the AT&T OHIO Territory. If Intrado submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 6 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by AT&T OHIO.

6.3 Item I

AT&T OHIO Bona Fide Request Process

6.3.1 A Bona Fide Request ("BFR") is the process by which Intrado may request AT&T OHIO to provide Intrado access to an additional or new, undefined Lawful UNE, Lawful UNE Combination and/or Lawful Commingling requests that constitute or involve a Lawful UNE required to be provided by AT&T OHIO but that is not available under this Agreement at the time of Intrado's request.

6.3.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application Intrado shall provide a technical description of each requested Lawful UNE, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

6.3.4 Intrado is responsible for all costs incurred by AT&T OHIO to review, analyze and process a BFR. When submitting a BFR Application Form, Intrado has two options to compensate AT&T OHIO for its costs incurred to complete the Preliminary Analysis of the BFR:

6.3.4.1 Include with its BFR Application Form a $2,000 deposit to cover AT&T OHIO's preliminary evaluation costs, in which case AT&T OHIO may not charge Intrado in excess of $2,000 to complete the Preliminary Analysis; or

6.3.4.2 Not make the $2,000 deposit, in which case Intrado shall be responsible for all preliminary evaluation costs incurred by AT&T OHIO to complete the preliminary Analysis (regardless of whether such costs are greater or less than $2,000).

6.3.5 If Intrado submits a $2,000 deposit with its BFR, and AT&T OHIO is not able to process the Request or determines that the Request does not qualify for BFR treatment, then AT&T OHIO will return the $2,000 deposit to Intrado. 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 Intrado, either be refunded or credited toward additional developmental costs authorized by Intrado.

6.3.6 Upon written notice, Intrado may cancel a BFR at any time, but will pay AT&T OHIO its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AT&T OHIO received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a $2,000 deposit has been made by Intrado, and the reasonable and demonstrable costs are less than $2,000, the remaining balance of the deposit will be, at the option of Intrado, either returned to Intrado or credited toward additional developmental costs authorized by Intrado.

6.3.7 AT&T OHIO will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt AT&T OHIO will acknowledge receipt of the BFR and in such acknowledgement advice Intrado of the need for any further information needed to process the Request. Intrado

acknowledges that the time intervals set forth in this Appendix begins once AT&T OHIO has received a complete and accurate BFR Application Form and, if applicable, $2,000 deposit.

6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR AT&T OHIO will provide to Intrado a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that AT&T OHIO will offer the Request to Intrado or (ii) advise Intrado that AT&T OHIO will not offer the Request. If AT&T OHIO indicates it will not offer the Request, AT&T OHIO will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: (i) access to the Request is not technically feasible, (ii) that the Request is not for a Lawful UNE, or is otherwise not required to be provided by AT&T OHIO under the Act and/or, (iii) that the BFR is not the correct process for the request.

6.3.9 If the Preliminary Analysis indicates that AT&T OHIO will offer the Request, Intrado may, at its discretion, provide written authorization for AT&T OHIO to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. Intrado's written authorization to develop the BFR Quote must be received by AT&T OHIO within thirty (30) calendar days of Intrado's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and Intrado will pay to AT&T OHIO all demonstrable costs as set forth above. Any request by Intrado for AT&T OHIO to proceed with a Request received after the thirty (30) calendar day window will require Intrado to submit a new BFR.

6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, AT&T OHIO shall provide to Intrado a BFR Quote.

6.3.11 Within thirty (30) calendar days of its receipt of the BFR Quote, Intrado must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse AT&T OHIO for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If AT&T OHIO does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. Intrado shall be responsible to reimburse AT&T OHIO for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by Intrado).

6.3.12 Unless Intrado agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

6.3.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forth in the General Terms and Conditions section of this Agreement.

6.4 Intentionally Omitted.

6.5 Intentionally Omitted.

7. NETWORK INTERFACE DEVICE

7.1 Subject to Section 2 of this Appendix Lawful UNE, AT&T OHIO shall provide Lawful UNE Network Interface Device under the following terms and conditions in this subsection.

7.2 The Lawful UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to AT&T OHIO's distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the Lawful UNE 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 Lawful UNE 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, AT&T OHIO offers nondiscriminatory access to the Lawful UNE NID on an unbundled basis to Intrado for the provision of a Telecommunications Service. Intrado access to the Lawful UNE NID is offered as specified below (AT&T OHIO).

7.3 AT&T OHIO will permit Intrado to connect its local loop facilities to End Users' premises wiring through AT&T OHIO's Lawful UNE NID, or at any other technically feasible point.

7.4 Intrado may connect to the End User's premises wiring through the AT&T OHIO Lawful UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the Lawful UNE NID required by Intrado will be performed by AT&T OHIO based on Time and Material charges. AT&T OHIO, at the request of Intrado, will disconnect the AT&T OHIO local loop from the Lawful UNE NID, at charges reflected in the state specific Appendix Pricing.

7.5 With respect to multiple dwelling units or multiple-unit business premises, Intrado will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T OHIO's Lawful UNE NID where necessary.

7.6 The AT&T OHIO Lawful UNE NIDs that Intrado uses under this Appendix will be existing Lawful UNE NIDs installed by AT&T OHIO to serve its End Users.

7.7 Intrado shall not attach to or disconnect AT&T OHIO's ground. Intrado shall not cut or disconnect AT&T OHIO's loop from the Lawful UNE NID and/or its protector. Intrado shall not cut any other leads in the Lawful UNE NID.

7.8 Intrado, who has constructed its own NID at a premises and needs only to make contact with AT&T OHIO's Lawful UNE NID, can disconnect the End User's wiring from AT&T OHIO's Lawful UNE NID and reconnect it to Intrado's NID.

7.9 If Intrado requests a different type of Lawful UNE NID not included with the loop, AT&T OHIO will consider the requested type of Lawful UNE NID to be facilitated via the Bona Fide Request (BFR) Process.

8. LAWFUL UNE LOCAL LOOP

8.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T OHIO shall provide Lawful UNE Local Loop under the following terms and conditions in this subsection.

8.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an AT&T OHIO Central Office and the loop demarcation point at an End User premises. Therefore, consistent with the applicable FCC rules, AT&T OHIO will make available the Lawful UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T OHIO Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that AT&T OHIO shall not be obligated to provision any of the Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE 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 AT&T OHIO. The Lawful UNE Local Loop 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 Intrado requested line conditioning (subject to applicable charges in Appendix Pricing). The Lawful UNE Local Loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [*e.g.*, DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at Intrado request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), Lawful UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.4.4.1) and Lawful UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.5.4.1), where such loops are deployed and available in AT&T OHIO wire centers. Intrado agrees to operate each loop type within applicable technical standards and parameters.

8.2.1 When a Lawful UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and Intrado's End User. Therefore, any request by Intrado for a Lawful UNE Local Loop to a high voltage area will be submitted by Intrado to AT&T OHIO via the BFR process set forth in Section 6 hereinabove and Intrado shall be required to pay AT&T OHIO for any HVPE that is provisioned by AT&T OHIO to Intrado in connection with Intrado's Lawful UNE Local Loop order to the high voltage area.

8.3 The following types of Lawful UNE Local Loops will be provided at the rates, terms, and conditions set forth in this Appendix (AT&T OHIO) and in the state specific Appendix Pricing (AT&T OHIO):

8.3.1 2-Wire Analog Loop

8.3.1.1 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.

8.3.1.2 If Intrado requests one or more Lawful UNE loops serviced by Integrated Digital Loop Carrier (IDLC) AT&T OHIO will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier Lawful UNE loop at no additional charge to Intrado. If, however, no spare Lawful UNE loop is available, as defined above, AT&T OHIO will within two (2) business days of Intrado's request, notify Intrado of the lack of available facilities.

8.3.2 4-Wire Analog Loop

8.3.2.1 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.

8.3.3 2-Wire Digital Loop

8.3.3.1 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, including overhead.

8.3.4 DS1 Digital Loop

8.3.4.1 A DS1 Digital Loop (DS1) is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 Digital Loop supports usable bandwidth up to 1.544 Mbps.

8.3.4.2 DS1 Lawful UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.4.3 The procedures set forth in Section 8.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

8.3.4.4 DS1 Loop "Caps"

8.3.4.4.1 AT&T OHIO is not obligated to provide to Intrado more than ten (10) DS1 Lawful UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, Intrado may not order or otherwise obtain, and Intrado will cease ordering unbundled DS1 Loops once Intrado has already obtained ten DS1 Lawful UNE Loops at the same building. If, notwithstanding this Section, Intrado submits such an order, at AT&T OHIO's option it may accept the order, but convert any requested DS1 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to Intrado for such DS1 Loop(s) as of the date of provisioning.

8.3.5 DS3 Digital Loop

8.3.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the AT&T OHIO Central Office to the end user premises.

8.3.5.2 DS3 Lawful UNE loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.5.3 The procedures set forth in Section 8.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

8.3.5.4 DS3 Loop "Caps"

8.3.5.4.1 AT&T OHIO is not obligated to provide to Intrado more than one (1) DS3 Lawful UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, Intrado may not order or otherwise obtain, and Intrado will cease ordering unbundled DS3 Loops once Intrado has already obtained one DS3 Lawful UNE loop to the same building. If, notwithstanding this Section, Intrado submits such an order, at AT&T OHIO's option it may accept the order, but convert any requested DS3 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to Intrado for such DS3 Loop(s) as of the date of provisioning.

8.4 Declassification Procedure

8.4.1 DS1. Subject to the cap described in Section 8.3.4.4.1, AT&T OHIO shall provide Intrado with access to a DS1 Lawful UNE Digital Loop, where available, to any building ***not*** served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, Intrado may not order or otherwise obtain, and Intrado will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

8.4.2 DS3. Subject to the cap described in Section 8.3.5.4.1, AT&T OHIO shall provide Intrado with access to a DS3 Lawful UNE Digital Loop, where available, to any building ***not*** served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as Lawful UNEs under this Agreement. Accordingly, Intrado may not order or otherwise obtain, and Intrado will cease ordering DS3 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

8.4.3 Effect on Embedded Base. Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by Intrado as Lawful UNEs under this Agreement, AT&T OHIO will provide written notice to Intrado of such Declassification, and proceed in accordance with Section 2.5.

8.4.3.1 Products provided by AT&T OHIO in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Loops are Declassified.

8.4.4 The Parties agree that activity by AT&T OHIO under this Section 8.4 shall not be subject to the Network Disclosure Rules.

8.5 Routine Network Modifications – Lawful UNE Local Loops

8.5.1 AT&T OHIO shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. AT&T OHIO shall perform routine network modifications to Lawful UNE

Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.5.2 A routine network modification is an activity that AT&T OHIO regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of existing 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 retail customers, under the same conditions and in the same manner that AT&T OHIO does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. AT&T OHIO will place drops in the same manner as it does for its own customers.

8.5.3 Routine network modifications do not include constructing new Lawful UNE Loops; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; removing or reconfiguring packetized transmission facility. AT&T OHIO is not obligated to perform those activities for a requesting telecommunications carrier.

8.5.4 AT&T OHIO shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T OHIO's retail customers.

8.5.5 AT&T OHIO has no obligation to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.

8.5.6 Notwithstanding anything to the contrary herein, AT&T OHIO's obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and do not apply to FTTH loops or FTTC loops.

8.5.7 AT&T OHIO shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T OHIO), and in the state specific Appendix Pricing (AT&T OHIO). AT&T OHIO will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T OHIO is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on Intrado on an ICB basis for all AT&T OHIO include, but are not limited to,: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.

8.6 Lawful UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2.16 of this Appendix.

8.7 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to Intrado in the AT&T OHIO states in those instances where Intrado has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 9, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in this Section 9, the subloop provisions set forth in Section 9 shall control.

9. LAWFUL UNE SUBLOOPS

9.1 Subject to the other terms and conditions of this Appendix, AT&T OHIO shall provide Lawful UNE Subloops under the following terms and conditions in this subsection.

9.2 AT&T OHIO will provide copper Lawful UNE Subloops as set forth in this Appendix. Other than as specifically set out elsewhere in this Agreement.

9.2.1 A Lawful UNE Subloop is a smaller included segment of AT&T OHIO's Lawful UNE local loop plant, i.e., a portion of the Lawful UNE Loop from some technically accessible terminal beyond AT&T OHIO's central office and the network demarcation point, including that portion of the Lawful UNE Loop, if any, which AT&T OHIO's owns and controls inside the End User premises.

9.3 Definitions Pertaining to the Lawful UNE Subloop

9 3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.

9.3.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

9.3.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

9.3.4 "Digital Lawful UNE Subloop" may be deployed on non-loaded copper cable pairs of either 2 Wire or 4 Wire facilities. Where AT&T uses channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps Lawful UNE Subloop transport in a Multi Tenant Environment (MTE), such facilities will be unbundled as part of AT&T's MTE Sub Loop offering. AT&T OHIO is not required to provide Subloop Dark Fiber on an unbundled basis.

9 3.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.

9.3.6 "MTE" for the purpose of Term To NID Lawful UNE Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.

9.3.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

9.3.8 "SAI/FDI-to-Term Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to an accessible terminal.

9 3.9 "SAI/FDI-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an end user's premise.

9.3.10 "SPOI" is defined as a Single Point of Interconnection. At the request of Intrado, and subject to charges, AT&T OHIO will construct a SPOI only to those multiunit premises where AT&T OHIO has distribution facilities to the premises and AT&T OHIO either owns, controls, or leases the inside wire, if any, at such premises. If AT&T OHIO has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. AT&T OHIO's obligation to build a SPOI for multiunit premises only arises when Intrado indicates that it will place an order for a Lawful UNE Subloop via a SPOI.

9.3.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

9.3.12 "Term-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).

9.4 AT&T OHIO will offer the following Lawful UNE Subloop types:

9.4.1 2-Wire Analog Lawful UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

9.4.2 4-Wire Analog Lawful UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

9.4.3 Lawful UNE xDSL Subloop is as defined in the xDSL and Line Splitting Appendix and will be available to Intrado in the AT&T OHIO states in those instances where Intrado has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the Lawful UNE xDSL Subloop is subject to the Lawful UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Appendix, the Lawful UNE subloop provisions set forth in this Appendix shall control.

9.4.4 As no other type of Subloop constitutes a Lawful UNE subloop, AT&T OHIO is not obligated under this Section 251/252 Agreement to provide any other type of subloop. Intrado shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if Intrado requests and AT&T OHIO provides a subloop(s) that is not described or provided for in this Agreement, AT&T OHIO may, at any time, even after the subloop(s) has been provided to Intrado, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to Intrado. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T OHIO to refuse to provide, including if AT&T OHIO provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by Intrado, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

9.5 Intentionally Left Blank.

9.6 Lawful UNE Subloops are provided "as is" unless Intrado requests loop conditioning on Lawful UNE xDSL Subloops for the purpose of offering advanced services. Lawful UNE xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

9.7 If a Term to NID Lawful UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that Lawful UNE Subloop, and such Lawful UNE Subloop has been determined to be a non-defective pair, then that Lawful UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.

9.8 Copper Lawful UNE Subloops

9.8.1 Access to terminals for copper Lawful UNE Subloops is defined to include:

- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Terminal (underground or aerial).

9.9 Intrado may request access to the following copper Lawful UNE Subloop segments:

FROM:	TO:
1. Serving Area Interface or Feeder Distribution Interface	Terminal
2. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
3. Terminal	Network Interface Device
4. NID	Stand Alone
5. SPOI (Single Point of Interface)	Terminal
6. SPOI (Single Point of Interface)	Terminal

9.10 Provisioning

9.10.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE Subloop circuit(s).

9.10.2 Spare Lawful UNE Subloop(s) will be assigned to Intrado only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

9.11 Maintenance

9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE Subloop from the AT&T OHIO switch/testing equipment will be lost.

9 11.2 Intrado shall isolate trouble to the AT&T OHIO Lawful UNE Subloop portion of Intrado's service before reporting trouble to AT&T OHIO.

9.11.3 AT&T OHIO shall charge Intrado a Maintenance of Service Charge (MSC) when Intrado dispatches AT&T OHIO on a trouble report and the fault is determined to be in Intrado's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

9.11.4 Once all Lawful UNE Subloop access arrangements have been completed and balance of payment due AT&T OHIO is received, Intrado may place a LSR for Subloops at this location. Prices at which AT&T OHIO agrees to provide Intrado with Lawful UNE Subloops are contained in the state specific Appendix Pricing.

9.11.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where Intrado has a SAA, AT&T OHIO repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should Intrado cabling require replacement, AT&T OHIO will provide prompt notification to Intrado for Intrado to provide the replacement cable to be terminated as necessary.

9.12 Lawful UNE Subloop Access Arrangements

9.12.1 Prior to ordering Lawful UNE Subloop facilities, Intrado will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T OHIO Lawful UNE Subloop network.

9.12.2 The space available for collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. Intrado will initiate an SCA by submitting a Lawful UNE Subloop Access Arrangement Application.

9 12.3 Upon receipt of a complete and correct application, AT&T OHIO will provide to Intrado within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When Intrado submits a request to provide a written estimate for Lawful UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.

9.12.4 The assignment of Lawful UNE Subloop 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 Lawful UNE Subloop facilities.

9.12.5 Subloop inquiries do not serve to reserve Lawful UNE Subloops.

9.12.6 Several options exist for Collocation or Lawful UNE Subloop Access 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.

9.12.7 Intrado will be responsible for obtaining rights of way from owners of property where AT&T OHIO has placed the equipment necessary for the SAA prior to submitting the request for SCA.

9.12.8 Prior to submitting the Lawful UNE Subloop Access Arrangement Application for SCA, Intrado should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both Intrado and ILEC to successfully implement Lawful UNE Subloops, should collocation, access to poles/conduits or rights of way be required.

9.12.9 Except as set forth below in this 9.12.9, construction of the Lawful UNE Subloop Access Arrangement shall be completed within 90 days of Intrado submitting to AT&T OHIO written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. AT&T OHIO will not begin any construction under the SCA until Intrado has provided proof that it has obtained necessary rights of way as defined in Section 9.12.7. In the event Intrado disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, AT&T OHIO will proceed with construction of the SAA upon receipt from Intrado of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by Intrado upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

9.12.10 Upon completion of the construction activity, Intrado will be allowed to test the installation with a AT&T OHIO technician. If Intrado desires test access to the SAA, Intrado should place its own test point in its cable prior to cable entry into AT&T OHIO's interconnection point.

9.12.11 A non-binding Intrado forecast shall be required as a part of the request for SAA. This will allow AT&T OHIO to properly engineer access to each SAI and to ensure AT&T OHIO does not provide more available terminations than Intrado expects to use.

9.12.12 In order to maximize the availability of terminations for Intrado, Intrado shall provide CFA for their Lawful UNE Subloop pairs utilizing the same 25-pair binder group. Intrado would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

9.12.13 Unused Intrado terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at Intrado's expense.

9.12.14 In the event Intrado elects to discontinue use of an existing SAA, or abandons such arrangement, Intrado shall pay AT&T OHIO for removal of their facilities from the SAA.

9.13 Lawful UNE Subloop Access Arrangement (SAA) Access Points

9.13.1 SAI/FDI, ECS, SPOI, or Terminal

9.13.1.1 Intrado cable to be terminated in a AT&T OHIO SAI/FDI, or Terminal, shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. Intrado's Aerial cables should be aircore.

