

# **AT&T Wholesale Agreement**

**INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE  
COMMUNICATIONS ACT OF 1934, AS  
AMENDED**

**Between**

**Michigan Bell Telephone Company  
d/b/a AT&T MICHIGAN**

**and**

**Peninsula Fiber Network, LLC**

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## INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), is dated by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T MICHIGAN") and Peninsula Fiber Network, LLC ("PFN").

This Agreement shall be effective ("Effective Date") upon approval by the Michigan Public Services Commission (the "Commission") provided that the Agreement has been approved by the Commission or has been deemed approved.

The Parties agree that this Agreement (including the General Terms and Conditions and all appendices) apply only to PFN's operations in the Upper Peninsula LATA.

**WHEREAS**, the Parties want to interconnect their networks, to provide Telephone Exchange Services, Exchange Access and ancillary services in Michigan.

**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 and perform their obligations as required by the Communications Act of 1934 as amended by the Telecommunications Act of 1996, the rules and regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Michigan Public Services Commission (the "Commission") and as specifically set forth herein; and

**WHEREAS**, for purposes of this Agreement, PFN operates where Michigan Bell Telephone Company is the incumbent Local Exchange Carrier and PFN is a competitive Local Exchange Carrier.

**NOW, THEREFORE**, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, 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. SCOPE OF AGREEMENT

This Agreement consists of this set of General Terms and Conditions and the following appendices:

Appendix I: Definitions

Appendix II: Bona Fide Request

Appendix III: Intentionally Omitted

Appendix IV: Intentionally Omitted

Appendix V: Directory Assistance Listing Information

Appendix VI: Directory Assistance Services

Appendix VII: Invoicing

Appendix VIII: INW

Appendix IX: Intentionally Omitted

Appendix X: DSL and Line Splitting

Appendix XI: Network Interconnection Methods

Appendix XII: Number Portability

Appendix XIII: Numbering

Appendix XIV: Operations Support Systems

Appendix XV: Operator Services  
Appendix XVI: Performance Measurements  
Appendix XVII: Pricing  
Appendix XVIII: Reciprocal Compensation  
Appendix XIX: Recording  
Appendix XX: Resale  
Appendix XXI: ROW  
Appendix XXII: Not Applicable  
Appendix XXIII: UNE  
Appendix XXIV: Intentionally Omitted  
Appendix XXVI: 911  
Appendix XXVII: Transit  
Appendix XXVIII: Out of Exchange Traffic  
Collocation Amendment  
DS1 Cross Connect Amendment

## 2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

### 2.1 Definitions

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 will 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.

### 2.3 Referenced Documents

Whenever any provision of this Agreement refers to any document specifically incorporated into the Agreement it will be deemed to be a reference to the then-current version or edition.

2.4 Intentionally Omitted.

2.5 Intentionally Omitted.

2.6 Conflict in Provisions

2.6.1 In the event of a conflict between any provision in this General Terms and Conditions and a provision of any Appendix, Attachment, Exhibit, or Schedule of this Agreement, the terms and conditions contained in the Appendix, Attachment, Exhibit or Schedule will supersede those contained in this General Terms and Conditions, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit or Schedule.

2.6.2 Intentionally Omitted.

## 2.7 Joint Work Product

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

## 2.8 Severability

If any provision of this Agreement is rejected by the Commission or held to be illegal or 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 and 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.

2.9 Intentionally Omitted.

## 2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by the Parties, but instead resulted from determinations made in arbitrations under Section 252 of the Act (individually and collectively, a "Non-Voluntary Arrangement"). If any Non-Voluntary Arrangement is modified as a result of any applicable order or finding by the FCC, the Commission or a court of competent jurisdiction, either Party may request that this Agreement be amended in accordance with the requirements of Section 23 of the General Terms and Conditions of this Agreement.

2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available pursuant to paragraph 43 of the SBC-Ameritech Merger Conditions in any state other than Michigan.

2.11 Intentionally Omitted.

## 2.12 Scope of Obligations

AT&T MICHIGAN's obligations under this Agreement shall apply only to the portions of Michigan in which AT&T MICHIGAN is deemed to be the ILEC under the Act.

## 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").

## 4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 Upon approval by the Commission, the Parties agree to begin providing the services referenced herein immediately or as otherwise established in the applicable Appendix.

- 4.2 The Parties shall each provide their portion of services timely to meet the Interconnection Activation Dates.
- 4.3 The Parties agree to comply with Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-02275.

## 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:
- 5.2 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 5.3 Commercial General Liability insurance written on Insurance Services Office Form (ISO) CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:
  - 5.3.1 \$10,000,000 General Aggregate limit; and
  - 5.3.2 \$5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and
  - 5.3.3 \$5,000,000 each occurrence limit for Personal Injury and Advertising Injury; and
  - 5.3.4 \$10,000,000 Products/Completed Operations Aggregate limit; and
  - 5.3.5 \$5,000,000 each occurrence limit for Products/Completed Operations; and
  - 5.3.6 \$2,000,000 Damages (Fire Legal Liability) to AT&T MICHIGAN's Premises at which CLEC collocates.

The other Party must be named as an Additional Insured on the Commercial General Liability policy.

- 5.4 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.
- 5.5 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 5.1 through 5.4 of this Agreement.
- 5.6 The Parties agree that companies affording the insurance coverage required under Section 5.1 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.
- 5.7 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, a reduction in limits, or non-renewal of any of the insurance policies required herein.
- 5.8 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:
  - 5.8.1 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



5.8.2 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

5.8.3 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.

5.9 This Section 5 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.

## 6. OPERATING COMPANY NUMBER (OCN) / ACCESS EXCHANGE CARRIER NUMBER (AECN)

6.1 Upon the Effective Date, PFN shall provide AT&T MICHIGAN with PFN's state-specific authorized and nationally recognized OCN/AECNs, as applicable, for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services as required by the North American Company Code Assignment Procedures.

6.2 Either Party may make one (1) name change in any twelve (12) month period without charge by the other Party for updating that Party's databases, systems and records solely to reflect such name change. In the event of any other name change, each Party reserves the right to seek recovery of its reasonable and demonstrable costs associated with updating its applicable databases, systems and records to reflect the name change. Notwithstanding the above, for each name change, PFN shall pay any applicable charges as set forth in Appendix Pricing associated with recording and updating any PFN branding or announcements.

6.3 When an end user customer changes its service provider from AT&T MICHIGAN to PFN or from PFN to AT&T MICHIGAN and does not retain its original telephone number, the Party formerly providing service to such end user customer shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the end user customer's new telephone number. These arrangements will be provided reciprocally for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing end user customers.

6.3.1 Intentionally Omitted.

6.3.2 Intentionally Omitted.

6.3.3 Intentionally Omitted.

6.3.4 The Parties shall provide each other with Referral Announcements for the period of time specified by Michigan law. However, if either Party provides Referral Announcements for a period longer than the above period(s) when its end user customers change their telephone numbers, such Party shall provide the same level of service to end user customers of the other Party.

6.4 Each Party shall be responsible for labor relations with its own employees.

## 7. TERM AND TERMINATION

7.1 The term of this Agreement shall commence upon the Effective Date of this Agreement and will remain in effect for three (3) years after the Effective Date and continue in full force and effect thereafter until (i) superseded in accordance with the requirements of this section or (ii) terminated pursuant to the requirements of this section. No earlier than one-hundred forty (140) days before the expiration of the term, either Party may request that the Parties commence negotiations to replace this Agreement with a superseding agreement by providing the other Party with a written request to enter into negotiations.

7.2 Either Party may terminate this Agreement in the event that the other Party fails to perform a material obligation or materially breaches a material term of this Agreement and such failure or breach materially disrupts the operation of either Party's network and/or materially interferes with either Party's end user customer's service, and the breaching Party fails to cure such material nonperformance or material breach within forty-five (45) days after written notice thereof.