9.13.1.2 Intrado may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that AT&T OHIO will terminate on available binding posts in the SAI/FDI or Terminal.

9.13.1.3 Intrado may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T OHIO will stub out a cable from the SAI/FDI or Terminal, which AT&T OHIO will splice to Intrado's cable at the meet point.

9.13.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.

9.14 Relocation of Existing ILEC/Intrado Facilities Involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID

9 14.1 AT&T OHIO shall notify Intrado of pending relocation as soon as AT&T OHIO receives such notice.

9 14.2 Intrado shall notify AT&T OHIO of its intentions to remain, or not, in the SAA by way of a new Lawful UNE Subloop Access Arrangement Application for a new SCA.

9 14.3 AT&T OHIO shall then provide Intrado an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the Intrado and AT&T OHIO engineer.

9.14.4 Intrado shall notify AT&T OHIO of acceptance or rejection of the new SCA within 10 business days of its receipt of AT&T OHIO's estimate.

9.14.5 Upon acceptance of the AT&T OHIO estimate, Intrado shall pay at least 50% of the relocation costs at the same time as they notify AT&T OHIO of their acceptance of estimate costs.

9.14.6 Should Intrado decide not to continue the SAA, Intrado will notify AT&T OHIO as to the date that AT&T OHIO may remove Intrado's facilities from that SAA. Intrado will pay AT&T OHIO for all costs associated with the removal of Intrado's SAA.

9.14.7 In the event that Intrado does not respond to AT&T OHIO in time to have their facilities relocated, AT&T OHIO shall move Intrado's facilities and submit a bill for payment to Intrado for the costs associated with the relocation. Should Intrado elect not pay this bill, then Intrado's facilities will be removed from the site upon 30 days notice to Intrado.

9.15 Establishment of Intermediary Box for Intrado Access to Term to NID MTE Lawful UNE Subloop Segment

9.15.1 As an alternative to the establishment of a Lawful UNE Subloop Access Arrangement in those instances where Intrado wishes to access/lease AT&T OHIO Term to NID Lawful UNE Subloop segments in order to serve its End Users at MTEs in AT&T OHIO ("Term to NID MTE Lawful UNE Subloop Segments"), Intrado may place, own and manage, for its own use, an intermediary box, which would provide Intrado with access to a Term to NID MTE Lawful UNE Subloop Segment cross-connect leased from AT&T OHIO within the intermediary box (in order to obtain access to AT&T OHIO Term to NID MTE Lawful UNE Subloop Segments). In the event Intrado wishes to access AT&T OHIO Term to NID MTE Lawful UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

9.15.1.1 Intrado would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. Intrado may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the AT&T terminal.

9.15.1.2 The intermediary box shall contain blocks that meet AT&T OHIO's published industry standards for the placement of services and facilities and should be labeled with Intrado's ACNA to enable the AT&T OHIO technician the ability to run jumper/cross connect from AT&T OHIO terminal to the intermediary box.

9.15.1.3 LEC agrees that the AT&T OHIO technician shall run the jumper/cross-connect from AT&T OHIO's serving terminal to Intrado's intermediary box, in order for Intrado to access AT&T OHIO Term to NID MTE Lawful UNE Subloop Segments in AT&T OHIO. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and Intrado's intermediary box.

9.15.1.4 Intrado must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Lawful UNE Subloop Segments from AT&T OHIO.

9.15.1.5 Following Intrado's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to AT&T OHIO associated with the intermediary box, Intrado would place orders and schedule activities related to access to the Term to NID MTE Lawful UNE Subloop Segment including, without limitation: transferring the End User's service from AT&T OHIO to Intrado, providing AT&T OHIO with CFA prior to ordering and the assigning of a specific Term to NID MTE Lawful UNE Subloop Segment(s).

9.15.1.6 The ordering procedures for the Term to NID MTE Lawful UNE Subloop Segment will be the same as those that apply to Lawful UNE Subloop today and shall be submitted to AT&T OHIO by Intrado via a Local Service Request ("LSR").

9.15.1.7 AT&T OHIO will upon receipt of the LSR from Intrado for a Term to NID MTE Lawful UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by Intrado on the LSR, from the AT&T OHIO terminal to Intrado's intermediary box. AT&T OHIO must have access to the intermediary box for completion of the order.

9.15.2 In connection with the MTE intermediary box for Intrado access to Term to NID MTE Lawful UNE Subloop Segments in AT&T OHIO only, Intrado may elect to lease from AT&T OHIO Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment." In the event Intrado wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from AT&T OHIO in lieu of AT&T OHIO's standard Term to NID Lawful UNE Subloop segment addressed in this 9.15.2, Intrado understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment.

9.16 Establishment of Term to NID MTE Lawful UNE Subloop Segment When No Intermediary Box is Installed

9.16.1 In those instances where Intrado elects not to install an intermediary box or to have AT&T OHIO install an intermediary box pursuant to the SAA process outlined herein above, Intrado may still lease from AT&T OHIO Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment". In the event Intrado wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from AT&T OHIO in lieu of AT&T OHIO's standard Term to NID Lawful UNE Subloop segment addressed in Section 9.15.2 above, Intrado understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment. In such cases, AT&T OHIO will provide Intrado with access to the Term To NID MTE Lawful UNE Subloop via a cross connect. The AT&T technician will tag appropriately and will leave up to two feet of exposed wire at AT&T OHIO's terminal. The cross connect would then be terminated by Intrado's technician in Intrado's terminal, at a time of Intrado's own choosing. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and Intrado's terminal.

9.16.2 If Intrado elects this option to obtain access to the Term To NID Lawful UNE Subloop in an MTE Environment, neither the AT&T OHIO SAA process nor the intermediary box option would be required. Because Intrado would have full responsibility for terminating the AT&T OHIO cross-connect, AT&T OHIO could not require any CFA information from Intrado.

10. ENGINEERING CONTROLLED SPLICE (ECS)

10.1 Subject to the other terms and conditions of this Appendix, AT&T OHIO shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.

10.2 AT&T OHIO will also make available an Engineering Controlled Splice (ECS), which will be owned by AT&T OHIO, for Intrado to gain access to Lawful UNE Subloops at or near remote terminals.

10.3 The ECS shall be made available for Lawful UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

10.3.1 Intrado requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that AT&T OHIO will construct any Lawful UNE Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If AT&T OHIO elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, Intrado will not be liable for such extra costs.

10.3.2 Intrado shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if AT&T OHIO places more pairs at the splice.

10.3.3 Although AT&T OHIO will construct the engineering controlled splice, the ECS maybe owned by AT&T OHIO or Intrado (depending on the specific arrangement) at the option of AT&T OHIO.

10.3.4 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.

10.3.5 AT&T OHIO may require a separate SCA for each remote terminal site.

10.3.6 Except as set forth below in this Section 10.3.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE Subloop is to be provisioned by AT&T OHIO. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. AT&T OHIO will not begin any construction of the ECS until Intrado has provided proof that it has obtained the necessary rights of way as defined in Section 9.12.7. In the event Intrado disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, AT&T OHIO will proceed with construction of the ECS upon receipt from Intrado of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by Intrado upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

10.4 Intrado will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

10.4.1 Dedicated Facility Option (DFO)

10.4.1.1 Intrado may request AT&T OHIO splice the existing cabling between the ECS and the SAI to Intrado's SAA facility. This facility will be "dedicated" to Intrado for subsequent Lawful UNE Subloop orders.

10.4.1.2 Intrado must designate the quantity of Lawful UNE Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.

10.4.1.3 Intrado will compensate AT&T OHIO for each of the dedicated Lawful UNE Subloop facilities, based on recurring Lawful UNE Subloop charges, for the quantity of Lawful UNE Subloops dedicated to Intrado between the ECS and the SAI.

10.4.2 Cross-connected Facility Option (CFO)

10.4.2.1 Intrado may request AT&T OHIO build an ECS cross-connect junction on which to terminate Intrado's SAA facility.

10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T OHIO cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T OHIO cabling.

10.4.2.3 Intrado must designate the quantity of Lawful UNE Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

10.4.2.4 Intrado will compensate AT&T OHIO for the charges incurred by AT&T OHIO derived from Intrado's request for the SCA.

10.5 The introduction of an ECS creates the following additional copper Lawful UNE Subloop segments:

	FROM:	TO:
1.	ECS	Serving Area Interface or Feeder Distribution Interface
2.	ECS	Terminal
3.	ECS	NID

11. RESERVED FOR FUTURE USE

12. RESERVED FOR FUTURE USE

13. DS1 AND DS3 DEDICATED TRANSPORT

13.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T OHIO shall provide Lawful UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.

13.2 For purposes of this Agreement, the following definitions apply:

13.2.1 "Dedicated Transport" is defined as AT&T OHIO interoffice transmission facilities between wire centers or switches owned by AT&T OHIO, or between wire centers or switches owned by AT&T OHIO and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier.

13.2.1.1 AT&T OHIO is not obligated to provide Intrado with unbundled access to Dedicated Transport that does not connect a pair of AT&T OHIO wire centers.

13.2.2 A "route" is defined as a transmission path between one of AT&T OHIO's wire centers or switches and another of AT&T OHIO's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

13.3 AT&T OHIO will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Lawful UNE DS1/DS3 Dedicated Transport.

13.3.1 Subject to the caps set forth in Sections 13.3.5 and 13.3.6, Lawful UNE DS1/DS3 Dedicated Transport will be provided only where such facilities exist at the time of Intrado's request, and only over routes that are not or have not been Declassified.

13.3.2 Intentionally Omitted.

13.3.3 AT&T OHIO will provide Lawful UNE DS1 and DS3 Transport to Intrado only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

13.3.4 Lawful UNE DS1 and DS3 Transport includes, as follows:

13.3.4.1 Multiplexing – an option ordered in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Lawful UNE DS1 or DS3 Dedicated Transport.

13.3.4.2 Other Optional features are outlined in Appendix Pricing.

13.3.5 DS3 Transport "Caps"

13.3.5.1 AT&T OHIO is not obligated to provide to Intrado more than twelve(12) DS3 Lawful UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, Intrado may not order or otherwise obtain, and Intrado will cease ordering unbundled DS3 Dedicated Transport once Intrado has already obtained twelve DS3 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, Intrado submits such an order, at AT&T OHIO's option it may accept the order, but convert any requested DS3 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to Intrado for such DS3 Dedicated Transport circuits as of the date of provisioning.

13.3.6 DS1 Transport "Caps"

13.3.6.1 AT&T OHIO is not obligated to provide to Intrado more than ten (10) DS1 Lawful UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, Intrado may not order or otherwise obtain, and Intrado will cease ordering unbundled DS1 Dedicated Transport once Intrado has already obtained ten DS1 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, Intrado submits such an order, at AT&T OHIO's option it may accept the order, but convert any requested DS1 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to Intrado for such DS1 Dedicated Transport circuits as of the date of provisioning

13.4 Diversity

13.4.1 When requested by Intrado, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of Intrado's request, Physical diversity shall be provided for Lawful UNE Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 AT&T OHIO shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by Intrado shall be subject to additional charges. When additional costs are incurred by AT&T OHIO for Intrado specific diversity, AT&T OHIO will advise Intrado of the applicable additional charges. AT&T OHIO will not process the request for diversity until Intrado accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until Intrado accepts the additional charges.

13.5 Declassification Procedure

13.5.1 Wire Center "Tiers" -- For purposes of this Section 13.5 (and Section 14 related to Dark Fiber), wire centers are classified into three "tiers," as follows:

(i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by Intrados. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

(ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

(iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

13.5.2 DS1 Transport Declassification

13.5.2.1 Subject to the cap described in Section 13.3.6, AT&T OHIO shall provide Intrado with access to Lawful UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such AT&T OHIO must provide Lawful UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, Intrado may not order or otherwise obtain, and Intrado will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).

13.5.3 DS3 Transport Declassification

13.5.3.1 Subject to the cap described in Section 13.3.5, AT&T OHIO shall provide Intrado with access to Lawful UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such AT&T OHIO must provide Lawful UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, Intrado may not order or otherwise obtain, and Intrado will cease ordering DS3 Lawful UNE Dedicated Transport on such route(s).

13.5.4 Effect on Embedded Base. Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by Intrado as Lawful UNEs under this Agreement, AT&T OHIO will provide written notice to Intrado of such Declassification, and proceed in accordance with Section 2.5.

13.5.5 Products provided by AT&T OHIO in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Transport is Declassified.

13.6 The Parties agree that activity by AT&T OHIO under this Section 13.5 shall not be subject to the Network Disclosure Rules.

13.7 Routine Network Modifications – Lawful UNE Dedicated Transport

13.7.1 AT&T OHIO shall make routine network modifications to Lawful UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested Lawful UNE Dedicated Transport facilities have already been constructed. AT&T OHIO shall perform routine network modifications to Lawful UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

13.7.2 A routine network modification is an activity that AT&T OHIO regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable and deploying a multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and AT&T OHIO is not obligated to perform those activities for a requesting telecommunications carrier.

13.7.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T OHIO is not obligated to perform those activities for a requesting telecommunications carrier.

13.7.4 AT&T OHIO shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T OHIO's retail customers.

13.7.5 Notwithstanding anything to the contrary herein, AT&T OHIO's obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.

13.7.6 AT&T OHIO shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T OHIO), and in the state specific Appendix Pricing (AT&T OHIO). AT&T OHIO will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T OHIO is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on Intrado on an ICB basis for all AT&T OHIO include, but are not limited to,: (i) splicing. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications through applicable state commission proceedings.

14. DARK FIBER DEDICATED TRANSPORT

14.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T OHIO shall provide Lawful UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. AT&T OHIO is not required to provide Loop and/or Subloop Dark Fiber on an unbundled basis.

14.2 In AT&T OHIO, Dedicated Transport Dark Fiber is deployed, unlit optical fiber within AT&T OHIO's network. Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities.

14.3 Lawful UNE Dedicated Transport Dark Fiber

14.3.1 At dedicated transport dark fiber segments in routes that have not been Declassified, AT&T OHIO will provide a Lawful UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as AT&T OHIO dark fiber interoffice transmission facilities dedicated to Intrado that are within AT&T OHIO's network, connecting AT&T OHIO switches or wire centers within a LATA. AT&T OHIO is not obligated to provide Intrado with unbundled access to Dedicated Transport that does not connect a pair of AT&T OHIO wire centers. AT&T OHIO will offer Lawful UNE Dedicated Transport Dark Fiber to Intrado when Intrado has collocation space in each AT&T OHIO CO where the requested Lawful UNE Dedicated Transport Dark Fiber(s) terminate.

14.4 A "route" is defined as a transmission path between one of AT&T OHIO's wire centers or switches and another of AT&T OHIO's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark fiber does not include maintenance spares, fibers set aside and documented for AT&T OHIO's forecasted growth,

defective fibers, or fibers subscribed to by other Telecommunications Carriers. Intrado will not obtain any more than 25% of the spare Lawful UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

14.6 Determining Spare Fibers

14.6.1 AT&T OHIO will inventory dedicated transport dark fiber. Spare dedicated transport dark fiber does not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

14.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers

14.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

14.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

14.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

14.6.1.1.5 Cables with 216 fibers: 18 maintenance spares

14.6.1.1.6 Cables with 288 fibers: 24 maintenance spares

14.6.1.1.7 Cables with 432 fibers: 36 maintenance spares

14.6.1.1.8 Cables with 864 fibers: 72 maintenance spares

14.6.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

14.6.1.3 AT&T OHIO growth fibers. Fibers documented as reserved by AT&T OHIO for utilization for growth within the 12 month–period following the carrier's request.

14.6.2 The appropriate AT&T OHIO engineering organization will maintain records on each fiber optic cable for which Intrado requests Lawful UNE Dedicated Transport Dark Fiber.

14.7 Quantities and Time Frames for Ordering Lawful UNE Dedicated Transport Dark Fiber

14.7.1 The minimum number of Lawful UNE Dedicated Transport Dark Fiber strands that Intrado can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that Intrado can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, AT&T OHIO will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 14.6 above.)

14.7.2 If Intrado wishes to request Lawful UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing Intrado's specific point to point (A to Z) dark fiber requirements. When Intrado submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, AT&T OHIO will notify Intrado and Intrado may place an Access Service Request (ASR) for such fiber.

14.7.3 Lawful UNE Dedicated Transport Dark Fiber will be assigned to Intrado 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 Lawful UNE Dedicated Transport Dark Fiber. When Intrado submits the ASR, the ASR will be processed and the Lawful UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.

14.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber

14.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Appendix. For clarification purposes, AT&T OHIO's right of revocation of access under this Section 14.9 applies even when the affected dedicated transport dark fiber remains a Lawful UNE, subject to unbundling obligations under Section

251(c)(3) of the Act, in which case Intrado's rights to the affected network element may be revoked as provided in this Section 14.8.

14.8.2 Should Intrado not utilize the fiber strand(s) subscribed to within the 12-month period following the date AT&T OHIO provided the fiber(s), AT&T OHIO may revoke Intrado's access to the Lawful UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T OHIO inventory.

14.8.3 AT&T OHIO may reclaim from Intrado the right to use Lawful UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by Intrado, upon twelve (12) months written notice to Intrado. If the reclaimed Lawful UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the notice period, AT&T OHIO will provide an alternative facility for Intrado with the same bandwidth Intrado was using prior to reclaiming the facility. AT&T OHIO must also demonstrate to Intrado that the reclaimed dedicated transport dark fiber will be needed to meet AT&T OHIO's bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods Specific to Lawful UNE Dedicated Transport Dark Fiber

14.9.1 The termination point for Lawful UNE Dedicated Transport Dark Fiber at Central Offices will be in an AT&T OHIO approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9.2 At CO's, Lawful UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. Intrado access is provided via collocation.

14.10 Installation and Maintenance for Lawful UNE Dedicated Transport Dark Fiber

14.10.1 AT&T OHIO will install termination points and place the fiber jumpers from the fiber optic terminals to the termination point. Intrado will run its fiber jumpers from the termination point (1x2, 90-10 optical splitter) to Intrado.

14.11 Dark Fiber Transport Declassification

14.11.1 AT&T OHIO shall provide Intrado with access to Lawful UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such AT&T OHIO must provide Lawful UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, Intrado may not order or otherwise obtain, and Intrado will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s).

14.11.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by Intrado as Lawful UNEs under this Agreement, AT&T OHIO will provide written notice to Intrado of such Declassification, and proceed in accordance with Section 2.5 and at the end of the notice period under that Section, provision of the affected dedicated transport dark fiber to Intrado will be terminated without further obligation of AT&T OHIO.

14.11.3 Products provided by AT&T OHIO in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified.

14.11.4 The Parties agree that activity by AT&T OHIO under this Section 14.11 shall not be subject to the Network Disclosure Rules.

14.12 Routine Network Modifications

14.12.1 AT&T OHIO shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. AT&T OHIO shall perform routine network modifications to Lawful UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber

being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.

14.12.2 A routine network modification is an activity that AT&T OHIO regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and AT&T OHIO is not obligated to perform those activities for a requesting Telecommunications Carrier.

14.12.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T OHIO is not obligated to perform those activities for a requesting telecommunications carrier.

14.12.4 AT&T OHIO shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T OHIO's retail customers.

14.12.5 Notwithstanding anything to the contrary herein, AT&T OHIO's obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.