- 7.3 Intentionally Omitted.
- 7.4 Upon termination of this Agreement in accordance with this Section 7:
- (a) each Party shall continue to comply with its Confidential Information obligations,
  - (b) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement, and
  - (c) each Party's indemnification obligations shall survive.
- 7.5 Where CLEC has End Users and/or is purchasing Interconnection Services under this Agreement and CLEC ceases altogether to provide service to End Users, CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement, with such cooperation to include CLEC providing notice to CLEC's End Users that it will no longer be providing them service, and that no other local exchange carrier, including AT&T, has responsibility for assisting them to transition to another provider of such service.
- 7.6 If, at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, either Party serves "Notice of Expiration", CLEC shall have ten (10) business days to inform AT&T in writing whether CLEC wishes to pursue a successor agreement with AT&T or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC fails to so inform AT&T, then the Agreement will terminate pursuant to the "Notice of Expiration," but CLEC is in no way prohibited from initiating a new Sections 251/252 interconnection agreement negotiation or adoption request at any future date. If CLEC wishes to pursue a successor agreement with AT&T, CLEC shall attach to its notice so informing AT&T, a written request to commence negotiations with AT&T under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
- 7.7 PFN may wish, during the term of this Agreement, to amend the third paragraph on the fourth page of these General Terms and Conditions to expand the geographic scope of the Agreement beyond the Upper Peninsula LATA. AT&T will accommodate such an expansion, but may wish, in the event of such an amendment, to amend simultaneously other provisions of this Agreement to which it agreed based in part on the limited geographic scope of the Agreement. Accordingly, the Parties agree that at any time after three months after the Effective Date and before the service of a Notice of Expiration or a request for renegotiation pursuant to subsection 7.1 above, PFN may notify AT&T in writing that it wishes to amend said third paragraph, with such notification to identify the geographic area to which it wishes the amended Agreement to pertain and to include a request for negotiation of an appropriate amendment and to make reference to this subsection 7.7. No later than forty (40) calendar days after receipt of such a notification from PFN, AT&T shall transmit to PFN a redline of this Agreement (including any amendments hereto) showing modifications that AT&T proposes in light of the expanded geographic scope identified by PFN. No later than forty (40) calendar days after AT&T's receipt of such a notification from PFN, PFN shall transmit to AT&T a redline of this Agreement (including any amendments hereto) showing modifications that PFN proposes (if any) in light of the expanded geographic scope identified by PFN. During the twenty-one (21) calendar days following PFN's receipt of said redline, the Parties shall negotiate the terms of an amendment to implement PFN's requested geographic scope and AT&T's proposed modifications. If the Parties reach an Agreement, they will file their amendment with the Commission within 14 calendar days. If the Parties fail to agree on an amendment via negotiation, either party may petition the Commission to resolve the Parties' differences, with the resolution of the open issues to be governed by the requirements of section 251 of the Telecommunications Act of 1996, including the FCC's implementing regulations. In the event that AT&T does not transmit to PFN a redline of this Agreement containing its proposed modifications within the forty (40) calendar day period discussed above, it will be deemed to have waived any proposed modifications, and the Parties will file an amendment to this Agreement reflecting only PFN's proposed expansion of the geographic scope of the Agreement within 14 calendar days of the expiration of the 40-day period.

- 7.8 If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T's obligation to provide services under this Agreement beyond the expiration date is conditioned upon the Parties adherence to the timeframes established within Section 252(b) of the Act. If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration without AT&T's consent, AT&T may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T's then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website. If the previous sentence applies, CLEC shall not be prohibited from initiating a new Sections 251/252 interconnection agreement negotiation or adoption request at any future date, and without awaiting the expiration of any term set forth in the Generic interconnection agreement, and the Generic interconnection agreement shall cease to apply upon the effective date of a new interconnection agreement.
- 7.9 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 7.8 above, then upon written Notice to CLEC by AT&T, AT&T may continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in AT&T's then current Generic found at the AT&T CLEC Online website. At any time thereafter, the Parties may initiate negotiations for a new agreement by providing a written Notice under Section 252 to the other Party subject to Section 7.

## 8. FRAUD

- 8.1 Except as provided in this section 8, neither Party shall be liable to the other Party for any fraud associated with the other Party's end user customer's account.
- 8.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties agree to cooperate to minimize all costs. The Parties agree that fraud minimization procedures should 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 customer, at a minimum, the cooperation referenced in section 8.2 will include providing to the other Party, upon request, information concerning end user customers who are suspected of fraudulent activity. The Party seeking such information is responsible for securing the end user customer's permission to obtain such information.