14.12.6 AT&T OHIO shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T OHIO), and in the state specific Appendix Pricing (AT&T OHIO). AT&T OHIO will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T OHIO is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on Intrado on an ICB basis for all AT&T OHIO's include: dark fiber transport splicing. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.

15. RESERVED FOR FUTURE USE

16. 911 OR E911 DATABASE

16.1 Access to the AT&T OHIO 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix.

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T OHIO's databases and information. AT&T OHIO will provide Intrado access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

18.1 AT&T OHIO shall provide Cross Connects under this Appendix only for purposes of permitting Intrado to access AT&T OHIO Lawful UNE(s), to connect a Lawful UNE to another Lawful UNE, to Commingle (as provided for in this Agreement), or as may otherwise be used with respect to Lawful UNEs in accordance with this Agreement. AT&T OHIO shall provide Cross Connects under the following terms and conditions in this subsection. AT&T OHIO shall only be obligated to provide Cross Connects under this Appendix for purposes of permitting Intrado to connect AT&T OHIO Lawful UNE(s) to other Lawful UNE(s) or to Intrado's own facilities.

18.2 A "Cross Connect" is the media used as described in Section 18.1. This includes, for example, the media between a AT&T OHIO Lawful UNE and the point of access associated with an Interconnection Cable

Arrangement to Intrado's Collocation arrangement, and the media between one AT&T OHIO Lawful UNE and another AT&T OHIO Lawful UNE where AT&T OHIO has connected or left connected those Lawful UNEs. Nothing in this Section 18 is a commitment to connect or leave connected any two or more Lawful UNEs.

18.3 AT&T OHIO will provide the Cross Connects at the rates, terms, and conditions set forth in applicable pricing appendix and/or pricing schedule.

19. PROVISIONING/MAINTENANCE OF LAWFUL UNES

19.1 Access to Lawful UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T OHIO may elect at its own discretion. AT&T OHIO will provide access to Lawful UNEs where technically feasible. Where facilities and equipment are not available, AT&T OHIO shall not be required to provide Lawful UNEs. Collocation is available from AT&T OHIO for obtaining access to Lawful UNEs. See collocation appendices. Intrado may request, through the Bona Fide Request (BFR) process, and, to the extent required by law, AT&T OHIO may agree to provide an alternative, technically feasible method(s) of accessing Lawful UNEs.

19.2 Subject to the terms herein, AT&T OHIO is responsible only for the installation, operation and maintenance of the Lawful UNEs it provides. AT&T OHIO is not otherwise responsible for the Telecommunications Services provided by Intrado through the use of those Lawful UNEs.

19.3 Where Lawful UNEs provided to Intrado are dedicated to a single End User, if such Lawful UNEs are for any reason disconnected they shall be made available to AT&T OHIO for future provisioning needs, unless such Lawful UNE is disconnected in error. Intrado agrees to relinquish control of any such Lawful UNE concurrent with the disconnection of Intrado's End User's service.

19.4 Intrado shall make available at mutually agreeable times the Lawful UNEs provided pursuant to this Appendix in order to permit AT&T OHIO to test and make adjustments appropriate for maintaining the Lawful UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

19.5 Intrado's use of any AT&T OHIO Lawful UNE, or of its own equipment or facilities in conjunction with any AT&T OHIO Lawful UNE, will not materially interfere with or impair service over any facilities of AT&T OHIO, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, AT&T OHIO may discontinue or refuse service if Intrado violates this provision, provided that such termination of service will be limited to Intrado's use of the Lawful UNE(s) causing the violation.

19.6 When a AT&T OHIO provided tariffed or resold service is replaced by Intrado's facility-based service using any AT&T OHIO provided Lawful UNE(s), Intrado shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNEs. These requests will be processed by AT&T OHIO, and Intrado will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly, when an End User is served by Intrado using AT&T OHIO provided Lawful UNEs is converted to a different Intrado service which also uses any AT&T OHIO provided Lawful UNE, the requesting Intrado shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting Intrado End User. These requests will be processed by AT&T OHIO and Intrado will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.

19.7 Intrado shall connect equipment and facilities that are compatible with the AT&T OHIO Lawful UNEs, and shall use Lawful UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

19.8 Intrado shall not combine or use Lawful UNEs in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to lawful unbundled network elements or to Interconnect with AT&T OHIO's network.

19.8.1 AT&T OHIO shall charge Intrado a Maintenance of Service Charge (MSC) when Intrado reports a suspected failure of a Lawful UNE and AT&T OHIO dispatches personnel to the End User's premises or an AT&T OHIO Central Office and trouble was not caused by AT&T OHIO's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

19.9 Intrado shall pay Time and Material charges when AT&T OHIO dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T OHIO or in detariffed CPE provided by AT&T OHIO, unless covered under a separate maintenance agreement.

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

19.11 If Intrado issues a trouble report allowing AT&T OHIO access to End User's premises and AT&T OHIO personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T OHIO personnel are dispatched. Subsequently, if AT&T OHIO personnel are allowed access to the premises, these charges will still apply.

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

19.12.1 If Intrado requests or approves an AT&T OHIO technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, Intrado will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

19.13 Maintenance of Elements

19.13.1 If trouble occurs with Lawful UNEs provided by AT&T OHIO, Intrado will first determine whether the trouble is in Intrado's own equipment and/or facilities or those of the End User. If Intrado determines the trouble is in AT&T OHIO's equipment and/or facilities, Intrado will issue a trouble report to AT&T OHIO.

19.13.2 Intrado shall pay Time and Material charges (maintenance of service charges/additional labor charges) when Intrado reports a suspected failure of a Lawful UNE and AT&T OHIO dispatches personnel to the End User's premises or an AT&T OHIO Central Office and trouble was not caused by AT&T OHIO's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

20. RESERVATION OF RIGHTS

20.1 AT&T OHIO'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). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, 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 but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement, including, without limitation, its

intervening law rights 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, 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) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including without limitation, this Appendix and/or Attachment), AT&T OHIO shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and Intrado's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. In the event that a state or federal regulatory or legislative body 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 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 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 required 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 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.

APPENDIX WHITE PAGES

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APPENDIX WHITE PAGES
(WHITE PAGES DIRECTORY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful unbundled switched ports for End User Listings in White Page directories provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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 Intentionally Omitted.

1.4 Intentionally Omitted.

1.5 Intentionally Omitted.

1.6 Intentionally Omitted.

1.7 Intentionally Omitted.

1.8 Intentionally Omitted.

1.9 Intentionally Omitted.

1.10 Intentionally Omitted.

1.11 Intentionally Omitted.

1.12 Intentionally Omitted.

1.13 Intentionally Omitted.

1.14 Intentionally Omitted.

1.15 Intentionally Omitted.

1.16 Intentionally Omitted.

1.17 Intentionally Omitted.

1.18 Intentionally Omitted.

1.19 Intentionally Omitted.

1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.21 Intentionally Omitted.

1.22 Intentionally Omitted.

1.23 Intentionally Omitted.

1.24 Intentionally Omitted.

2. SERVICE PROVIDED

2.1 AT&T OHIO publishes alphabetical White Pages directories for its ILEC Territory. Intrado provides local exchange telephone service in the same area(s) and Intrado wishes to include listing information for its End Users in the appropriate AT&T OHIO White Pages directories.

2.2 Intrado also desires distribution to its End Users of the White Pages directories that include listings of Intrado's End Users.

2.3 AT&T OHIO will make available to Intrado, for Intrado's End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2.4 Subject to AT&T OHIO's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AT&T OHIO will include in appropriate White Pages directories the primary alphabetical listings of all Intrado End Users located within the local directory scope. The rules, regulations and AT&T OHIO practices are subject to change from time to time. When Intrado provides its subscriber listing information to AT&T OHIO listings database, Intrado will receive for its End User, one primary listing in AT&T OHIO White Pages directory and a listing in AT&T OHIO's directory assistance database.

2.4.1 Where an Intrado End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, AT&T OHIO will assess Intrado a monthly charge for such listings at AT&T OHIO tariff rates. An additional monthly charge at AT&T OHIO's tariff rate applies when Intrado wishes to list an End User in AT&T OHIO's Directory Assistance database but does not wish to have its End User listed in AT&T OHIO's White Pages directory. In addition, Intrado may elect to have its End User unlisted and the listing not published in AT&T OHIO's White Pages directory for a monthly charge at AT&T OHIO's tariff rate for those non-published, non-listed services.

2.5 Intrado shall furnish to AT&T OHIO, in a form acceptable to both Parties, subscriber listing information pertaining to Intrado's End Users located within the local directory scope, along with such additional information as AT&T OHIO may require to prepare and print the alphabetical listings of said directory.

2.6 Intrado will provide accurate subscriber listing information of its subscribers to AT&T OHIO via a mechanical or manual feed of the directory listing information to AT&T OHIO's Directory Listing database. Intrado agrees to submit all listing information via a mechanized process within six (6) months of the effective date of this Appendix, or upon Intrado reaching a volume of two hundred listing updates per day, whichever comes first. Intrados' subscriber listings will be interfiled (interspersed) in the directory among AT&T OHIO's subscriber listing information. Intrado shall furnish to AT&T OHIO, in a form acceptable to both Parties, subscriber listing information pertaining to Intrado's End Users located within the local directory scope, along with such additional information as AT&T OHIO may require to prepare and print the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering information. Intrado 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 Directory Assistance database or the directory listing of an Intrado End User. Intrado must submit all listing information intended for publication by the directory close date.

2.6.1 Intentionally Omitted.

2.6.2 Upon Intrado's request, sixty (60) calendar days prior to the directory close date for particular directory, AT&T OHIO shall make available to Intrado forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, its subscriber listings as such listings are to appear in the directory. Intrado shall review this listing information and shall submit to AT&T OHIO any necessary additions, deletions or modifications prior to the directory close date.

2.7 Directories

2.7.1 Intentionally Omitted.

2.7.1.1 Intentionally Omitted.

2.7.1.2 Intentionally Omitted.

2.7.2 AT&T OHIO shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to Intrado's End Users pursuant to terms and conditions agreed to by the publishing affiliate and Intrado.

2.7.3 AT&T OHIO shall not be required to deliver a directory to an Intrado End User until new White Page directories are published for that End User's location.

2.7.4 Intrado may arrange for additional directory distribution and other services with AT&T OHIO's directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and Intrado.

2.8 Intentionally Omitted.

2.8.1 AT&T OHIO shall direct its directory publishing affiliate to offer Intrado the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where Intrado is certified to provide local service), information provided by Intrado for Intrado's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for AT&T OHIO and other LECs. AT&T OHIO's directory publishing will include such Intrado information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and Intrado and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to AT&T OHIO.

2.9 Intentionally Omitted.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 AT&T OHIO agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include Intrado's subscriber listing information in an area directory, and to handle Intrado's subscriber listing information in the same manner as AT&T OHIO's subscriber listing information. In exchange for AT&T OHIO serving as the single point of contact and handling all subscriber listing information equally, Intrado authorizes AT&T OHIO to include and use the Intrado subscriber listing information provided to AT&T OHIO pursuant to this Appendix in AT&T OHIO's White Pages directory, AT&T OHIO's directory assistance databases, and to provide Intrado subscriber listing information to directory publishers. Included in this authorization is release of Intrado 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 OHIO's use of Intrado's subscriber listing information in AT&T OHIO's directory assistance, directory assistance related products and services, and directory publishing products and services.

3.2 AT&T OHIO further agrees not to charge Intrado 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 Intrado Name's subscriber list information to directory publishers, Intrado agrees that it will receive no compensation for AT&T OHIO's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such Intrado subscriber list information shall be intermingled with AT&T OHIO'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 OHIO.

4. PRICING

4.1 Intentionally Omitted.

4.1.1 Intentionally Omitted.

4.1.2 AT&T OHIO - The rates, if any, for AT&T OHIO White Page directories will be in accordance with a separate directory services agreement with AT&T OHIO's directory publishing affiliate.

5. LIABILITY

5.1 Intrado hereby releases AT&T OHIO from any and all liability for damages due to errors or omissions in Intrado's subscriber listing information as provided to AT&T OHIO under this Appendix, and/or Intrado's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

5.2 Intrado shall indemnify, protect, save harmless and defend AT&T OHIO (and/or AT&T OHIO's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in Intrado's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. Intrado shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against Intrado and AT&T OHIO, and/or against AT&T OHIO alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in Intrado's subscriber listing information in the White Pages directory, AT&T OHIO may, at its option, assume and undertake its own defense, or assist in the defense of Intrado, in which event Intrado shall reimburse AT&T OHIO for reasonable attorney's fees and other expenses incurred by AT&T OHIO in handling and defending such demand, claim and/or suit.

5.3 Intrado further agrees to pay all costs incurred by AT&T OHIO and/or its affiliates as a result of Intrado not complying with the terms of this Appendix.

5.4 This Appendix 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. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of AT&T OHIO's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which AT&T OHIO will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between AT&T OHIO and the CLEC via the Centralized Message Distribution System (CMDS) NICS reports.

1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, 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 Intentionally Omitted.

1.4 Intentionally Omitted.

1.5 Intentionally Omitted.

1.6 Intentionally Omitted.

1.7 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.8 Intentionally Omitted.

2. DEFINITIONS

2.1 "Centralized Message Distribution System" (CMDS) - means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.

2.2 "Direct Participants" (DP) - the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:

2.2.1 New England Telephone Company
2.2.2 New York Telephone Company
2.2.3 Bell Atlantic, NJ
2.2.4 Bell Atlantic, PA
2.2.5 Bell Atlantic, DE
2.2.6 Bell Atlantic, DC
2.2.7 Bell Atlantic, MD
2.2.8 Bell Atlantic, VA
2.2.9 Bell Atlantic, WV
2.2.10 Southern Bell Telephone Company
2.2.11 South Central Bell Telephone Company
2.2.12 The Ohio Bell Telephone Company d/b/a AT&T Ohio
2.2.13 Michigan Bell Telephone Company d/b/a AT&T Michigan
2.2.14 Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana
2.2.15 Illinois Bell Telephone Company d/b/a AT&T Illinois
2.2.16 Wisconsin Bell Telephone Company d/b/a AT&T Wisconsin

2.2.17 Northwestern Bell Telephone Company
2.2.18 Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas
2.2.19 Mountain Bell Telephone Company
2.2.20 Pacific Bell Telephone Company d/b/a AT&T California
2.2.21 Nevada Bell Telephone Company d/b/a AT&T Nevada
2.2.22 The Southern New England Telephone Company
2.2.23 Cincinnati Bell Telephone Company

2.3 "Exchange Message Interface" (EMI) -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.

2.4 "Local Exchange Carriers" (LECs) or "Exchange Carriers" (ECs) - facilities-based providers of local telecommunication services.

2.5 "Non-Intercompany Settlement" (NICS) is a revenue exchange process for messages which originate from Intrado and bill to AT&T OHIO and message which originate from AT&T OHIO and bill to Intrado. NICS messages must originate and bill within the same AT&T OHIO Company.

3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T OHIO and billed by Intrado [when Intrado is using its own end office switch], or messages for calls originated by Intrado and billed by AT&T OHIO within the same AT&T OHIO State (i.e., messages for intrastate/intraLATA traffic only).

3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.

3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T OHIO and Intrado. NICS settlement will be incorporated into Intrado's monthly invoice.

3.4 This agreement does not cover calls originating and billing within a state outside of AT&T OHIO. For such traffic, Intrado should obtain NICS-type agreements with the LECs in that state.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its end user.

5. BASIS OF COMPENSATION

5.1 Intrado agrees to pay a $.05 per message charge to AT&T OHIO for all qualifying messages billed by AT&T OHIO.

5.2 AT&T OHIO agrees to pay the same $.05 a per message charge to Intrado for all qualifying messages billed by Intrado.

5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to AT&T OHIO or Intrado based on netting the amount due AT&T OHIO and the amount due Intrado from the Telcordia Technologies NICS report. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing

form either party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 This Appendix sets forth the measurements, if met by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC), that would be deemed sufficient to demonstrate the provision of non-discriminatory access to AT&T OHIO's (as the case may be) Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).

1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, 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 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.4 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (CLEC) to act as its agent for purposes of accessing AT&T-owned ILEC's OSS application-to-application interfaces.

1.5 As used herein, in Ohio, Merger Conditions shall mean those conditions related to the AT&T/Ameritech merger ordered under the Public Utility Commission of Ohio Stipulation And Recommendation Case number 98-1082-TP-AMT.

1.6 As used herein, Collaborative Process shall mean the performance measurement collaborative process established pursuant to the Merger Conditions.

1.7 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect any Party's rights and obligations. Neither the existence of any particular performance measure, nor the language describing that measure, shall constitute evidence that any CLEC is entitled to any particular manner of access, nor is it evidence that AT&T OHIO is limited in the manner by which it may provide any particular manner of access. The Parties agree that each and every of Intrado's rights and obligations to such access are defined other than in this Appendix, such as, for example, relevant laws, FCC and state commission decisions/regulations, tariffs, and the interconnection agreement to which this Appendix is attached.

1.8 The measurement data herein shall be collected, reported and used to calculate Remedy Payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

2. RESULTS OF COLLABORATIVE PROCESS

2.1 The Parties agree that the performance measurements, remedy plans and Business Rules as set forth in the Merger Conditions and developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The Parties agree to accept and abide by the Performance Measurement Remedy Plan and Schedule, and the state-specific Business Rules, as posted on AT&T's Internet website.

2.2 The Parties agree that performance measurements, remedies and Business Rules may be revised through the Collaborative Process, and the Parties agree to incorporate such changes that are voluntarily agreed to

by all Parties to the Collaborative Process when finalized. In the event 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 plans and Business Rules implemented by AT&T in response to the Collaborative Process as then posted on AT&T's Internet website. 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 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 In addition to the exclusions described in the performance measures and remedy plans developed within the Collaborative Process, AT&T OHIO shall not be obligated to pay Remedy Payments 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 Provider Bureau Provider acting as Intrado's agent for connection to AT&T-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

APPENDIX-PRICING
(OHIO)

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APPENDIX PRICING
(OHIO)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), and Other. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement. The rates to be charged by Intrado will be set forth in a separate rate table.

1.2 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications Inc. d/b/a AT&T-Alabama, d/b/a AT&T-Florida, d/b/a AT&T-Georgia, d/b/a AT&T-Kentucky, d/b/a AT&T-Louisiana, d/b/a AT&T-Mississippi, d/b/a AT&T-North Carolina, d/b/a AT&T-South Carolina and d/b/a AT&T-Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, 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 AT&T OHIO – As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e., *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, Intrado's billing tables will be updated to reflect (and Intrado will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and AT&T OHIO will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.

1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.

1.5 Intentionally Omitted.

1.6 Replacement of Interim Rates

Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T OHIO will update Intrado's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T OHIO will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting Carriers

1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting Carrier"), the Adopting Carrier would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T OHIO and the Adopting Carrier (i.e., following the date the Commission approves or is deemed to have approved the Adopting Carrier's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting Carrier to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting Carrier is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:	Total Access Lines:
B	See: Tariff 20, Part 4, Section 1, Sheets 1-47
C	See: Tariff 20, Part 4, Section 1, Sheets 1-47
D	See: Tariff 20, Part 4, Section 1, Sheets 1-47

1.9 AT&T OHIO's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent Intrado orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T OHIO may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, then Intrado may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which Intrado is seeking to order the Product or Service, Intrado may seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that Intrado orders, and AT&T OHIO provisions, a Product or Service to Intrado for which there are not rates, terms and conditions in this Agreement, then Intrado understands and agrees that one of the following will occur:

1.9.1 Intrado shall pay for the Product or Service provisioned to Intrado at the rates set forth in AT&T OHIO's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then Intrado shall pay for the Product or Service at AT&T OHIO's lowest contract rate for the Product or Service provided to CLECs; or

1.9.2 Intrado will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T OHIO may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.