## 9. DEPOSITS

- 9.1 Upon request by AT&T, CLEC will provide AT&T with the AT&T Credit Profile form and provide information to AT&T regarding CLEC's credit and financial condition.
- 9.2 Assurance of payment may be requested by AT&T:
- 9.2.1 If based on AT&T's analysis of the AT&T Credit Profile and other relevant information regarding CLEC's credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from Third Party financial sources; or
- 9.2.2 CLEC fails to timely pay a bill rendered to CLEC by AT&T (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 12 below); and/or
- 9.2.3 CLEC's gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CLEC's "accounts receivables and proceeds"; or
- 9.2.4 CLEC 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 Any deposits required by the previous section shall be:
- 9.3.1 a cash security deposit ("Cash Deposit") or
  - 9.3.2 an unconditional, irrevocable standby bank Letter of Credit from a U.S. financial institution naming **AT&T MICHIGAN** as the beneficiary, and
  - 9.3.3 in an amount equal to three (3) months average monthly Resale charges (if a Resale deposit applies), and three (3) months average monthly charges for Network Elements (if Network Elements applies) (including collocation charges, and all recurring, non-recurring and usage sensitive charges, termination fees and other payments for UNEs made in the prior two months); and three (3) months Reciprocal Compensation (if Reciprocal Compensation applies).
- 9.4 All cash deposits will accrue interest at the rate of six percent (6%) simple interest per annum, payable when the deposit is returned to the Other Party.
- 9.5 If during the course of this Agreement the Party paying the Deposit establishes a minimum of twelve (12) consecutive months good credit history with the Other Party when doing business as a local service provider, the Party holding the Deposit(s) shall return the initial deposits, with interest; provided, however, that the terms and conditions set forth herein shall continue to apply for the remainder of the Term. In determining whether a Party has established a minimum of twelve (12) consecutive months good credit history, the Party's payment record for the most recent twelve (12) monthly billings occurring within the prior twenty-four (24) months shall be considered.
- 9.6 Any cash deposit shall be held as a guarantee of payment of charges billed, provided, however, the Party holding the Deposit may exercise its right to credit any cash deposit to the Other Party's account upon the occurrence of any one of the following events:
- 9.6.1 upon the second delinquency notification during the most recent twelve (12) months; or
  - 9.6.2 when the Party holding the Deposit suspends the Other Party's ability to process orders; or
  - 9.6.3 when the Other Party files for protection under the bankruptcy laws; or
  - 9.6.4 when an involuntary petition in bankruptcy is filed against the Other Party and is not dismissed within sixty (60) days; or
  - 9.5.6 when this Agreement expires or terminates; or
  - 9.5.7 during the month following the expiration of twelve (12) months after that cash deposit was remitted, the Party holding the Deposit shall credit any cash deposit to the Other Party's account so long as it has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.
- 9.7 So long as the Other Party maintains timely compliance with its payment obligations, the Party holding the Deposit will not increase the deposit amount required. If the Other Party fails to maintain timely compliance with its payment obligations, the Party holding the Deposit reserves the right to require additional deposit(s) in accordance with this Section.
- 9.8 If during the first six (6) months of operations in Michigan, the Other Party has been sent one delinquency notification letter by the Party holding the Deposit, the deposit amount for that state shall be re-evaluated based upon the actual billing totals and shall be increased if the Other Party's actual billing average for the two (2) month period exceeds the deposit amount held.
- 9.8.1 Throughout the Term, any time the Other Party has been sent two (2) delinquency notification letters for any one state by the Party holding the Deposit, the deposit amount shall be re-evaluated based upon actual billing totals and shall be increased if the Other Party's actual billing average for the three (3) month period exceeds the deposit amount held.

- 9.9 Whenever a deposit is re-evaluated as specified herein, such deposit shall be calculated in an amount equal to the average billing for four (4) month period. The most recent four (4) months billing on all Billing Account Numbers (BAN)s for Resale Services, Network Elements, and Reciprocal Compensation shall be used to calculate the monthly average.
- 9.10 Intentionally Omitted.
- 9.11 Whenever a deposit is re-evaluated, the Other Party shall remit the additional deposit amount to the Party holding the Deposit within thirty (30) calendar days of receipt of written notification requiring such deposit. If the Other Party fails to furnish the required deposit, the Party holding the Deposit shall suspend the Other Party's ability to process orders until the deposit is remitted.
- 9.12 Intentionally Omitted.
- 9.13 The fact that the Party holding the Deposit holds either a cash deposit or irrevocable bank letter of credit does not relieve the Other Party from timely compliance with its payment obligations under this Agreement.

## 10. INTENTIONALLY OMITTED

## 11. INTENTIONALLY OMITTED

## 12. DISPUTE ESCALATION AND RESOLUTION

### 12.1 Commencing Dispute Resolution

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 in accordance with the Notice provisions herein.