1.9.3 AT&T OHIO's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T OHIO's right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T OHIO for that Product or Service and incorporated into AT&T OHIO's current state-specific generic pricing schedule as published on AT&T OHIO's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of when AT&T OHIO first provided the Product or Service to Intrado, without the need for any additional modification(s) to this Agreement or further Commission action if the Parties have reached mutual agreement of the specified rate or the Commission has approved the Established Rate, pursuant to the following process. AT&T OHIO shall provide written notice to Intrado of the application of the rate, price or charge that has been established, and Intrado's billing tables will be updated to reflect (and Intrado will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the date AT&T OHIO first provided the Product or Service to Intrado. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T OHIO shall bill Intrado to reflect the application of the Established Rate retroactively to the first date AT&T OHIO provided the Product or Service to Intrado.

1.10.2 AT&T OHIO's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T OHIO's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), and Other elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T OHIO will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T OHIO will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

3.2 Nonrecurring Charges may be applicable for all categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.

3.4 For Resale, when Intrado converts an End User currently receiving non-complex service from the AT&T OHIO network, without any changes to AT&T OHIO's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.5 Intentionally Omitted.

3.6 Intrado shall pay a service order processing/administrative charge for each service order submitted by Intrado to AT&T OHIO to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.

3.7 Intentionally Omitted.

3.8 Additional labor charges are set forth in each Party's applicable tariff or in the Pricing Appendix.

4. BILLING

4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

Line	OHIO - Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
2	**NETWORK ELEMENTS**			
3	Loops			
4	2-Wire Analog - Metro (Access Area B)	U2HXB	$ 9.46	See NRC prices below
5	2-Wire Analog - Suburban (Access Area C)	U2HXC	$ 12.52	See NRC prices below
6	2-Wire Analog - Rural (Access Area D)	U2HXD	$ 13.65	See NRC prices below
7	2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	$ 8.61	See NRC prices below
8	2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	$ 13.50	See NRC prices below
9	2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	$ 14.72	See NRC prices below
10	2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	$ 8.61	See NRC prices below
11	2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	$ 13.50	See NRC prices below
12	2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	$ 14.72	See NRC prices below
13	2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	$ 8.67	See NRC prices below
14	2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	$ 13.76	See NRC prices below
15	2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	$ 14.99	See NRC prices below
16	2-Wire EKL - Metro (Access Area B)	U2KXB	$ 9.46	See NRC prices below
17	2-Wire EKL - Suburban (Access Area C)	U2KXC	$ 17.15	See NRC prices below
18	2-Wire EKL - Rural (Access Area D)	U2KXD	$ 18.50	See NRC prices below
19	Conditioning for dB Loss			See NRC prices below
20	4-Wire Analog - Metro (Access Area B)	U4HXB	$ 17.75	See NRC prices below
21	4-Wire Analog - Suburban (Access AreaC)	U4HXC	$ 29.31	See NRC prices below
22	4-Wire Analog - Rural (Access Area D)	U4HXD	$ 31.81	See NRC prices below
23	2-Wire Digital - Metro (Access Area B)	U2QXB	$ 10.49	See NRC prices below
24	2-Wire Digital - Suburban (Access Area C)	U2QXC	$ 17.10	See NRC prices below
25	2-Wire Digital - Rural (Access Area D)	U2QXD	$ 18.96	See NRC prices below
26	DS1 - Metro (Access Area B)	4U1XB	$ 31.77	
27	DS1 - Suburban (Access Area C)	4U1XC	$ 46.79	
28	DS1 - Rural (Access Area D)	4U1XD	$ 50.38	
29	DS3 - Metro (Access Area B)	U4D3A	$ 335.08	
30	DS3- Suburban (Access Area C)	U4D3B	$ 409.73	
31	DS3 - Rural (Access Area D)	U4D3C	$ 523.90	
32				
33	DSL Capable Loops			
34	2-Wire xDSL Loop			
35	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	$ 9.46	See NRC prices below
36	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	$ 12.52	See NRC prices below
37	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	$ 13.65	See NRC prices below
38				
39	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	$ 9.46	See NRC prices below
40	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	$ 12.52	See NRC prices below
41	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	$ 13.65	See NRC prices below
42				
43	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	$ 9.46	See NRC prices below
44	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	$ 12.52	See NRC prices below
45	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	$ 13.65	See NRC prices below
46				
47	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	$ 9.46	See NRC prices below
48	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	$ 12.52	See NRC prices below
49	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	$ 13.65	See NRC prices below
50				
51	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	$ 9.46	See NRC prices below
52	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	$ 12.52	See NRC prices below
53	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	$ 13.65	See NRC prices below
54				
55	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	$ 9.46	See NRC prices below
56	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	$ 12.52	See NRC prices below
57	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	$ 13.65	See NRC prices below
58	4-Wire xDSL Loop			
59	PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	$ 17.75	See NRC prices below
60	PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	$ 29.31	See NRC prices below
61	PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	$ 31.81	See NRC prices below
62	IDSL Capable Loop			
63	IDSL Loop Access Area B - Metro	UY5FB	$ 6.38	See NRC prices below
64	IDSL Loop Access Area C - Suburban	UY5FC	$ 9.34	See NRC prices below
65	IDSL Loop Access Area D - Rural	UY5FD	$ 10.79	See NRC prices below
66				
67	Loop Non-Recurring Charges			
68	Service Ordering - Per Order	SEPUP	N/A	$ 16.02 N/A
69	Service Ordering - Add/Change Per Order	REAH9	N/A	$ 16.02 N/A
70	Line Connection - Per Loop	SEPUC	N/A	$ 30.61 N/A
71	Line Connection - Add/Change Per Loop	REAH5	N/A	$ 30.61 N/A
72				

TBD - To be determined
ICB - Individual Case Basis

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring	
73	Loop Non-Recurring Charges (DS3 Loops)					
74	##	DS3 - Administrative	NR9OY	N/A	$ 205.57	N/A
75	##	DS3 - Design & Central Office	NR9O1	N/A	$ 643.36	N/A
76	##	DS3 - Customer Connection	NR9O3	N/A	$ 219.32	N/A
77						
78	Service Coordination fee per account, per CO.			$ 0.48		
79						
80	LST					
81	##	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	$ 172.76	
82		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	$ 153.03	
83						
84	Loop Qualification Process					
85	**	Loop Qualification Process - Mechanized	NR98U	N/A	$0.00	N/A
86	**	Loop Qualification Process - Manual	NRBXU	N/A	$ 22.50	N/A
87						
88	** Interim loop qualification rates ordered by the PUCO in Docket Nos. 96-922-TP-UNC and 00-1368-TP-ATA, on March 13, 2003 and shall be subject					
89	to retroactive true-up upon the establishment of final rate(s) by the PUCO back to the later of: (1) March 13, 2003; (2) the effective date of this					
90	Agreement; or (3) the effective date of the Amendment incorporating this Pricing Schedule into the Agreement.					
91						
92	xDSL Conditioning Options					
93						
94	***	DSL Generic Conditioning all PSD's > 0KFT and < 17.5 KFT	NRMN6	N/A	$ 10.28	N/A
95	***	DSL Generic Conditioning all PSD's > 17.5 KFT	NRMN7	N/A	$ 66.10	N/A
96						
97	***	DSL Conditioning Options - >12KFT and < 17.5KFT				
98	***	Removal of Repeater Options	NRBXV	N/A	$0.00	N/A
99	***	Removal Bridged Tap Option	NRBXW	N/A	$0.00	N/A
100	***	Removal of Load Coil	NRBXZ	N/A	$0.00	N/A
101	***	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
102	***	Removal of Repeater Options	NRBNL	N/A	$0.00	N/A
103	***	Removal Bridged Tap Option	NRBNK	N/A	$0.00	N/A
104	***	Removal of Load Coil	NRBNJ	N/A	$0.00	N/A
105						
106	*** On March 13, 2003, the PUCO established the following interim, non-recurring loop conditioning rates which shall apply to each CLEC in OH who					
107	ordered/orders an xDSL capable loop, the HFPL and /or the HFPCL, subject to retroactive true-up upon the PUCO's establishment of final rates:					
108	For loops 17,500 feet in actual loop length or less: $10.28; and for loops greater than 17,500 feet in actual loop length: $66.10 ("Interim					
109	PUCO Rates"). However, due to necessary programming changes, these Interim PUCO Rates will not be implemented in OH until in or					
110	around December 2003. When implemented, the Parties acknowledge and agree that the Interim PUCO Rates shall automatically apply					
111	to this Agrement and shall replace the loop conditioning rates set forth hereinabove effective back to March 13, 2003 ("Rate Effective Date");					
112	and shall apply on a prospective basis until the establishment of final rate(s) by the PUCO. Upon the PUCO's establishment of final loop					
113	rate(s), the Interim PUCO Rates shall be subject to retroactive true-up with the PUCO final loop conditioning rate(s) back to the Rate Effective					
114	Date.					
115						
116	Remove All or Non-Excessive Bridged Tap (RABT) - MMP					
117		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	$ 245.00	
118		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	$ 634.27	
119		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	$ 245.00	
120		Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	NRMRM	None	$ 245.00	
121						
122	SUB-LOOPS					
123	##	ECS to SAI sub-loop				
124	##	2 Wire Analog - area B	PENDING	$ 1.77	See NRC prices below	
125	##	2 Wire Analog - Area C	PENDING	$ 1.72	See NRC prices below	
126	##	2 Wire Analog - area D	PENDING	$ 1.68	See NRC prices below	
127	##	4 Wire Analog - area B	PENDING	$ 3.55	See NRC prices below	
128	##	4 Wire Analog - area C	PENDING	$ 3.45	See NRC prices below	
129	##	4 Wire Analog - area D	PENDING	$ 3.37	See NRC prices below	
130	##	2 Wire DSL - area B	PENDING	$ 1.77	See NRC prices below	
131	##	2 Wire DSL - area C	PENDING	$ 1.70	See NRC prices below	
132	##	2 Wire DSL - area D	PENDING	$ 1.66	See NRC prices below	
133	##	4 Wire DSL - area B	PENDING	$ 3.54	See NRC prices below	
134	##	4 Wire DSL - area C	PENDING	$ 3.40	See NRC prices below	
135	##	4 Wire DSL - area D	PENDING	$ 3.33	See NRC prices below	
136	##	ECS to Terminal sub-loop				
137	##	2 Wire Analog - area B	PENDING	$ 3.39	See NRC prices below	
138	##	2 Wire Analog - Area C	PENDING	$ 4.54	See NRC prices below	
139	##	2 Wire Analog - area D	PENDING	$ 5.83	See NRC prices below	
140	##	4 Wire Analog - area B	PENDING	$ 6.78	See NRC prices below	
141	##	4 Wire Analog - area C	PENDING	$ 9.09	See NRC prices below	
142	##	4 Wire Analog - area D	PENDING	$ 11.66	See NRC prices below	

TBD - To be determined
ICB - Individual Case Basis

Line	OHIO	- Generic Rate Sheets		USOC	Monthly Recurring	Non-Recurring
143	##		2 Wire DSL - area B	PENDING	$ 3.39	See NRC prices below
144	##		2 Wire DSL - area C	PENDING	$ 4.52	See NRC prices below
145	##		2 Wire DSL - area D	PENDING	$ 5.81	See NRC prices below
146	##		4 Wire DSL - area B	PENDING	$ 6.77	See NRC prices below
147	##		4 Wire DSL - area C	PENDING	$ 9.04	See NRC prices below
148	##		4 Wire DSL - area D	PENDING	$ 11.62	See NRC prices below
149	##	ECS to NID sub-loop				
150	##		2 Wire Analog - area B	PENDING	$ 6.03	See NRC prices below
151	##		2 Wire Analog - Area C	PENDING	$ 7.29	See NRC prices below
152	##		2 Wire Analog - area D	PENDING	$ 8.60	See NRC prices below
153	##		4 Wire Analog - area B	PENDING	$ 9.41	See NRC prices below
154	##		4 Wire Analog - area C	PENDING	$ 12.44	See NRC prices below
155	##		4 Wire Analog - area D	PENDING	$ 15.12	See NRC prices below
156	##		2 Wire DSL - area B	PENDING	$ 6.03	See NRC prices below
157	##		2 Wire DSL - area C	PENDING	$ 7.27	See NRC prices below
158	##		2 Wire DSL - area D	PENDING	$ 8.58	See NRC prices below
159	##		4 Wire DSL - area B	PENDING	$ 9.41	See NRC prices below
160	##		4 Wire DSL - area C	PENDING	$ 12.40	See NRC prices below
161	##		4 Wire DSL - area D	PENDING	$ 15.08	See NRC prices below
162	##	SAI to Terminal sub-loop				
163	##		2 Wire Analog - area B	PENDING	$ 2.08	See NRC prices below
164	##		2 Wire Analog - Area C	PENDING	$ 3.30	See NRC prices below
165	##		2 Wire Analog - area D	PENDING	$ 4.63	See NRC prices below
166	##		4 Wire Analog - area B	PENDING	$ 4.16	See NRC prices below
167	##		4 Wire Analog - area C	PENDING	$ 6.59	See NRC prices below
168	##		4 Wire Analog - area D	PENDING	$ 9.27	See NRC prices below
169	##		2 Wire DSL - area B	PENDING	$ 2.07	See NRC prices below
170	##		2 Wire DSL - area C	PENDING	$ 3.27	See NRC prices below
171	##		2 Wire DSL - area D	PENDING	$ 4.61	See NRC prices below
172	##		4 Wire DSL - area B	PENDING	$ 4.15	See NRC prices below
173	##		4 Wire DSL - area C	PENDING	$ 6.55	See NRC prices below
174	##		4 Wire DSL - area D	PENDING	$ 9.23	See NRC prices below
175	##	SAI to NID sub-loop				
176	##		2 Wire Analog - area B	PENDING	$ 4.72	See NRC prices below
177	##		2 Wire Analog - Area C	PENDING	$ 6.05	See NRC prices below
178	##		2 Wire Analog - area D	PENDING	$ 7.41	See NRC prices below
179	##		4 Wire Analog - area B	PENDING	$ 6.79	See NRC prices below
180	##		4 Wire Analog - area C	PENDING	$ 9.95	See NRC prices below
181	##		4 Wire Analog - area D	PENDING	$ 12.73	See NRC prices below
182	##		2 Wire DSL - area B	PENDING	$ 4.71	See NRC prices below
183	##		2 Wire DSL - area C	PENDING	$ 6.03	See NRC prices below
184	##		2 Wire DSL - area D	PENDING	$ 7.39	See NRC prices below
185	##		4 Wire DSL - area B	PENDING	$ 6.78	See NRC prices below
186	##		4 Wire DSL - area C	PENDING	$ 9.91	See NRC prices below
187	##		4 Wire DSL - area D	PENDING	$ 12.69	See NRC prices below
188	##	Terminal to NID sub-loop				
189	##		2 Wire Analog - area B	PENDING	$ 2.86	See NRC prices below
190	##		2 Wire Analog - Area C	PENDING	$ 2.97	See NRC prices below
191	##		2 Wire Analog - area D	PENDING	$ 3.00	See NRC prices below
192	##		4 Wire Analog - area B	PENDING	$ 2.78	See NRC prices below
193	##		4 Wire Analog - area C	PENDING	$ 3.62	See NRC prices below
194	##		4 Wire Analog - area D	PENDING	$ 3.75	See NRC prices below
195	##		2 Wire DSL - area B	PENDING	$ 2.86	See NRC prices below
196	##		2 Wire DSL - area C	PENDING	$ 2.97	See NRC prices below
197	##		2 Wire DSL - area D	PENDING	$ 3.00	See NRC prices below
198	##		4 Wire DSL - area B	PENDING	$ 2.78	See NRC prices below
199	##		4 Wire DSL - area C	PENDING	$ 3.62	See NRC prices below
200	##		4 Wire DSL - area D	PENDING	$ 3.75	See NRC prices below
201	##	NID sub-loop element				
202	##		2 Wire Analog - area B	PENDING	$ 0.18	See NRC prices below
203	##		2 Wire Analog - Area C	PENDING	$ 0.18	See NRC prices below
204	##		2 Wire Analog - area D	PENDING	$ 0.18	See NRC prices below
205	##		4 Wire Analog - area B	PENDING	$ 0.35	See NRC prices below
206	##		4 Wire Analog - area C	PENDING	$ 0.33	See NRC prices below
207	##		4 Wire Analog - area D	PENDING	$ 0.33	See NRC prices below
208	##		2 Wire DSL - area B	PENDING	$ 0.18	See NRC prices below
209	##		2 Wire DSL - area C	PENDING	$ 0.18	See NRC prices below
210	##		2 Wire DSL - area D	PENDING	$ 0.18	See NRC prices below
211	##		4 Wire DSL - area B	PENDING	$ 0.35	See NRC prices below
212	##		4 Wire DSL - area C	PENDING	$ 0.33	See NRC prices below