### 12.2 Informal Dispute Resolution

Upon receipt by one Party of notice of a dispute by the other Party, 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, provided, however, and notwithstanding anything to the contrary, either Party may commence Formal Dispute Resolution Procedures at any time during the Informal Dispute Resolution process. In addition to the dispute resolution procedures detailed herein, the Parties have the option to resolve any dispute arising out of this Agreement through a state-supervised mediation process, subject to the Commission's determinations and rules and consistent with the FCC's Merger Conditions Order. Further, upon mutual agreement of the Parties, the representatives may utilize other alternative dispute resolution procedures 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.

### 12.3 Formal Dispute Resolution Procedures

- 12.3.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve by Informal Dispute Resolution, may be submitted to the Commission at any time for resolution. However, Formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than thirty (30) calendar days after receipt of the letter initiating Dispute Resolution under Section 12.1. The Parties may seek expedited resolution by the Commission, and if chosen, shall request that resolution occur in no event later than sixty

(60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, and the Commission does not pay for such expert or other facilitator, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

- 12.3.2 Claims will be subject to final and binding commercial arbitration pursuant to this Section 12.3.2 if, and only if, the claim is not settled through Informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may pursue a remedy for the Dispute with the Commission, a court, an agency or regulatory authority of competent jurisdiction. Disputes subject to arbitration under this section will be conducted before The American Arbitration Association or by a provider of arbitration services to which the Parties agree, pursuant to the United States Arbitration Act, 9 USC Sec. 1 et seq. Either Party may commence the arbitration process called for in this Agreement at any time by filing a written demand for arbitration with The American Arbitration Association, with a copy to the other Party. The arbitration will be conducted in accordance with the provisions of The American Arbitration Association's Comprehensive Arbitration Rules and Procedures or such other rules as the Parties may agree that are in effect at the time of the filing of the demand for arbitration. The Parties shall file the arbitrator's decision with the Commission. The Parties will share the costs of the arbitration equally. The provisions of this Section 12.3.2 may be enforced by any Court of competent jurisdiction. In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought.
- 12.3.3 The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive, or exemplary damages, multiple damages or any other damages not measured by the prevailing Party's actual damages.

## 13. AUDITS

### 13.1 Audit Rights

- 13.1.1 Subject to restrictions regarding Proprietary Information set forth in this Agreement, a Party (Auditing Party) may audit the other Party's (Audited Party) books, records, data and other documents, as provided herein, two (2) times each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. For purposes of this Section 13.1, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof. The scope of the audit shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twenty-four (24)-month period immediately preceding the date the Audited Party received notice of such requested audit. Except as otherwise agreed upon by the Parties, such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than forty-five (45) calendar days after the start of such audit. Such audit shall be conducted by one (1) or more auditor(s) mutually agreed upon by the Parties. The Parties shall select such auditor(s) by the thirtieth day following Audited Party's receipt of a written audit notice. The Auditing Party shall cause the auditor(s) to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit as provided herein more than two (2) times during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least one and one-half percent (1 1/2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

- 13.1.2 Each Party shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. Audited Party may redact from the books, records and other documents provided to the auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 13.1.3 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1 1/2%) percent per month and (y) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, PFN shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by AT&T MICHIGAN to PFN within six (6) months of the date such usage was incurred.
- 13.1.4 Any Disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the Dispute. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that one additional audit shall be conducted by an auditor acceptable to both Parties, subject to the requirements set out in this Audit Section. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth herein regarding Dispute Resolution.

## 14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

## 15. LIMITATION OF LIABILITY

- 15.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any Loss relating to or arising out of any cause whatsoever, including any negligent act or omission (whether willful or inadvertent) whether based in contract, tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the facilities, products, services or functions not performed or provided or improperly performed or provided.
- 15.2 .Except as otherwise expressly provided in specific Attachments, 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 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 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 15.0.
- 15.4 Neither PFN nor AT&T MICHIGAN 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 obligations under Section 16.0.
- 15.5 AT&T shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection Services, including, if applicable, the installation and removal of equipment and associated wiring, and Collocation Equipment unless the damage is caused by AT&T's negligence or willful misconduct. AT&T does not guarantee or make any warranty with respect to Interconnection Services when used in an explosive atmosphere.
- 15.6 In the event that one Party provides to the other Party any End User listing information under this Agreement, the providing Party hereby releases the other Party from any and all liability for damages due to errors or omissions in such End User listing information as provided by that providing Party under this Agreement, including any errors or omissions occurring in the Directory Database or the White Pages directory, or any claims by reason of delay in providing the Directory Assistance listing information, printing or provisioning of non-published numbers or the printing or providing of such End User information in the White Pages directory including, but not limited to, special, indirect, Consequential, punitive or incidental damages.
- 15.7 AT&T shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service, unless otherwise provided in MCL 484.1604.
- 15.8 This Section 15.0 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.

## 16. INDEMNITY

- 16.1 General Indemnity Rights. Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:
- (a) any loss to a third party arising out of the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement; provided, however, that: (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;



- (b) any loss to a third party arising from such Indemnified Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits, claims for libel, slander or invasion of privacy arising from the Indemnifying Party's own acts, omissions or communications.

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

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

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

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

## 17. REMEDIES

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

17.2 Intentionally Omitted.

- 17.3 In addition to any other available rights or remedies, PFN may sue in equity for specific performance. However, the Parties agree that AT&T MICHIGAN reserves its right to argue in any given case that specific performance is not an appropriate remedy.

## 18. INTELLECTUAL PROPERTY

- 18.1 The Parties acknowledge that this Agreement to Interconnect with AT&T MICHIGAN's network and to unbundle and/or combine AT&T MICHIGAN's Network Elements (including combining with PFN's Network Elements) may be subject to patent, copyright, trade secret, or other applicable rights (Intellectual Property Rights) of third party vendors/licensors (Vendor/Licensors). To the extent required by the Act, Commission decisions, and any applicable judicial decisions and consistent with the FCC Memorandum Opinion and Order dated April 27, 2000 (and any appeal there from) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling, AT&T MICHIGAN will use its best efforts to provide PFN with Intellectual Property Rights related to AT&T MICHIGAN's Unbundled Network Elements as necessary to permit PFN to use such Unbundled Network Elements in the same manner as AT&T MICHIGAN.
- 18.2 AT&T MICHIGAN agrees to use its best efforts to (i) obtain, under commercially reasonable terms, the necessary rights set forth in Section 18.1 and (ii) obtain permission, if required, under any applicable confidentiality agreements, to disclose to PFN the names of Vendor/Licensors, the subject intellectual property, and the relevant contract provisions (excluding cost terms) which govern use of the intellectual property. AT&T MICHIGAN will provide a list of all Vendor/Licensors applicable to the subject Unbundled Network Element(s). AT&T MICHIGAN shall promptly notify PFN of any Vendor/Licensors from which AT&T MICHIGAN is unable to obtain the necessary rights or contract information set forth in this Section 18.2. AT&T MICHIGAN shall, at PFN's request, contact the Vendor/Licensors to attempt to obtain permission to reveal additional contract details to PFN.
- 18.3 Intentionally Omitted.
- 18.4 The reasonable costs, if any, associated with the extension of Intellectual Property Rights pursuant to Section 18.1 above, including the cost of the license extension itself and the costs associated with the effort to obtain the extension, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property Rights relate and reasonably apportioned, as ordered by the Commission, among AT&T MICHIGAN and requesting carriers using that unbundled network element.
- 18.5 AT&T MICHIGAN will indemnify PFN for any claims of infringement arising from PFN's use within the scope of this Agreement of third party Intellectual Property Rights associated with Network Elements for which AT&T MICHIGAN has obtained the necessary rights provided in Section 18.2(i).
- 18.6 Intentionally Omitted.
- 18.7 Except as set forth in Section 18.2, AT&T MICHIGAN hereby conveys no licenses to use such Intellectual Property Rights and makes no warranties, express or implied, concerning PFN'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 Network Elements (including combining with PFN's Network Elements) in AT&T MICHIGAN's network or PFN's use of other functions, facilities, products or services furnished under this Agreement. Except as provided in this Section 18.7, any licenses or warranties for Intellectual Property Rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property Rights AT&T MICHIGAN agrees in Section 18.2 to use its best efforts to obtain.
- 18.8 Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of the Party.

## 19. NOTICES

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

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 above, and such method is noted on the facsimile.

19.2 Notices will be deemed given as of:

19.2.1 in the case of written notice, the date of actual receipt; or

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

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	David S. McCartney, General Manager
STREET ADDRESS	2803 U.S. 41 West
CITY, STATE, ZIP CODE	Marquette, MI 49985
FACSIMILE NUMBER	(906) 226-7102
PHONE NUMBER*	906-226-2010

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 9 <sup>th</sup> floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006

19.4 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.