TBD - To be determined
ICB - Individual Case Basis

Line	OHIO	- Generic Rate Sheets		USOC	Monthly Recurring	Non-Recurring
213	##		4 Wire DSL - area D	PENDING	$ 0.33	See NRC prices below
214	##		2 Wire ISDN Compatible - area B	PENDING	$ 0.18	See NRC prices below
215	##		2 Wire ISDN Compatible - area C	PENDING	$ 0.18	See NRC prices below
216	##		2 Wire ISDN Compatible - area D	PENDING	$ 0.18	See NRC prices below
217	##		4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below
218	##		4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below
219	##		4 Wire DS1 Compatible - area D	PENDING	TBD	See NRC prices below
220	##	Sub-Loop Non-Recurring Charges				
221	##		2-Wire Analog Sub-Loop	PENDING		$ 217.57
222	##		4-Wire Analog Sub-Loop	PENDING		$ 218.54
223	##		2-Wire xDSL Digital Sub-Loop	PENDING		$ 250.83
224	##		4-Wire xDSL Digital Sub-Loop	PENDING		$ 255.11
225	##		2-Wire ISDN Digital Sub-Loop	PENDING		$ 278.37
226	##		4-Wire DS1 Digital Sub-Loop	PENDING		$ 470.27
227	##	Sub-Loop Service Order Charge				
228	##		Establish, per occasion	PENDING		$ 16.23
229	##	Sub-Loop Line Connection Charge				
230	##		per occasion	PENDING		$ 31.00
231						
232	Cross Connects					
233		2-Wire		CXCT2	$ 0.15	N/A
234		4-Wire		CXCT4	$ 0.29	N/A
235		DS1/LT1		CXCDX	$ 0.40	N/A
236		DS3/LT3		CXC8X	$ 0.70	N/A
237	##	DS3 C.O. Cross-Connect to Collocation		CXCBX	$ 30.54	N/A
238						
239	Dedicated Transport					
240		Interoffice Transport:				
241		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	$ 14.79	N/A
242			Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	$ 1.64	N/A
245		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	$ 127.75	N/A
246			Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	$ 21.61	N/A
247						
248	Multiplexing					
249		DS1 to Voice Grade		QMVX1-X3	$ 279.80	N/A
250		DS3 to DS1		QM3X1-X3	$ 372.85	N/A
251						
252	Dedicated Transport Cross Connects					
253		DS1		CXCDX	$ 0.40	N/A
254		DS3		CXCEX	$ 0.70	N/A
255						
256	Dedicated Transport Optional Features & Functions					
257		DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3		$ 402.28
258						
259	Dedicated Transport Installation & Rearrangement Charges					
260		DS1	Administration Charge - Per Order	ORCMX	N/A	$ 394.30
261			Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	$ 624.17
262			Carrier Connection Charge - Per Order	NRBBL	N/A	$ 512.19
263		DS3	Administration Charge - Per Order	ORCMX	N/A	$ 299.28
264			Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	$ 663.29
265			Carrier Connection Charge - Per Order	NRBBL	N/A	$ 351.77
266						
267	Dark Fiber					
268	##	Dark Fiber Interoffice				
269	##		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$ 75.79	N/A
270	##		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$ 0.00	N/A
271	##		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$ 3.20	N/A
272	##	Inquiry (Per Request)				
273	##		Dark Fiber Interoffice Transport - NRC	NR9D6	N/A	$ 290.65
274	##	FIRM ORDER (Per Fiber Strand)				
275	##		Administrative per Order			
276	##		Connect	NRB51	N/A	$ 11.53
277	##		Disconnect	NR9H2	N/A	$ 10.21
278	##		Connect	NRB52	N/A	$ 343.23
279	##		Disconnect	NR9H3	N/A	$ 90.67
280	##		Dark Fiber Interoffice Transport - NRC			
281	##		Connect	NRB54	N/A	$ 414.95
282	##		Disconnect	NR9H5	N/A	$ 160.42
283						
284	Routine Modifications					
285		Routine Modifications of Existing Facilities Charge		N3RUE	N/A	ICB

TBD - To be determined
ICB - Individual Case Basis

Line	OHIO	- Generic Rate Sheets		USOC	Monthly Recurring	Non-Recurring	
286							
287	**LNP**						
288	****Local Number Portability			NSR	$0.00	N/A	
289		****Pursuant to FCC Current Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing					
290		effective October 1, 2004.					
291	Maintenance of Service Charge			VRP	N/A	$ 71.00	
292							
293	**OTHER**						
294	##	Directory Assistance					
295			Directory Assistance, per call	OPEN	$ 0.40	N/A	
296			National Directory Assistance (NDA), per call	OPEN	$ 0.65	N/A	
297			Reverse Directory Assistance (RDA), per call		$ 0.65		
298			Business Category Search (BCS), per call	OPEN	$ 0.65	N/A	
299			Directory Assistance Call Completion (DACC), per call	OPEN	$ 0.15	N/A	
300							
301			OS/DA Automated Call Greeting and References / Rates				
302	##		Branding - Other - Initial/Subsequent Load, per switch	OPEN	N/A	$ 1,800.00	
303	##		Brand and Reference/Rate Look Up, per OS/DA call	OPEN	$ 0.03	N/A	
304	##		Branding - Facility Based - Initial/Subsequent Load				
305	##		- Branding, per trunk group	OPEN	N/A	$ 800.00	
306	##		Rate Reference - Initial Load, per state, per OCN	OPEN	N/A	$ 5,000.00	
307	##		Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A	$ 1,500.00	
308							
309		Operator Services					
310			Fully Automated Call Processing, per call	OPEN	$ 0.15	N/A	
311			Operator Assisted Call Processing - All Types (including Busy Line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]), per work second	OPEN	$ 0.03	N/A	
312							
313	##	DA Listing Liscense					
314	##		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
315	##		- per listing for initial load	OPEN	N/A	$ 0.040	
316	##		- per listing for subsequent updates	OPEN	N/A	$ 0.060	
317	##		Option #2 Full File (all states inclusive) Billable Release				
318	##		- per listing for initial load	OPEN	N/A	$ 0.020	
319	##		- per listing for subsequent updates	OPEN	N/A	$ 0.030	
320	##		- per usage/query	OPEN	N/A	$ 0.020	
321	##		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
322	##		- per listing for initial load	OPEN	N/A	$ 0.050	
323	##		- per listing for subsequent updates	OPEN	N/A	$ 0.060	
324	##		Option #4 Pick & Choose (by state) Billable Release				
325	##		- per listing for initial load	OPEN	N/A	$ 0.020	
326	##		- per listing for subsequent updates	OPEN	N/A	$ 0.030	
327	##		- per usage/query	OPEN	N/A	$ 0.020	
328							
329	Ancillary Message Billing Compensation (Per Message)			OPEN	$ 0.03	N/A	
330			Non Intercompany Settlement (NICS) Billing Charge (Per Message)	Not Applicable	$ 0.05		

TBD - To be determined
ICB - Individual Case Basis

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
September 12, 2007

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
331					
332		**Structure Access - Poles & Ducts**		Annually	
333		Poles ($/attachment/yr.)* ##	OPEN	$ 2.36	
334		Per Foot Conduit Occupancy Fees ##			
335		Full Duct ($/ft/yr.)	OPEN	$ 0.94	
336		Half Duct ($/ft/yr)	OPEN	$ 0.47	
337		Application fee	OPEN		$ 200.00
338		Unauthorized Attachment Fee per Pole			$ 500.00
339		Unauthorized Occupancy Fee per Conduit Foot			$ 50.00
340	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
341	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
342	## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31,				
343	effective January 1, 2005 and billable semi-annually in advance in January and July of each year.				
344	New rates will be communicated to CLEC no later than November 1st for the succeeding year				
345					
346		**Emergency Number Service Access**			
347		911 Selective Router Interconnection			
348					
349					
350		- Channel Interface per trunk	EVG9X	$ 28.72	$ 436.62
351		ANI/ALI/SR and Database Management			
352		- Per 100 records, rounded up to nearest 100	9S89X	$ 5.32	$ 709.49
353		- Access Routing File (CD-ROM)	USAGE	$ 25.82	
354		911 Selective Router Switch Administration			
355		- Per Selective Router	USAGE	$ 5.55	$ 2,645.15
356					

TBD - To be determined
ICB - Individual Case Basis

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
September 12, 2007

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring	
357		**INTERCARRIER COMPENSATION**				
358		Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131,	USAGE	$ 0.0007		
359		per MOU				
360						
361	##	Rate elements not included in TELRIC order				
362		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA.				
363	/1/	Does not apply to pre-existing UNE-P Migrations. This Non-Recurring Charge is the only NRC charged for New UNE-P Residential POTS				
364		Combinations. Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA application of rates				
365		is interim and subject to AT&T Ohio reservation of rights pertaining to and subject to modification as a result of reconsideration,				
366		appeal, further PUCO action, or other change of law. The Parties also acknowledge and agree that the interim rates set forth are				
367		subject to true-up or true-down pending PUCO established rates.				
368	**RESALE**			RESALE DISCOUNTS	RESALE DISCOUNTS	
369	BUSINESS			RECURRING	NON-RECURRING	
370		LOCAL EXCHANGE SERVICE				
371		Business 1 Party	RESALE	20.29%	20.29%	
372		Business - Measured	RESALE	20.29%	20.29%	
373		Customer Operated Pay Telephone (COPT)	RESALE	N/A	20.29%	
374						
375		EXPANDED LOCAL CALLING				
376		Extended Area Service	RESALE	20.29%	20.29%	
377						
378		VERTICAL SERVICES				
379		Anonymous Call Rejection	RESALE	20.29%	20.29%	
380		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%	
381		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%	
382		Call Blocker	RESALE	20.29%	20.29%	
383		Call Forwarding	RESALE	20.29%	20.29%	
384		Call Forwarding - Busy Line	RESALE	20.29%	20.29%	
385		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%	
386		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%	
387		Automatic CallBack (Call Return)	RESALE	20.29%	20.29%	
388		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%	
389		Call Trace	RESALE	20.29%	20.29%	
390		Call Waiting	RESALE	20.29%	20.29%	
391		Caller ID WithName (Calling Name)	RESALE	20.29%	20.29%	
392		Caller ID (Calling Number)	RESALE	20.29%	20.29%	
393		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	20.29%	20.29%	
394		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	20.29%	20.29%	
395		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%	
396		Selective Call Forwarding	RESALE	0.00%	0.00%	
397		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	20.29%	20.29%	
398		Remote Call Forwarding-Per Feature	RESALE	20.29%	20.29%	
399		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%	
400		RCF, Intrastate	RESALE	20.29%	20.29%	
401		RCF, Interstate, International	RESALE	20.29%	20.29%	
402		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%	
403		RCF to 800	RESALE	20.29%	20.29%	
404		RCF Additional	RESALE	20.29%	20.29%	
405		Speed Calling 8	RESALE	20.29%	20.29%	
406		Speed Calling 30	RESALE	20.29%	20.29%	
407		Three Way Calling	RESALE	20.29%	20.29%	
408		Call Screening	RESALE	20.29%	20.29%	
409		Busy Line Transfer	RESALE	20.29%	20.29%	
410		Alternate Answer	RESALE	20.29%	20.29%	
411		Message Waiting - Tone	RESALE	20.29%	20.29%	
412		Easy Call	RESALE	20.29%	20.29%	
413		Prime Number Service	RESALE	20.29%	20.29%	
414		AT&T Ohio Privacy Manager	RESALE	20.29%	20.29%	
415		Name and Number Delivery Service	RESALE	20.29%	20.29%	
416						
417		DID				
418		DID	RESALE	20.29%	20.29%	
419						
420		TRUNKS				
421		Trunk	RESALE	20.29%	20.29%	
422						
423		AIN				
424		Area Wide Networking	RESALE	20.29%	20.29%	

TBD - To be determined
ICB - Individual Case Basis

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
425		Emergency Referral Message Service (Disaster Routing Service)	RESALE	20.29%	20.29%
426		AT&T Ohio Switch Alternate Routing (ANSAR)	RESALE	20.29%	20.29%
427		AT&T Ohio Customer Location Alternate Routing (ACLAR)	RESALE	20.29%	20.29%
428					
429		OTHER			
430		Grandfathered Services	RESALE	0.00%	0.00%
431		Promotions (Greater than 90 days)	RESALE	20.29%	20.29%
432		TouchTone (Business)	RESALE	20.29%	20.29%
433		TouchTone (Trunk)	RESALE	20.29%	20.29%
434					
435		Data Services			
436		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	20.29%	20.29%
437		PBX Trunks	RESALE	20.29%	20.29%
438		Mulit-Service Optical Network (MON)	RESALE	20.29%	20.29%
439		OCn-PTP	RESALE	20.29%	20.29%
440		ADTS-E	RESALE	20.29%	20.29%
441		DS0	RESALE	20.29%	20.29%
442		DS1	RESALE	20.29%	20.29%
443		DS3	RESALE	20.29%	20.29%
444					
445		ISDN			
446		ISDN	RESALE	20.29%	20.29%
447					
448		DIRECTORY ASSISTANCE / OPERATOR SERVICES			
449		Local Operator Assistance Service	RESALE	20.29%	N/A
450		Local Directory Assistance	RESALE	20.29%	N/A
451					
452		National Directory Assistance (NDA), per call	OPEN	$ 0.65	N/A
453		Reverse Directory Assistance (RDA), per call		$ 0.65	
454		Business Category Search (BCS), per call	OPEN	$ 0.65	N/A
455		Directory Assistance Call Completion (DACC), per call	OPEN	$ 0.15	N/A
456					
457		OS/DA Automated Call Greeting and References / Rates			
458		Branding - Other - Initial/Subsequent Load, per switch		N/A	$ 1,800.00
459		Branding and Reference/Rate Look Up, per OS/DA call		$ 0.03	
460		Rate Reference - Initial Load, per state, per OCN		N/A	$ 5,000.00
461		Rate Reference - Subsequent Load, per state, per OCN		N/A	$ 1,500.00
462					
463		TOLL			
464		TOLL	RESALE	20.29%	20.29%
465					
466		OPTIONAL TOLL CALLING PLANS			
467		Optional Toll Calling Plans	RESALE	20.29%	20.29%
468					
469		CENTREX (PLEXAR)			
470		CENTREX ACS	RESALE	20.29%	20.29%
471		CENTREX ACS AT&T Ohio CENTREX Network Manager	RESALE	0.00%	0.00%
472					
473		PRIVATE LINE			
474		Analog Private Lines	RESALE	20.29%	20.29%
475		Private Line Channel Services	RESALE	20.29%	20.29%
476					
477	RESIDENCE			RESALE DISCOUNTS	
478		LOCAL EXCHANGE SERVICE		RECURRING	NON-RECURRING
479		Life Line	RESALE	0.00%	0.00%
480		Residence 1 Party	RESALE	20.29%	20.29%
481		Residence Measured	RESALE	20.29%	20.29%
482					
483		EXPANDED LOCAL CALLING			
484		Extended Area Service	RESALE	20.29%	20.29%
485					
486		VERTICAL SERVICES			
487		Anonymous Call Rejection	RESALE	20.29%	20.29%
488		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
489		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
490		Call Blocker	RESALE	20.29%	20.29%
491		Call Forwarding	RESALE	20.29%	20.29%
492		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
493		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%

TBD - To be determined
ICB - Individual Case Basis

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
September 12, 2007

Line	OHIO	- Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
494		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
495		Automatic Call-Back (Call Return)	RESALE	20.29%	20.29%
496		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
497		Call Trace	RESALE	20.29%	20.29%
498		Call Waiting	RESALE	20.29%	20.29%
499		Caller ID with Name (Calling Name)	RESALE	20.29%	20.29%
500		Caller ID (Calling Number)	RESALE	20.29%	20.29%
501		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	20.29%	20.29%
502		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	20.29%	20.29%
503		Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%
504		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
505		RCF, Intrastate	RESALE	20.29%	20.29%
506		RCF, Interstate, International	RESALE	20.29%	20.29%
507		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
508		RCF to 800	RESALE	20.29%	20.29%
509		RCF Additional	RESALE	20.29%	20.29%
510		Selective Call Forwarding	RESALE	20.29%	20.29%
511		Speed Calling 8	RESALE	20.29%	20.29%
512		Three Way Calling	RESALE	20.29%	20.29%
513		Call Screening	RESALE	20.29%	20.29%
514		Busy Line Transfer	RESALE	20.29%	20.29%
515		Alternate Answer	RESALE	20.29%	20.29%
516		Message Waiting - Tone	RESALE	20.29%	20.29%
517		Easy Call	RESALE	20.29%	20.29%
518		AT&T Ohio Privacy Manager	RESALE	20.29%	20.29%
519		Name and Number Delivery Service	RESALE	20.29%	20.29%
520					
521		ISDN			
522		ISDN	RESALE	20.29%	20.29%
523					
524		OTHER			
525					
526		Grandfathered Services	RESALE	0.00%	0.00%
527		Promotions (Greater than 90 Days)	RESALE	20.29%	20.29%
528		TouchTone	RESALE	20.29%	20.29%
529		Home Services Packages	RESALE	20.29%	20.29%
530					
531		TOLL			
532					
533		Custom and Dedicated 800 Service (Home 800)	RESALE	20.29%	20.29%
534		IntraLATA MTS	RESALE	20.29%	20.29%
535		900/976 Call Blocking (900/976 Call Restriction)	RESALE	20.29%	20.29%
536		976 (976 Information Delivery Service)	RESALE	20.29%	20.29%
537		Access Services (See Current Access Tariff)	RESALE	0%	0%
538		Additional Directory Listings	RESALE	20.29%	20.29%
539		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	20.29%	20.29%
540		Connection Services	RESALE	20.29%	20.29%
541		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%
542		Shared Tenant Service	RESALE	0%	0%
543		Toll Restriction	RESALE	20.29%	20.29%
544		Restoral of Service Charge	RESALE	0%	0%
545					
546		Electronic Billing Information Data (daily usage)	RESALE	$0.00	
547		per message			
548					
549		Local disconnect Report (LDR)			
550		Per WTN	RESALE	$0.00	
551					
552		Line Connection Charge			
553		Complex (Residence)	RESALE		20.29%
554		Complex (Business)	RESALE		20.29%
555		Simple (Residence)	RESALE		20.29%
556		Simple (Business)	RESALE		20.29%
557					
558		Service Order/Service Request Charge			
559		Complex (Residence)	RESALE		20.29%
560		Complex (Business)	RESALE		20.29%

TBD - To be determined
ICB - Individual Case Basis

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
September 12, 2007

Line	OHIO - Generic Rate Sheets	USOC	Monthly Recurring	Non-Recurring
561	Simple (Residence)	RESALE		20.29%
562	Simple (Business)	RESALE		20.29%
563				
564	Non-Electronic (Manual) Service Order Charge			
565	Complex (Residence)	RESALE		$ 9.02
566	Complex (Business)	RESALE		$ 9.02
567	Simple (Residence)	RESALE		$ 9.02
568	Simple (Business)	RESALE		$ 9.02

TBD - To be determined
ICB - Individual Case Basis

INTRADO COMMUNICATIONS INC.
PRICING SCHEDULE

	One Time Fee	Monthly Recurring Charge
Per DS1	$250.00	$127.00
Per DS0	$250.00	$ 40.00

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
COLLOCATION RATE SUMMARY
April 24, 2007