19.5 Other than legal notice under this Agreement, which shall be provided in accordance with Sections 19.1 – 19.4, **AT&T MICHIGAN** may also communicate official information to PFN via its CLEC Online 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.

## 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. INTENTIONALLY OMITTED

## 22. CONFIDENTIALITY

- 22.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by one Party (the "Discloser") to the other Party (the "Recipient") that:
- 1) the Recipient either has reason to know based upon the facts surrounding the disclosure of the information and/or the nature of the information itself that the Discloser safeguards by exercising at least a reasonable standard of care to protect as confidential information, or that the Recipient is presumed to know that the Discloser believes is confidential because it falls within one or more types of information described herein. All information which is of the following types disclosed by one Party to the other in connection with this Agreement shall automatically be deemed Confidential Information subject to this Agreement. Confidential Information shall be of the following types: all information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" if :
- 22.1.1 Furnished or made available or otherwise disclosed by the Discloser or its agent, employee, representative or Affiliate to the Recipient or its agent, employee, representative or Affiliate dealing with End User-specific, facility-specific, or usage-specific information, other than End User information communicated for the purpose of publication, directory, or other database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon; all orders for Network Elements, Ancillary Functions, Combinations, Local Services or other services placed by PFN or AT&T MICHIGAN pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of PFN or AT&T MICHIGAN customers pursuant to the Act and the rules and regulations of the FCC, and recorded usage data, whether disclosed by PFN to AT&T MICHIGAN or AT&T MICHIGAN to PFN or otherwise acquired by AT&T MICHIGAN or PFN in the course of the performance of this Agreement, shall be deemed Confidential Information of PFN or AT&T MICHIGAN, as the case may be, for all purposes under this Agreement.
- 22.2 For a period of ten years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees
- i. to use it only for the purpose of performing under this Agreement,
  - ii. to hold it in confidence and disclose it to no one other than its employees, contractors, agents or Affiliates having a need to know for the purpose of performing under this Agreement, and

- iii. to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information.

If the Recipient wishes to disclose the Discloser's Confidential Information to a third party consultant, such disclosure must be mutually agreed to in advance and in writing by the Parties to this Agreement, and the consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

- 22.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and Confidential rights notices as are contained on the original.

#### 22.4 Return of Confidential Information

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

- 22.5 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Confidential Information that:

22.5.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or

22.5.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

22.5.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

22.5.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Confidential Information; or

22.5.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or

22.5.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

22.5.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 18.6.

#### 22.6 Proposed Disclosure of Confidential Information to a Governmental Authority

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

22.6.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Confidential Information, then such Receiving Party shall provide the Disclosing Party with written

notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Confidential Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 22 with respect to all or part of such requirement.

22.6.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 22. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Confidential Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential information, including cooperating with the Disclosing Party, at the Disclosing Party's expense, to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Confidential Information.

22.6.4 Notwithstanding any of the foregoing, AT&T MICHIGAN shall be entitled to disclose Confidential Information on a confidential basis to regulatory agencies upon request for information as to AT&T MICHIGAN's activities under the Act and AT&T MICHIGAN need not provide prior written notice of such disclosure to PFN if AT&T MICHIGAN has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Confidential Information.

## 22.7 Customer Proprietary Network Information ("CPNI")

22.7.1 CPNI related to PFN's subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be PFN's proprietary information and may not be used by AT&T MICHIGAN for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance, shall be disclosed only to AT&T MICHIGAN's employees, contractors, agents or Affiliates with a need to know, unless the PFN subscriber expressly directs PFN to disclose, or approves the disclosure of, such information to AT&T MICHIGAN pursuant to the requirements of Section 222(c)(1) or (2) of the Act. If AT&T MICHIGAN seeks and obtains approval to use or disclose such CPNI from PFN's subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, AT&T MICHIGAN may use or disclose only such information as PFN provides pursuant to such authorization and may not use information that AT&T MICHIGAN has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law. CPNI related to AT&T MICHIGAN's subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be AT&T MICHIGAN's proprietary information and may not be used by PFN for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance shall be disclosed only to PFN's employees, contractors, agents or Affiliates with a need to know, unless the AT&T MICHIGAN subscriber expressly directs AT&T MICHIGAN to disclose, or approves the disclosure of, such information to PFN pursuant to the requirements of Section 222(c)(1) or (2). If PFN seeks and obtains approval to use or disclose such CPNI from AT&T MICHIGAN's subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, PFN may use or disclose only such information as AT&T MICHIGAN provides pursuant to such authorization and may not use information that PFN has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law.