	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
2	1	**CESTC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
3	2	**REAL ESTATE**				
4	3	Site Conditioning	Per Sq. Ft. of space used by CESTC	**S8FWB**		$9.28
5	4	Safety & Security	Per Sq. Ft. of space used by CESTC	**S8F4N**		$19.56
6	5	Floor Space Usage	Per Sq. Ft. of space used by CESTC	**S8F4L**	$5.97	
7	6	**COMMON SYSTEMS**				
8	7	Common Systems - Cage	Per Sq. Ft. of space used by CESTC	**S8F4A**	$0.44	$59.86
9	8	**PLANNING**				
10	9	Planning - Central Office	Per Sq. Ft. of space used by CESTC	**S8GCA**	$0.09	$7.55
11	10	Planning	Per Request	**NRFCD**		$5,244.43
12	11	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
13	12	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
14	13	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
15	14	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
16	15	**POWER PROVISIONING**				
17	16	**Power Panel:**				
18	17	50 Amp	Per Power Panel (CESTC Provided)	**NONE**		
19	18	200 Amp	Per Power Panel (CESTC Provided)	**NONE**		
20	19	**Power Cable and Infrastructure:**				
21	20	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
22	21	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CESTC Provided)	**C1F31**	$0.25	$48.23
23	22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CESTC Provided)	**S8GF1**	$0.25	$48.23
24	23	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CESTC Provided)	**C1F32**	$0.25	$48.23
25	24	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CESTC Provided)	**C1F33**	$0.25	$48.23
26	25	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CESTC Provided)	**S8GF2**	$0.25	$48.23
27	26	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CESTC Provided)	**S8GF3**	$0.25	$48.23
28	27	**Equipment Grounding:**				
29	28	Ground Cable Placement	Per Sq. Ft. of space used by CESTC	**S8FCR**	$0.03	$0.92
30	29	**DC POWER AMPERAGE CHARGE**				
31	30	HVAC	Per 10 Amps	**S8GCS**	$14.62	
32	31	Per Amp	Per Amp	**S8GCR**	$10.61	
33	32	**FIBER CABLE PLACEMENT**				
34	33	**Central Office:**				
35	34	Fiber Cable	Per Fiber Cable Sheath (CESTC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
36	35	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
37	36	**MISCELLANEOUS & OPTIONAL COST:**				
38	37	**MISCELLANEOUS COSTS**				
39	38	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
40	39	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
41	40	Space Availability Report	Per Premise	**NRFCQ**		$168.04
42	41	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
43	42	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
44	43	**CAGE COMMON COSTS**				
45	44	AC Circuit Placement	Per Sq. Ft. (CESTC provides cage)	**NRL6O**		$5.29
46	45	**INTERCONNECTION COSTS:**				
47	46	**ILEC TO CESTC CONNECTION**				
48	47	Voice Grade Arrangement	100 Copper Pairs (CESTC provides cable)	**S8F48**	$3.86	$156.02
49	48	Voice Grade Arrangement	100 Shielded Pairs (CESTC provides cable)	**S8FWU**	$3.86	$156.02
50	49	DS1 Arrangement - DCS	28 DS1 (CESTC provides cable)	**S8FQM**	$295.42	$3,105.79
51	50	DS1 Arrangement - DSX	28 DS1 (CESTC provides cable)	**S8F46**	$6.07	$486.89
52	51	DS3 Arrangement - DCS	1 DS3 (CESTC provides cable)	**S8F47**	$115.30	$1,809.40
53	52	DS3 Arrangement - DSX	1 DS3 (CESTC provides cable)	**S8FQN**	$5.69	$116.67
54	53	Fiber Arrangement	12 Fiber Pairs (CESTC provides cable)	**S8FQR**	$3.58	$698.82
55	54	**CESTC TO CLEC CONNECTION**				
56	55	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
57	56	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
58	57	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
59	58	Route Design		**NRFCX**		$424.88
60	59	Connection for DS1	Per 28 Circuits (CESTC provides cable)	**S8GFH**	$0.18	
61	60	Connection for DS3	Per Circuit (CESTC provides cable)	**S8GFJ**	$0.12	
62	61	Connection for Optical	Per Cable (CESTC provides cable)	**S8GFK**	$0.31	
63	62	**TIME SENSITIVE ACTIVITIES**				
64	63	**PRE-VISITS**				
65	64	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
66	65	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
67	66	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
68	67	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
69	68	**CONSTRUCTION VISITS**				
70	69	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
71	70	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
72	71					
73	72	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
74	73	**REAL ESTATE**				
75	74	Site Conditioning	Per Sq. Ft. of space used by CESTC	**S8GCE**		$9.28
76	75	Safety & Security	Per Sq. Ft. of space used by CESTC	**S8GCF**		$19.56
77	76	Floor Space Usage	Per Sq. Ft. of space used by CESTC	**S8GCD**	$5.97	
78	77	**COMMON SYSTEMS**				
79	78	Common Systems - Cage	Per Sq. Ft. of space used by CESTC	**S8GCG**	$0.44	$59.86

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	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
80	79	**PLANNING**				
81	80	Planning - Central Office	Per Sq. Ft. of space used by CESTC	**S8GCA**	$0.09	$7.55
82	81	Planning	Per Request	**NRFCD**		$5,244.43
83	82	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
84	83	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
85	84	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
86	85	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
87	86	**POWER PROVISIONING**				
88	87	**Power Panel:**				
89	88	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
90	89	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
91	90	**Power Cable and Infrastructure:**				
92	91	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3A**	$5.83	$1,378.83
93	92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCU**	$7.74	$1,570.84
94	93	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3B**	$8.35	$1,700.70
95	94	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3C**	$8.96	$1,830.56
96	95	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCV**	$9.57	$1,954.85
97	96	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCW**	$11.39	$2,344.44
98	97	**Equipment Grounding:**				
99	98	Ground Cable Placement	Per Sq. Ft. of space used by CESTC	**S8GDA**	$0.03	$0.92
100	99	**DC POWER AMPERAGE CHARGE**				
101	100	HVAC	Per 10 Amps	**S8GCS**	$14.62	
102	101	Per Amp	Per Amp	**S8GCR**	$10.61	
103	102	**FIBER CABLE PLACEMENT**				
104	103	**Central Office:**				
105	104	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
106	105	Entrance Conduit to Vault	Per Fiber Cable Sheath	**S8GDD**	$8.76	
107	106	**MISCELLANEOUS & OPTIONAL COST:**				
108	107	**MISCELLANEOUS COSTS**				
109	108	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
110	109	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
111	110	Space Availability Report	Per Premise	**NRFCQ**		$168.04
112	111	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
113	112	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
114	113	**CAGE COMMON COSTS**				
115	114	Cage Preparation	Per Sq. Ft. of space used by CESTC	**S8GCH**	$0.27	$19.70
116	115	**INTERCONNECTION COSTS:**				
117	116	**ILEC TO CESTC CONNECTION**				
118	117	Voice Grade Arrangement	100 Copper Pairs	**S8GD4**	$4.92	$1,027.16
119	118	Voice Grade Arrangement	100 Shielded Pairs	**S8GD5**	$4.92	$1,027.16
120	119	DS1 Arrangement - DCS	28 DS1	**S8GDK**	$297.44	$3,613.06
121	120	DS1 Arrangement - DSX	28 DS1	**S8GDP**	$9.79	$1,346.48
122	121	DS3 Arrangement - DCS	1 DS3	**S8GDV**	$115.58	$2,181.58
123	122	DS3 Arrangement - DSX	1 DS3	**S8GDZ**	$7.14	$603.89
124	123	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	**S8GED**	$6.55	$1,779.78
125	124	**CESTC TO CLEC CONNECTION**				
126	125	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
127	126	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
128	127	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
129	128	Route Design		**NRFCX**		$424.88
130	129	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
131	130	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
132	131	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07
133	132	**TIME SENSITIVE ACTIVITIES**				
134	133	**PRE-VISITS**				
135	134	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
136	135	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
137	136	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
138	137	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
139	138	**CONSTRUCTION VISITS**				
140	139	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
141	140	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
142	141					
143	142	**CESTC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
144	143	**REAL ESTATE**				
145	144	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
146	145	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
147	146	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8F9C**	$64.21	
148	147	**COMMON SYSTEMS**				
149	148	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8FWE**	$9.35	$760.45
150	149	**PLANNING**				
151	150	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
152	151	Planning	Per Request	**NRFCJ**		$4,601.93
153	152	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
154	153	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
155	154	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
156	155	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
157	156	**POWER PROVISIONING**				
158	157	**Power Panel:**				
159	158	50 Amp	Per Power Panel (CESTC Provided)	**NONE**		
160	159	200 Amp	Per Power Panel (CESTC Provided)	**NONE**		

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	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
161	160	**Power Cable and Infrastructure:**				
162	161	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
163	162	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CESTC Provided)	**C1F34**	$0.25	$48.23
164	163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CESTC Provided)	**S8GF1**	$0.25	$48.23
165	164	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CESTC Provided)	**C1F35**	$0.25	$48.23
166	165	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CESTC Provided)	**C1F36**	$0.25	$48.23
167	166	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CESTC Provided)	**S8GF2**	$0.25	$48.23
168	167	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CESTC Provided)	**S8GF3**	$0.25	$48.23
169	168	**Equipment Grounding:**				
170	169	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
171	170	**DC POWER AMPERAGE CHARGE**				
172	171	HVAC	Per 10 Amps	**S8GCS**	$14.62	
173	172	Per Amp	Per Amp	**S8GCR**	$10.61	
174	173	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
175	174	**FIBER CABLE PLACEMENT**				
176	175	**Central Office:**				
177	176	Fiber Cable	Per Fiber Cable Sheath (CESTC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
178	177	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
179	178	**CEV, HUT & Cabinets:**				
180	179	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
181	180	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
182	181	**MISCELLANEOUS & OPTIONAL COST:**				
183	182	**MISCELLANEOUS COSTS**				
184	183	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
185	184	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
186	185	Space Availability Report	Per Premise	**NRFCQ**		$168.04
187	186	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
188	187	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
189	188	**CAGELESS / POT BAY OPTIONS**				
190	189	Standard Equipment Bay	Each (CESTC Provided)	**NONE**		
191	190	Non-Standard Cabinet Bay	Each (CESTC Provided)	**NONE**		
192	191	VF/DS0 Termination Panel	Each (CESTC Provided)	**NONE**		
193	192	VF/DS0 Termination Module	Each (CESTC Provided)	**NONE**		
194	193	DDP-1 Panel	Each (CESTC Provided)	**NONE**		
195	194	DDP-1 Jack Access Card	Each (CESTC Provided)	**NONE**		
196	195	DS3/STS-1 Interconnect Panel	Each (CESTC Provided)	**NONE**		
197	196	DS3 Interconnect Module	Each (CESTC Provided)	**NONE**		
198	197	Fiber Optic Splitter Panel	Each (CESTC Provided)	**NONE**		
199	198	Fiber Termination Dual Module	Each (CESTC Provided)	**NONE**		
200	199	**CEV, HUT, CABINET**				
201	200	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
202	201	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
203	202	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
204	203	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
205	204	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
206	205	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
207	206	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
208	207	**INTERCONNECTION COSTS:**				
209	208	**ILEC TO CESTC CONNECTION**				
210	209	Voice Grade Arrangement	100 Copper Pairs (CESTC provides cable)	**S8F3E**	$3.86	$156.02
211	210	Voice Grade Arrangement	100 Shielded Pairs (CESTC provides cable)	**S8FWV**	$3.86	$156.02
212	211	DS1 Arrangement - DCS	28 DS1 (CESTC provides cable)	**S8F2J**	$295.42	$3,105.79
213	212	DS1 Arrangement - DSX	28 DS1 (CESTC provides cable)	**S8F2P**	$6.07	$486.89
214	213	DS3 Arrangement - DCS	1 DS3 (CESTC provides cable)	**S8F21**	$115.30	$1,809.40
215	214	DS3 Arrangement - DSX	1 DS3 (CESTC provides cable)	**S8F25**	$5.69	$116.67
216	215	Fiber Arrangement	12 Fiber Pairs (CESTC provides cable)	**S8F49**	$3.76	$495.49
217	216	**CESTC TO CLEC CONNECTION**				
218	217	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
219	218	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
220	219	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
221	220	Route Design		**NRFCX**		$424.88
222	221	Connection for DS1	Per 28 Circuits (CESTC provides cable)	**S8GFL**	$0.18	$0.00
223	222	Connection for DS3	Per Circuit (CESTC provides cable)	**S8GFM**	$0.12	$0.00
224	223	Connection for Optical	Per Cable (CESTC provides cable)	**S8GFN**	$0.31	$0.00
225	224	**PROJECT MANAGEMENT**				
226	225	**CEV, HUT & CABINET**				
227	226	Project Coordination	Per CESTC Application	**NRFCK**		$631.17
228	227	**TIME SENSITIVE ACTIVITIES**				
229	228	**PRE-VISITS**				
230	229	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
231	230	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
232	231	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
233	232	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
234	233	**CONSTRUCTION VISITS**				
235	234	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
236	235	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
237	236					
238	237	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
239	238	**REAL ESTATE**				
240	239	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8GCL**		$92.81
241	240	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8GCN**		$195.57
242	241	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8GCK**	$64.21	

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	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
243	242	**COMMON SYSTEMS**				
244	243	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8GCM**	$9.35	$760.45
245	244	**PLANNING**				
246	245	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
247	246	Planning	Per Request	**NRFCJ**		$4,601.93
248	247	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
249	248	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
250	249	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
251	250	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
252	251	**POWER PROVISIONING**				
253	252	**Power Panel:**				
254	253	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
255	254	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
256	255	**Power Cable and Infrastructure:**				
257	256	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3D**	$5.83	$2,100.33
258	257	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCX**	$7.74	$2,262.52
259	258	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3E**	$8.35	$2,424.71
260	259	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3F**	$8.96	$2,586.91
261	260	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCY**	$9.57	$2,749.10
262	261	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCZ**	$11.39	$3,236.32
263	262	**Equipment Grounding:**				
264	263	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
265	264	**DC POWER AMPERAGE CHARGE**				
266	265	HVAC	Per 10 Amps	**S8GCS**	$14.62	
267	266	Per Amp	Per Amp	**S8GCR**	$10.61	
268	267	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
269	268	**FIBER CABLE PLACEMENT**				
270	269	**Central Office:**				
271	270	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
272	271	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
273	272	**CEV, HUT & Cabinets:**				
274	273	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
275	274	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
276	275	**MISCELLANEOUS & OPTIONAL COST:**				
277	276	**MISCELLANEOUS COSTS**				
278	277	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
279	278	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
280	279	Space Availability Report	Per Premise	**NRFCQ**		$168.04
281	280	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
282	281	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
283	282	**CAGELESS / POT BAY OPTIONS**				
284	283	Standard Equipment Bay	Each	**NRFCO**	$8.89	$721.28
285	284	Non-Standard Cabinet Bay	Each	**NRFCP**	$17.78	$3,470.81
286	285	VF/DS0 Termination Panel/Module	Each	**S8GE5**	$3.10	$605.64
287	286	DDP-1 Panel/Jack Access Card	Each	**S8GE6**	$8.08	$1,576.65
288	287	DS3/STS-1 Interconnect Panel	Each	**S8GE7**	$2.38	$465.47
289	288	DS3 Interconnect Module	Each	**S8GE8**	$0.45	$87.35
290	289	Fiber Optic Splitter Panel	Each	**S8GE9**	$1.52	$297.00
291	290	Fiber Termination Dual Module	Each	**S8GFA**	$1.37	$267.88
292	291	**CEV, HUT, CABINET**				
293	292	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
294	293	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
295	294	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
296	295	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
297	296	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
298	297	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
299	298	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
300	299	**INTERCONNECTION COSTS:**				
301	300	**ILEC TO CESTC CONNECTION**				
302	301	Voice Grade Arrangement	100 Copper Pairs	**S8GD6**	$4.92	$1,027.16
303	302	Voice Grade Arrangement	100 Shielded Pairs	**S8GD7**	$4.92	$1,027.16
304	303	DS1 Arrangement - DCS	28 DS1	**S8GDL**	$297.44	$3,613.06
305	304	DS1 Arrangement - DSX	28 DS1	**S8GDQ**	$9.79	$1,346.48
306	305	DS3 Arrangement - DCS	1 DS3	**S8GDW**	$115.58	$2,181.58
307	306	DS3 Arrangement - DSX	1 DS3	**S8GD1**	$7.14	$603.89
308	307	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEE**	$6.55	$1,779.78
309	308	**CESTC TO CLEC CONNECTION**				
310	309	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
311	310	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
312	311	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
313	312	Route Design		**NRFCX**		$424.88
314	313	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
315	314	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
316	315	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07
317	316	**PROJECT MANAGEMENT**				
318	317	**CEV, HUT & CABINET**				
319	318	Project Coordination	Per CESTC Application	**NRFCK**		$631.17
320	319	**TIME SENSITIVE ACTIVITIES**				
321	320	**PRE-VISITS**				
322	321	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
323	322	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
324	323	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
325	324	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24

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	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
326	325	**CONSTRUCTION VISITS**				
327	326	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
328	327	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
329	328					
330	329	**CESTC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
331	330	**REAL ESTATE**				
332	331	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
333	332	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
334	333	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
335	334	**COMMON SYSTEMS**				
336	335	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
337	336	**PLANNING**				
338	337	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
339	338	Planning	Per Request	**NRFCJ**		$4,601.93
340	339	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
341	340	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
342	341	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
343	342	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
344	343	**POWER PROVISIONING**				
345	344	**Power Panel:**				
346	345	50 Amp	Per Power Panel (CESTC provides)	**NONE**		
347	346	200 Amp	Per Power Panel (CESTC provides)	**NONE**		
348	347	**Power Cable and Infrastructure:**				
349	348	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
350	349	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CESTC Provided)	**C1F31**	$0.25	$48.23
351	350	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CESTC Provided)	**S8GF1**	$0.25	$48.23
352	351	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CESTC Provided)	**C1F32**	$0.25	$48.23
353	352	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CESTC Provided)	**C1F33**	$0.25	$48.23
354	353	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CESTC Provided)	**S8GF2**	$0.25	$48.23
355	354	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CESTC Provided)	**S8GF3**	$0.25	$48.23
356	355	**Equipment Grounding:**				
357	356	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
358	357	**DC POWER AMPERAGE CHARGE**				
359	358	HVAC	Per 10 Amps	**S8GCS**	$14.62	
360	359	Per Amp	Per Amp	**S8GCR**	$10.61	
361	360	**FIBER CABLE PLACEMENT**				
362	361	**Central Office:**				
363	362	Fiber Cable	Per Fiber Cable Sheath (CESTC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
364	363	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
365	364	**MISCELLANEOUS & OPTIONAL COST:**				
366	365	**MISCELLANEOUS COSTS**				
367	366	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
368	367	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
369	368	Space Availability Report	Per Premise	**NRFCQ**		$168.04
370	369	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
371	370	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
372	371	**CAGE COMMON COSTS**				
373	372	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
374	373	**INTERCONNECTION COSTS:**				
375	374	**ILEC TO CESTC CONNECTION**				
376	375	Voice Grade Arrangement	100 Copper Pairs (CESTC provides cable)	**S8F3E**	$3.86	$156.02
377	376	Voice Grade Arrangement	100 Shielded Pairs (CESTC provides cable)	**S8FWV**	$3.86	$156.02
378	377	DS1 Arrangement - DCS	28 DS1 (CESTC provides cable)	**S8F2J**	$295.42	$3,105.79
379	378	DS1 Arrangement - DSX	28 DS1 (CESTC provides cable)	**S8F2P**	$6.07	$486.89
380	379	DS3 Arrangement - DCS	1 DS3 (CESTC provides cable)	**S8F21**	$115.30	$1,809.40
381	380	DS3 Arrangement - DSX	1 DS3 (CESTC provides cable)	**S8F25**	$5.69	$116.67
382	381	Fiber Arrangement	12 Fiber Pairs (CESTC provides cable)	**S8F49**	$3.76	$495.49
383	382					
384	383	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
385	384	**REAL ESTATE**				
386	385	Site Conditioning	Per Bay	**S8GCL**		$92.81
387	386	Safety & Security	Per Frame	**S8GCN**		$195.57
388	387	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
389	388	**COMMON SYSTEMS**				
390	389	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
391	390	**PLANNING**				
392	391	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
393	392	Planning	Per Request	**NRFCJ**		$4,601.93
394	393	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
395	394	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
396	395	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
397	396	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
398	397	**POWER PROVISIONING**				
399	398	**Power Panel:**				
400	399	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
401	400	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46

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	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
402	401	**Power Cable and Infrastructure:**				
403	402	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3A**	$5.83	$1,378.83
404	403	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GC1**	$7.74	$1,570.84
405	404	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3B**	$8.35	$1,700.70
406	405	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3C**	$8.96	$1,830.56
407	406	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GC2**	$9.57	$1,954.85
408	407	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC3**	$11.39	$2,344.44
409	408	**Equipment Grounding:**				
410	409	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
411	410	**DC POWER AMPERAGE CHARGE**				
412	411	HVAC	Per 10 Amps	**S8GCS**	$14.62	
413	412	Per Amp	Per Amp	**S8GCR**	$10.61	
414	413	**FIBER CABLE PLACEMENT**				
415	414	**Central Office:**				
416	415	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
417	416	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
418	417	**MISCELLANEOUS & OPTIONAL COST:**				
419	418	**MISCELLANEOUS COSTS**				
420	419	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
421	420	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
422	421	Space Availability Report	Per Premise	**NRFCQ**		$168.04
423	422	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
424	423	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
425	424	**CAGE COMMON COSTS**				
426	425	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
427	426	**INTERCONNECTION COSTS:**				
428	427	**ILEC TO CESTC CONNECTION**				
429	428	Voice Grade Arrangement	100 Copper Pairs	**S8GD8**	$4.92	$1,027.16
430	429	Voice Grade Arrangement	100 Shielded Pairs	**S8GD9**	$4.92	$1,027.16
431	430	DS1 Arrangement - DCS	28 DS1	**S8GDM**	$297.44	$3,613.06
432	431	DS1 Arrangement - DSX	28 DS1	**S8GDR**	$9.79	$1,346.48
433	432	DS3 Arrangement - DCS	1 DS3	**S8GDX**	$115.58	$2,181.58
434	433	DS3 Arrangement - DSX	1 DS3	**S8GD2**	$7.14	$603.89
435	434	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEF**	$6.55	$1,779.78
436	435					
437	436	**CESTC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
438	437	**REAL ESTATE**				
439	438	Site Conditioning	Per Frame	**S8FX5**		$92.81
440	439	Safety & Security	Per Frame	**S8FX6**		$195.57
441	440	Floor Space Usage	Per Frame	**S8F62**	$28.91	
442	441	**COMMON SYSTEMS**				
443	442	Common Systems - Standard	Per Frame	**S8F64**	$10.75	
444	443	Common Systems - Non-Standard	Per Cabinet	**S8F65**	$19.36	
445	444	**PLANNING**				
446	445	Planning	Per Request	**NRM99**		$5,555.76
447	446	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
448	447	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
449	448	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
450	449	**POWER PROVISIONING**				
451	450	**Power Cable and Infrastructure:**				
452	451	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
453	452	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CESTC Provided)	**C1F37**	$0.52	
454	453	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CESTC Provided)	**S8GFO**	$0.52	
455	454	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CESTC Provided)	**C1F38**	$0.52	
456	455	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CESTC Provided)	**C1F39**	$0.52	
457	456	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CESTC Provided)	**S8GFP**	$0.52	
458	457	**Equipment Grounding:**				
459	458	Ground Cable Placement	Per Frame	**S8F69**	$0.36	
460	459	**DC POWER AMPERAGE CHARGE**				
461	460	HVAC	Per 10 Amps	**S8FXO**	$14.62	
462	461	Per Amp	Per Amp	**S8FXN**	$10.61	
463	462	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	
464	463	**FIBER CABLE PLACEMENT**				
465	464	**Central Office:**				
466	465	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
467	466	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
468	467	**CEV, HUT & Cabinets:**				
469	468	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
470	469	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
471	470	**MISCELLANEOUS & OPTIONAL COST:**				
472	471	**MISCELLANEOUS COSTS**				
473	472	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
474	473	Bits Timing	Based on two (2) leads per circuit	**S8FXS**	$3.58	$698.82
475	474	**VIRTUAL FRAME OPTIONS**				
476	475	Standard Equipment Bay	Each (CESTC Provided)	**NONE**		
477	476	**CEV, HUT, CABINET**				
478	477	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
479	478	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
480	479	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
481	480	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
482	481	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
483	482	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
484	483	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	

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	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
485	484	**INTERCONNECTION COSTS:**				
486	485	**ILEC TO CESTC CONNECTION**				
487	486	Voice Grade Arrangement	100 Copper Pairs (CESTC provides cable)	**S8F82**	$3.86	$225.02
488	487	Voice Grade Arrangement	100 Shielded Pairs (CESTC provides cable)	**S8F83**	$3.86	$225.02
489	488	DS1 Arrangement - DCS	28 DS1 (CESTC provides cable)	**S8F8X**	$295.42	$3,496.22
490	489	DS1 Arrangement - DSX	28 DS1 (CESTC provides cable)	**S8F8Y**	$6.07	$651.13
491	490	DS3 Arrangement - DCS	1 DS3 (CESTC provides cable)	**S8F8Z**	$115.30	$2,186.12
492	491	DS3 Arrangement - DSX	1 DS3 (CESTC provides cable)	**S8F81**	$5.69	$204.42
493	492	Fiber Arrangement	12 Fiber Pairs (CESTC provides cable)	**S8F84**	$10.47	$152.71
494	493	**VIRTUAL TO VIRTUAL CONNECTION**				
495	494	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
496	495	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
497	496	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
498	497	Route Design		**NRLWF**		$463.36
499	498	Connection for DS1	Per 28 Circuits (CESTC provides cable)	**S8GFQ**	$0.41	$0.00
500	499	Connection for DS3	Per Circuit (CESTC provides cable)	**S8GFR**	$0.27	$0.00
501	500	Connection for Optical	Per Cable (CESTC provides cable)	**S8GFS**	$0.81	$0.00
502	501	**PROJECT MANAGEMENT**				
503	502	**CEV, HUT & CABINET**				
504	503	Project Coordination	Per CESTC Application Augment	**NRFCK**		$631.17
505	504	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
506	505	**CENTRAL OFFICE TYPE**				
507	506	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
508	507	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMHN**		$242.35
509	508	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
510	509	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
511	510	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMJ9**		$242.35
512	511	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
513	512	**CEV, HUT & CABINET**				
514	513	Per Visit	4 Hour Minimum - Initial	**NRMJ9**		$242.35
515	514	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
516	515	**ADDITIONAL LABOR ELEMENTS**				
517	516	**TRAINING**				
518	517	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
519	518	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
520	519	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
521	520	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
522	521	**EQUIPMENT EVALUATION COST**				
523	522	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
524	523	**TEST AND ACCEPTANCE**				
525	524	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
526	525					
527	526	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
528	527	**REAL ESTATE**				
529	528	Site Conditioning	Per Frame	**S8FX5**		$92.81
530	529	Safety & Security	Per Frame	**S8FX6**		$195.57
531	530	Floor Space Usage	Per Frame	**S8FX1**	$28.91	
532	531	**COMMON SYSTEMS**				
533	532	Common Systems - Standard	Per Frame	**S8FX3**	$10.75	
534	533	Common Systems - Non-Standard	Per Frame	**S8FX4**	$19.36	
535	534	**PLANNING**				
536	535	Planning	Per Request	**NRM99**		$5,555.76
537	536	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
538	537	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
539	538	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
540	539	**POWER PROVISIONING**				
541	540	**Power Cable and Infrastructure:**				
542	541	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3G**	$5.83	$1,378.83
543	542	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8FX7**	$7.74	$1,570.84
544	543	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3H**	$8.35	$1,700.70
545	544	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3J**	$8.96	$1,830.56
546	545	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8FX8**	$9.57	$1,954.85
547	546	**Equipment Grounding:**				
548	547	Ground Cable Placement	Per Frame	**S8FX9**	$0.36	
549	548	**DC POWER AMPERAGE CHARGE**				
550	549	HVAC	Per 10 Amps	**S8FXO**	$14.62	
551	550	Per Amp	Per Amp	**S8FXN**	$10.61	
552	551	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	
553	552	**FIBER CABLE PLACEMENT**				
554	553	**Central Office:**				
555	554	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
556	555	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
557	556	**CEV, HUT & Cabinets:**				
558	557	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
559	558	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
560	559	**MISCELLANEOUS & OPTIONAL COST:**				
561	560	**MISCELLANEOUS COSTS**				
562	561	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
563	562	Bits Timing	Based on two (2) leads per circuit	**S8FXS**	$3.58	$698.82
564	563	**VIRTUAL FRAME OPTIONS**				
565	564	Standard Equipment Bay	Each	**S8FX2**	$22.19	

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1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
566	565	**CEV, HUT, CABINET**				
567	566	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
568	567	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
569	568	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
570	569	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
571	570	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
572	571	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
573	572	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	
574	573	**INTERCONNECTION COSTS:**				
575	574	**ILEC TO CESTC CONNECTION**				
576	575	Voice Grade Arrangement	100 Copper Pairs	**S8FXC**	$4.94	$1,481.37
577	576	Voice Grade Arrangement	100 Shielded Pairs	**S8FXD**	$4.94	$1,481.37
578	577	DS1 Arrangement - DCS	28 DS1	**S8FXE**	$297.44	$4,067.27
579	578	DS1 Arrangement - DSX	28 DS1	**S8FXF**	$9.79	$1,800.69
580	579	DS3 Arrangement - DCS	1 DS3	**S8FXG**	$115.59	$2,635.79
581	580	DS3 Arrangement - DSX	1 DS3	**S8FXH**	$7.14	$1,058.10
582	581	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8FXJ**	$6.55	$1,996.19
583	582	**VIRTUAL TO VIRTUAL CONNECTION**				
584	583	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
585	584	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
586	585	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
587	586	Route Design		**NRML9**		$463.36
588	587	Connection for DS1	Per 28 Circuits	**S8FXL**	$3.34	$930.53
589	588	Connection for DS3	Per Circuit	**S8FXM**	$3.26	$706.77
590	589	Connection for Optical	Per Cable	**S8FXK**	$3.32	$1,095.09
591	590	**PROJECT MANAGEMENT**				
592	591	**CEV, HUT & CABINET**				
593	592	Project Coordination	Per CESTC Application Augment	**NRFCK**		$631.17
594	593	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
595	594	**CENTRAL OFFICE TYPE**				
596	595	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
597	596	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMHN**		$242.35
598	597	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
599	598	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
600	599	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMJ9**		$242.35
601	600	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
602	601	**CEV, HUT & CABINET**				
603	602	Per Visit	4 Hour Minimum - Initial	**NRMJ9**		$242.35
604	603	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
605	604	**ADDITIONAL LABOR ELEMENTS**				
606	605	**TRAINING**				
607	606	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
608	607	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
609	608	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
610	609	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
611	610	**EQUIPMENT EVALUATION COST**				
612	611	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
613	612	**TEST AND ACCEPTANCE**				
614	613	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
615	614					
616	615	**CESTC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**				
617	616	**PLANNING**				
618	617	Planning - Initial	Per Request	**NRFA1**		$9,268.73
619	618	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
620	619	**REAL ESTATE**				
621	620	Land Rental	Per Square Foot	**S8GEN**	$0.44	
622	621	**POWER PROVISIONING**				
623	622	**Power Cable and Infrastructure:**				
624	623	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CESTC provides cable)	**NONE**		
625	624	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CESTC provides cable)	**NONE**		
626	625	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CESTC provides cable)	**NONE**		
627	626	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CESTC provides cable)	**NONE**		
628	627	**AC Service:**				
629	628	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
630	629	AC Usage	Per KWH	**S8GEO**	$0.05	
631	630	**DC POWER AMPERAGE CHARGE**				
632	631	Per Amp	Per Amp	**S8GCR**	$10.61	
633	632	**FIBER CABLE PLACEMENT**				
634	633	Fiber Installation	Per Fiber Cable Sheath (CESTC Vendor Pulls Cable)	**S8GF4**	$2.13	$488.48
635	634	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
636	635	**CABLE RACK**				
637	636	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
638	637	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
639	638	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
640	639	**CONDUIT PLACEMENT**				
641	640	DC Power Cable Rack	Per Rack	**S8GES**		$7,386.71
642	641	Fiber Cable Rack	Per Rack	**S8GET**		$4,711.89
643	642	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GEU**		$5,545.50

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
COLLOCATION RATE SUMMARY
April 24, 2007

	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
644	643	**INTERCONNECTION COSTS:**				
645	644	**ILEC TO CESTC CONNECTION**				
646	645	Voice Grade Arrangement	100 Copper Pairs (CESTC provides cable)	**S8F3G**	$3.86	$156.02
647	646	Voice Grade Arrangement	100 Shielded Pairs (CESTC provides cable)	**S8FWW**	$3.86	$156.02
648	647	DS1 Arrangement - DCS	28 DS1 (CESTC provides cable)	**S8F2L**	$295.42	$3,105.79
649	648	DS1 Arrangement - DSX	28 DS1 (CESTC provides cable)	**S8F2R**	$6.07	$486.89
650	649	DS3 Arrangement - DCS	1 DS3 (CESTC provides cable)	**S8F23**	$115.30	$1,809.40
651	650	DS3 Arrangement - DSX	1 DS3 (CESTC provides cable)	**S8F27**	$5.69	$116.67
652	651	Fiber Arrangement	12 Fiber Pairs (CESTC provides cable)	**S8F3N**	$3.76	$495.49
653	652					
654	653	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE**				
655	654	**PLANNING**				
656	655	Planning - Initial	Per Request	**NRFA1**		$9,268.73
657	656	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
658	657	**REAL ESTATE**				
659	658	Land Rental	Per Square Foot	**S8GEN**	$0.44	
660	659	**POWER PROVISIONING**				
661	660	**Power Cable and Infrastructure:**				
662	661	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC4**	$13.84	$7,853.86
663	662	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	**S8GC5**	$13.84	$14,584.00
664	663	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	**S8GC6**	$13.84	$20,338.00
665	664	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	**S8GC7**	$13.84	$28,143.00
666	665	**AC Service:**				
667	666	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
668	667	AC Usage	Per KWH	**S8GEO**	$0.05	
669	668	**DC POWER AMPERAGE CHARGE**				
670	669	Per Amp	Per Amp	**S8GCR**	$10.61	
671	670	**FIBER CABLE PLACEMENT**				
672	671	Fiber Installation	Per Fiber Cable Sheath	**S8GDF**	$2.13	$976.96
673	672	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
674	673	**CABLE RACK**				
675	674	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
676	675	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
677	676	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
678	677	**CONDUIT PLACEMENT**				
679	678	DC Power Cable Rack	Per 2-Duct	**S8GES**		$7,386.71
680	679	Fiber Cable Rack	Per 1-Duct	**S8GET**		$4,711.89
681	680	Interconnection Arrangement (Copper) Racking	Per 2-Duct	**S8GEU**		$5,545.50
682	681	**INTERCONNECTION COSTS:**				
683	682	**ILEC TO CESTC CONNECTION**				
684	683	Voice Grade Arrangement	100 Copper Pairs	**S8GEA**	$6.19	$1,371.93
685	684	Voice Grade Arrangement	100 Shielded Pairs	**S8GEB**	$6.19	$1,371.93
686	685	DS1 Arrangement - DCS	28 DS1	**S8GDN**	$439.98	$2,341.45
687	686	DS1 Arrangement - DSX	28 DS1	**S8GDS**	$35.04	$2,341.45
688	687	DS3 Arrangement - DCS	1 DS3	**S8GDY**	$242.36	$598.33
689	688	DS3 Arrangement - DSX	1 DS3	**S8GD3**	$12.36	$598.33
690	689	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	**S8GEG**	$8.25	$3,751.22
691	690					
692	691	**CESTC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
693	692	**PLANNING**				
694	693	Planning	Per Request	**NRFA3**		$1,254.32
695	694	**CONDUIT**				
696	695	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
697	696	**INTERCONNECTION COSTS:**				
698	697	**ILEC TO CESTC CONNECTION**				
699	698	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CESTC Vendor Pulls and Installs Cable)	**S8GF5**	$311.43	
700	699	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CESTC Vendor Pulls and Installs Cable)	**S8GF6**	$439.96	
701	700	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CESTC Vendor Pulls and Installs Cable)	**S8GF7**	$35.03	
702	701	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CESTC Vendor Pulls and Installs Cable)	**S8GF8**	$311.43	
703	702	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CESTC Vendor Pulls and Installs Cable)	**S8GF9**	$9.02	
704	703					
705	704	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
706	705	**PLANNING**				
707	706	Planning	Per Request	**NRFA3**		$1,254.32
708	707	**CONDUIT**				
709	708	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
710	709	**INTERCONNECTION COSTS:**				
711	710	**ILEC TO CESTC CONNECTION**				
712	711	Voice Grade/DS0 Arrangement	900 DS0	**S8GEC**	$311.43	$485.31
713	712	DS1 Arrangement - DCS	28 DS1	**S8GDO**	$439.96	$1,830.99
714	713	DS1 Arrangement - DSX	28 DS1	**S8GDT**	$35.03	$1,830.99
715	714	DS1 Arrangement - MDF	450 DS1	**S8GDU**	$311.43	$485.31
716	715	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEH**	$9.02	$3,370.20
717	716					

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
COLLOCATION RATE SUMMARY
April 24, 2007

	A	B	C	D	E	F
1	**Line**	**Product Type**	**Rate Element Description**	**USOC**	**Current Monthly Recurring Rate**	**Current Non-Recurring Rate (Initial)**
718	717	**RATES AND CHARGES FOR**				
719	718	**COMPLETE SPACE DISCONTINUANCE**				
720	719	Application Fee	Per Request	**NRFX1**		$503.95
721	720	Project Management Fee – Complete Space Discontinuance	Per Request	**NRFX2**		$2,883.10
722	721	Remove Fiber Jumpers	Per linear foot	**NRFX3**		$18.79
723	722	Remove Fiber Cables	Per linear foot	**NRFX4**		$14.43
724	723	Remove VF/DS0 Cable	Per linear foot	**NRFX5**		$2.60
725	724	Remove DS1 Cable	Per linear foot	**NRFX6**		$4.89
726	725	Remove DS3 Cable (Coax)	Per linear foot	**NRFX7**		$3.57
727	726	Remove Timing Cable	Per Request	**NRFX8**		$9.64
728	727	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFX9**		$24.76
729	728	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFXA**		$22.73
730	729	Remove Cage Grounding Material	Each grounding lead & ground bar	**NRFXB**		$1,462.85
731	730	Remove Fiber Entrance Cable	Per cable removal job	**NRFXC**		$1,664.00
732	731	Infrastructure Maps & Records	Per cable removal job	**NRFXD**		$104.00
733	732	Engineering Work Order	Per cable removal job	**NRFXE**		$104.00
734	733	Work Group Information Distribution	Per cable removal job	**NRFXF**		$104.00
735	734	Restore Floor Tile – per Standard Bay	Per Standard Bay	**NRFXG**		$71.79
736	735	Floor Restoration Contractor Trip Charge	Per trip	**NRFXH**		$144.63
737	736	Restore Floor Tile	Per Non-Standard Bay	**NRFXJ**		$81.53
738	737					
739	738	**RATES AND CHARGES FOR**				
740	739	**SPACE REASSIGNMENT/RESTENCILING**				
741	740	Application Fee	Per Request	**NRFXK**		$503.95
742	741	Project Management Fee – Space Reassignment	Per Request	**NRFXL**		$2,883.10
743	742	Restencil DS0/DSL Block	Per 100 pair block	**NRFXM**		$15.33
744	743	Restencil DS1 Block	Per 28 DS1s	**NRFXN**		$6.02
745	744	Restencil DS3 Coax Cable	Per cable	**NRFXO**		$4.90
746	745	Restencil Fiber Cable Block	Per 12 pair cable	**NRFXP**		$91.95
747	746	Restencil Fiber Jumper Block	Per 4 jumpers	**NRFXQ**		$61.30
748	747	Restencil Power and tag cables	Per 1-4 feeds	**NRFXR**		$107.28
749	748	Restencil Timing Source and tag cable	Per cable	**NRFXS**		$122.60
750	749	Timing Record Book Update	Per element	**NRFXT**		$45.98
751	750	Interconnection Records Update	Per element	**NRFXU**		$296.61
752	751	Power Records Update	Per element	**NRFXV**		$355.94
753	752	Vendor Engineering	Per Space Reassignment job	**NRFXW**		$711.88
754	753					
755	754	**RATES AND CHARGES FOR**				
756	755	**POWER REDUCTION (CABLE REMOVAL)**				
757	756	Application Fee	Per Request	**NRFXX**		$503.95
758	757	Project Management Fee – Power Reduction(cable removal)	Per Request	**NRFXY**		$2,220.45
759	758	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFXZ**		$24.76
760	759	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFY1**		$22.73
761	760					
762	761	**RATES AND CHARGES FOR**				
763	762	**POWER REDUCTION (REFUSING ONLY)**				
764	763	Application Fee	Per Request	**NRFY2**		$503.95
765	764	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	**NRFY3**		$1,562.80
766	765	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	**NRFY4**		$2,004.57
767	766	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	**NRFY5**		$367.81
768	767	Restencil Power and tag cables	Per 1-4 feeds	**NRFY6**		$107.28
769	768	Power Records Update	Per element	**NRFY7**		$355.94
770	769	Vendor Engineering	Per Space Reassignment job	**NRFY8**		$711.88
771	770	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	**NRFY9**		$490.41
772	771	Restencil Power and tag cables	Per 1-4 feeds	**NRFYA**		$107.28
773	772	Power Records Update	Per element	**NRFYB**		$355.94
774	773	Vendor Engineering	Per Space Reassignment job	**NRFYC**		$711.88
775	774					
776	775	**RATES AND CHARGES FOR**				
777	776	**INTERCONNECTION TERMINATION REDUCTION**				
778	777	Application Fee	Per Request	**NRFYD**		$503.95
779	778	Project Management Fee – Interconnection Cable Reduction	Per Request	**NRFYE**		$2,441.33
780	779	Remove VF/DS0 Cable	Per linear foot	**NRFYF**		$2.60
781	780	Remove DS1 Cable	Per linear foot	**NRFYG**		$4.89
782	781	Remove DS3 Cable (Coax)	Per linear foot	**NRFYH**		$3.57
783	782	Remove Fiber Cables	Per linear foot	**NRFYJ**		$14.43
784	783	Remove Fiber Jumpers	Per linear foot	**NRFYK**		$18.79

AT&T Wholesale Amendment

Maryann Mackey
Director, Regulatory
45 Erieview Plaza, Suite 1600
Cleveland, OH 44114
(216) 822-0086 Office
(216) 375-5027 Mobile
mm4182@att.com

October 3, 2017

Mrs. Barcy McNeal
Commission Secretary
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215

Re: Case No. 17-2000-TP-NAG
Amendment to the Interconnection Agreements (ICAs) of the listed Competitive Local Exchange Carriers (CLECs) to implement bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

Dear Mrs. McNeal:

Pursuant to the FCC's Report and Order and Further Notice of Proposed Rulemaking issued by the FCC in the Matter of Developing a Unified Intercarrier Compensation Regime, FCC 11-161 and FCC 11-189 in CC Docket No. 01-92 (rel. November 18, 2011 and December 23, 2011) and consistent with O.A.C. 4901:1-7-12 Compensation for the Transport and Termination of Non-access Telecommunications Traffic, AT&T Ohio hereby files this amendment to the Interconnection Agreements of CLECs that benchmark access rates to price cap carriers for the purpose of implementing bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

The Amendment by and between AT&T Ohio and the telecommunications carriers listed in Attachment A is being filed consistent with O.A.C. 4901:1-7-07 Establishment of Interconnection Agreements. Further, the Amendment is effective upon filing and deemed approved by operation of law on the 91st day after filing pursuant to O.A.C. 4901:1-7-07(D)(2).

Should you have any questions or require additional information, please contact me at (216) 822-0086.

Very truly yours,

/s/ Maryann Mackey
Director, Regulatory

Attachment

Attachment A

Access One, Inc
ALEC, Inc.
Armstrong Telecommunications, Inc.
Birch Telecom of the Great Lakes, Inc.
CBB Carrier Services, Inc.
Cbeyond Communications, LLC
CenturyTel Acquisition, LLC
CenturyTel Solutions, LLC
Cincinnati Bell Any Distance Inc.
Cincinnati Bell Extended Territories LLC
Citynet Ohio, LLC
COMLINK, L.L.C.
Digital Connections, Inc.
Expedient Carrier Services, LLC
Fidelity Connect LLC
Global Communications Network, Inc.
Global Connection Inc. of America
Guidance Telecom LLC
Insight Phone of Ohio, LLC
IntelliFiber Networks, Inc.
Intrado Communications Inc.
LDMI Telecommunications, Inc
Local Access LLC
McLeodUSA Telecommunications Services, LLC
Mountain Communications, LLC
New Horizons Communications Corp.
Norlight, Inc.
PaeTec Communications Inc
PNG Telecommunications, Inc.
Qwest Communications Corporation Inc.
Sprint Communications Company, L.P.
Super-Net, Inc.
Talk America Inc.
Tier 2 Communications, LLC
TNCI Operating Company LLC
Windstream KDL, Inc.
Windstream NTI, Inc.
Windstream NuVox Ohio, Inc.
XO Communications Services, LLC

The Public Utilities Commission of Ohio

TELECOMMUNICATIONS FILING FORM

(Effective: 9/2/2015)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of AT&T Ohio for review and approval of an Agreement Amendment Pursuant to Section 252 of the Telecommunications Act of 1996

TRF Docket No. 90 - _____
Case No. 17 – 2000 – **TP** – NAG
NOTE: Unless you have reserved a Case #, leave the "Case No." fields BLANK

Name of Registrant(s) The Ohio Bell Telephone Company
DBA(s) of Registrant(s) AT&T Ohio
Address of Registrant(s) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114
Company Web Address www.att.com
Regulatory Contact Person(s) Maryann H. Mackey Phone 216-822-0086 Fax 216-781-9643
Regulatory Contact Person's Email Address mm4182@att.com
Contact Person for Annual Report Maryann H. Mackey Phone 216-822-0086
Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114
Consumer Contact Information Maryann H. Mackey Phone 216-822-0086
Address (if different from above) 45 Erieview Plaza, Room 1660, Cleveland, Ohio 44114

Motion for protective order included with filing? ☐ Yes ☒ No
Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter 4901:1-6 OAC
Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.
Section IV – Attestation

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

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

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

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

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

Section I – Part I - Common Filings

Carrier Type ☐ **Other** (explain below)	**For Profit ILEC**	**Not For Profit ILEC**	**CLEC**
Change terms & conditions of existing BLES	☐ ATA *1-6-14(H)* (Auto 30 days)	☐ ATA *1-6-14(H)* (Auto 30 days)	☐ ATA *1-6-14(H)* (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			☐ ATA *1-6-14(H)* (Auto 30 days)
Introduce or Increase Late Payment	☐ ATA *1-6-14(I)* (Auto 30 days)	☐ ATA *1-6-14(I)* (Auto 30 days)	☐ ATA *1-6-14(I)* (Auto 30 days)
Revisions to BLES Cap.	☐ ZTA *1-6-14(F)* (0 day Notice)		
Introduce BLES or expand local service area (calling area)	☐ ZTA *1-6-14(H)* (0 day Notice)	☐ ZTA *1-6-14(H)* (0 day Notice)	☐ ZTA *1-6-14(H)* (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	☐ ZTA *1-6-27(C)* (0 day Notice)	☐ ZTA *1-6-27(C)* (0 day Notice)	
Change BLES Rates	☐ TRF *1-6-14(F)* (0 day Notice)	☐ TRF *1-6-14(F)(4)* (0 day Notice)	☐ TRF *1-6-14(G)* (0 day Notice)
To obtain BLES pricing flexibility	☐ BLS *1-6-14 (C)*(1)(c) (Auto 30 days)		
Change in boundary	☐ ACB *1-6-32* (Auto 14 days)	☐ ACB *1-6-32* (Auto 14 days)	
Expand service operation area			☐ TRF *1-6-08(G)(0 day)*
BLES withdrawal			☐ ZTA *1-6-25(B)* (0 day Notice)
Other* *(explain)*			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	**Direct Mail**	**Bill Insert**	**Bill Notation**	**Electronic Mail**
☐ 15-day Notice	☐	☐	☐	☐
☐ 30-day Notice	☐	☐	☐	☐
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	**Introduce New**	**Tariff Change**	**Price Change**	**Withdraw**
☐ IOS	☐	☐	☐	☐

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	☐ ACE *1-6-08* * (Auto 30- day)	☐ ACE *1-6-08* *(Auto 30 day)	☐ ACE *1-6-08* *(Auto 30 day)	☐ ACE *1-6-10* (Auto 30 day)	☐ UNC*1-6-09* *(Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		☐ ABN *1-6-26* (Auto 30 days)	☐ ABN *1-6-26* (Auto 30 days)
Change of Official Name *	☐ ACN *1-6-29(B)* (Auto 30 days)	☐ ACN *1-6-29(B)* (Auto 30 days)	☐ CIO *1-6-29(C)* (0 day Notice)
Change in Ownership *	☐ ACO *1-6-29(E)* (Auto 30 days)	☐ ACO *1-6-29(E)* (Auto 30 days)	☐ CIO *1-6-29(C)* (0 day Notice)
Merger *	☐ AMT *1-6-29(E)* (Auto 30 days)	☐ AMT *1-6-29(E)* (Auto 30 days)	☐ CIO *1-6-29(C)* (0 day Notice)
Transfer a Certificate *	☐ ATC *1-6-29(B)* (Auto 30 days)	☐ ATC *1-6-29(B)* (Auto 30 days)	☐ CIO *1-6-29(C)* (0 day Notice)
Transaction for transfer or lease of property, plant or business *	☐ ATR *1-6-29(B)* (Auto 30 days)	☐ ATR *1-6-29(B)* (Auto 30 days)	☐ CIO *1-6-29(C)* (0 day Notice)

*** Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.**

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	☒ NAG *1-7-07* (Auto 90 day)	☐ NAG *1-7-07* (Auto 90 day)
Request for Arbitration	☐ ARB *1-7-09* (Non-Auto)	☐ ARB *1-7-09* (Non-Auto)
Introduce or change c-t-c service tariffs,	☐ ATA *1-7-14* (Auto 30 day)	☐ ATA *1-7-14* (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	☐ UNC*1-7-04 or 05* (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	☐ UNC *1-7-23(B)* (Non-Auto)	
Wireless Providers See 4901:1-6-24	☐ RCC [Registration & Change in Operations] (0 day)	☐ NAG [Interconnection Agreement or Amendment] (Auto 90 days)

Section IV. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, AT&T Ohio, and am authorized to make this statement on its behalf.

Maryann Mackey

Please Check ALL that apply:

☐ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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

Executed on (Date) _____ at (Location) _____

*(Signature and Title) _____ (Date) _____

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

VERIFICATION

I, Maryann Mackey verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*/s/ Maryann Mackey October 3, 2017

Director, Regulatory

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

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

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793
Or
Make such filing electronically as directed in Case No 06-900-AU-WVR

AMENDMENT TO THE AGREEMENT
BETWEEN
CLEC
AND
THE OHIO BELL TELEPONE COMPANY d/b/a OHIO

WHEREAS, THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO (The Ohio Bell Telephone Company, previously referred to as "Ohio Bell" or "SBC Ohio", now operates under the name AT&T OHIO). ("AT&T OHIO") and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; 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

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 - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Intercarrier Compensation

   2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit A, 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 A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

4. 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.

5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. 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 AND IN FULL FORCE AND EFFECT.

8. 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.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		$0.00			MOU

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T NORTH CAROLINA, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

AND

WEST SAFETY COMMUNICATIONS, INC.

Signature: eSigned - Ronald Beaumont

Name: eSigned - Ronald Beaumont
(Print or Type)

Title: President Telecom and Safety
(Print or Type)

Date: 17 Apr 2019

West Safety Communications, Inc.

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 17 Apr 2019

BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA, The Ohio Bell Telephone Company d/b/a AT&T OHIO by AT&T Services, Inc., its authorized agent

State	CLEC OCN
NORTH CAROLINA	670F

Description	ACNA Code(s)
ACNA(s)	IDZ

President Telecom and Safety

AMENDMENT TO THE AGREEMENT BETWEEN WEST SAFETY COMMUNICATIONS, INC. AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T NORTH CAROLINA, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

This amendment ("Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA, The Ohio Bell Telephone Company d/b/a AT&T OHIO ("AT&T") and West Safety Communications, Inc. f/k/a Intrado Communications Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A.

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 modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016.

WHEREAS, Intrado Communications Inc has changed its name to "West Safety Communications, Inc.", and wishes to reflect that name change 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 Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit B – Operator Services and Directory Assistance (f/k/a 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. The Agreement is hereby amended to reflect the name change from "Intrado Communications Inc." to "West Safety Communications, Inc."

3. AT&T shall reflect that name change from "Intrado Communications Inc." to "West Safety Communications, Inc." only for the main billing account (header card) for each of the accounts previously billed to Intrado. 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, West Safety Communications, Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Intrado with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

4. Once this Amendment is effective, West Safety Communications, Inc. shall operate with AT&T under the "West Safety Communications, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under West Safety Communications, Inc., and labeling (including re-labeling) equipment and facilities with West Safety Communications, Inc. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC 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. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

5. Intercarrier Compensation

5.1. 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.

6. Customer Information Services (CIS)

6.1. With the exception of 3.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.

6.2. Add Attachment - 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.

6.3. 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.

7. The Parties agree to replace Section N from the Agreement with the following language:

N. <u>Notices</u>

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	Lori M. Brosky, SR Manager of Contract Administration and Compliance
STREET ADDRESS	5850 Granite Parkway, Suite 330
CITY, STATE, ZIP CODE	Plano, TX 75024
PHONE NUMBER*	(469) 609-4405
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Lmbrosky@West.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.

8. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

9. 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.

10. 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.

11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

12. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

13. 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.

14. For North Carolina: 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 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.

Exhibit A – Listing of Agreements

AT&T ILEC	CLEC's Previous Legal Name	CLEC's New Legal Name	Contract Type	Approval Date
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Intrado Communications, Inc.	West Safety Communications, Inc.	Interconnection Agreement	August 28, 2009
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Intrado Communications, Inc.	West Safety Communications, Inc.	Interconnection Agreement	November 2, 2009

EXHIBIT B - ATTACHMENT – OPERATOR SERVICES AND DIRECTORY ASSISTANCE

(f/k/a CUSTOMER INFORMATION SERVICES)

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1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

3.3.5 General OS/DA Trunking Requirements:

3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).

3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.

3.3.6 Specific OS/DA Trunk Groups and Their Requirements

3.3.6.1 Operator Service Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2 DA/DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.4 Operator Services Call Processing and Rates:

3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.

3.5 Directory Assistance Call Processing and Rates:

3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.

3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.

3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.

3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:

3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

4.1.1 Subject to 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.

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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.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	NC	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	NC	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	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	NC	BRANDING - 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				21.50% (Res) 17.60% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.50% (Res) 17.60% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	NC	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN

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

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		$0.00			MOU
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		$ 0.40	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) where applicable, per call	XPU	OPEN		$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		$ 0.15	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		$ 0.03	NA		per OS/DA call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		per state, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	NA	$ 1,500.00	per state, per OCN
6	OH	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		$ 0.15	NA		per call
6	OH	OPERATOR CALL PROCESSING	Operator Assisted Call Processing - All Types, per work second	XPU	OPEN		$ 0.03	NA		per work second
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load				NA	$ 0.040		per listing
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				$ 0.060			per listing
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					$800.00	$800.00	per trunk group
6	OH	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	OH	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.29%	N/A	N/A	Flat Rate Discount for Resale
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.29%	N/A	N/A	Flat Rate Discount for Resale

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T NORTH CAROLINA, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

AND

INTRADO SAFETY COMMUNICATIONS, INC

Signature: eSigned - Ronald Beaumont

Name: eSigned - Ronald Beaumont
(Print or Type)

Title: Executive Vice President
(Print or Type)

Date: 11 Jun 2020

Intrado Safety Communications, Inc

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 11 Jun 2020

BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA, The Ohio Bell Telephone Company d/b/a AT&T OHIO by AT&T Services, Inc., its authorized agent

AMENDMENT TO THE AGREEMENT BETWEEN INTRADO SAFETY COMMUNICATIONS, INC. AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T NORTH CAROLINA, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit B.

WHEREAS, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit B.

WHEREAS, CLEC has changed its name and wishes to reflect that name change as set forth herein.

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the name change from "CLEC's Old Legal Name" to "CLEC's new Legal Name".
3. AT&T shall reflect that name change from "CLEC's Old Legal Name" to CLEC's New Legal Name" only for the main billing account (header card) for each of the accounts previously billed to CLEC. 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, CLEC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CLEC with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, CLEC shall operate with AT&T under "CLEC's New Legal Name" for those accounts. Such operation shall include, by way of example only, submitting orders under CLEC's New Legal Name, and labeling (including re-labeling) equipment and facilities with CLEC's New Legal Name. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC 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. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.

a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:

i. to the same End User; and

ii. at that same End User's existing location;

iii. both as of February 2, 2020.

6. Add Attachment - 251(b)(1) Resale to the Agreement.

7. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.

a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:

i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or

ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or

iv. disconnect.

b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.

c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.

8. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").

i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.

ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.

iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.

iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

9. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.

10. 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.

11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

12. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

13. 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 counterpart shall together constitute one and the same instrument.

14. For North Carolina: 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 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.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services ("Resale Services") provided by AT&T-21STATE to CLEC.

1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date ("Resale Embedded Base").

2.0 GENERAL PROVISIONS

2.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE's End Users at retail.

2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:

(i) to the same End User; and

(ii) at that same End User's existing location;

(iii) both as of the time of that service's grandfathering.

2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the "Network Disclosure Rules").

2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover**,** CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).

2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE's End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.

2.7 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).

2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.

2.11 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for resale. Promotions lasting longer than ninety (90) calendar ("Long-Term Promotions") may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.

2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:

(i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or

(ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.

2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).

2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

3.1 "Resale Discount" means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.

4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.

4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.

4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.

4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.

4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

5.1 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.

5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE 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-21STATE.

5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be 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.

5.2.1 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.

5.2.2 If CLEC does not wish to be responsible for payment of charges for 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 CLEC's responsibility 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 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.

5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.

6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
NC	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
NC	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
NC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
NC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
NC	ADDITIONAL NETWORK ELEMENTS	NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2HXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2JXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2WXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2CXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2CXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2CXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2KXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2KXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2KXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access AreaC)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7LX	U4HXD	D
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection	UB5++, EE7MX, UK1++	NRBCL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	NRBCL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	

Exhibit B

AT&T ILEC ("AT&T")	CLEC's Old Legal Name	CLEC's New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	West Safety Communications, Inc.	Intrado Safety Communications, Inc.	Interconnection Agreement	11/2/09
The Ohio Bell Telephone Company d/b/a AT&T OHIO	West Safety Communications, Inc.	Intrado Safety Communications, Inc.	Interconnection Agreement	8/28/09