22.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its

respective obligations under this Agreement. Notwithstanding the immediately preceding sentence, neither Party's obligations under such sentence shall exceed those required by law, regulation or regulatory or judicial decision.

- i. Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of that Party.
- ii. Except as provided hereunder, or as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information. This provision shall not require either Party to grant a license in violation of any law. Nothing in this paragraph shall relieve the Parties of their obligations and responsibilities set forth in Section 18.

22.9 The Parties agree that an impending or existing violation of any provision of this Section 22 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages.

22.10 Nothing in this Section 22 or anywhere else in this Agreement shall prevent AT&T MICHIGAN from using recorded usage data for the limited purposes of designing and/or maintaining AT&T MICHIGAN's telecommunications network and/or ensuring that AT&T MICHIGAN's telecommunications network performs properly in providing its intended telecommunications functions and services. AT&T MICHIGAN shall not use recorded usage data for any other purpose except as mutually agreed upon.

## 23. INTERVENING LAW

This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the Commission. If the actions of the State of Michigan or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis or rationale for a provision of the Agreement, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In the event of any such actions, the Parties shall expend diligent efforts to arrive at an agreement respecting the appropriate modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

## 24. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, Commission Rules and Regulations and the domestic laws of the State of Michigan, without regard to its conflicts of laws principles.

## 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. If any governmental authority or agency rejects any provision of this Agreement, the Parties will negotiate promptly and in good faith, in accordance with the requirements of Section 23, the revisions which may reasonably be required to achieve approval. The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment. Each amendment will be effective between the Parties on the date specified in the amendment.

## 26. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

26.1 Each Party will abide by applicable federal and state laws and regulations in obtaining end user customer authorization prior to changing an end user customer's Local Exchange Carrier to itself and in assuming

responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a change in an end user customer's local service provider. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. In accordance with Applicable Law, each Party shall retain on file all applicable letters and other documentation of authorization relating to its end user customer's selection of such Party as its LEC.

- 26.2 Unless otherwise allowed by Applicable Law, only an end user customer can initiate a challenge to a change in its LEC. If an end user customer notifies one Party that the end user customer requests local exchange service, and the other Party is such end user customer's LEC, then the Party receiving such request shall be free to immediately access such end user customer's CPNI subject to the requirements of Appendix OSS of this Agreement restricting access to CPNI.

## 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 will be responsible for obtaining all necessary state certification.
- 27.3 Each Party shall be responsible for obtaining and keeping in effect all approvals necessary to perform its obligations under this Agreement.
- 27.4 Each Party will be responsible for ensuring that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA.

## 28. LAW ENFORCEMENT

The Parties shall handle law enforcement requests in accordance with the requirements of this Section 28.

### 28.1 Intercept Devices:

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 customer of the other Party, it shall refer such request to the Party that serves such end user customer, 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.

### 28.2 Subpoenas:

If a Party receives a subpoena for information concerning an end user customer the Party knows to be an end user customer 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 Party was the end user's service provider, in which case the Party will respond to any valid request.

### 28.3 Emergencies:

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

### 28.4 Service Annoyance:

AT&T MICHIGAN and PFN will cooperate to comply with requests from law enforcement agencies for service termination, wire taps, and provision of customer usage data pursuant to a lawful process,



including CALEA. Each party is responsible to take the necessary corrective action with its End User who makes annoying or harassing calls.

## 29. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

- 29.1 Each Party is an independent contractor.
- 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.

## 30. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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. ASSIGNMENT

- 31.1 Any assignment or delegation by either Party to any non-Affiliate entity of any right, obligation or duty, or of any other interest under this Agreement, in whole or in part, without the prior written consent of the other Party will be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest under this Agreement to an Affiliate shall provide sixty (60) calendar days' prior written notice to the other Party. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assigns of that Party. No assignment or delegation of this Agreement (in whole or part) will relieve the assignor of its obligations under this Agreement.
- 31.2 Intentionally Omitted.
- 31.3 If during the term, AT&T MICHIGAN sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, AT&T MICHIGAN shall provide PFN not less than one hundred eighty (180) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, PFN acknowledges that AT&T MICHIGAN shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that PFN must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets, provided, however, that insofar as such sale, assignment or transfer affects PFN's interests pursuant to this Agreement AT&T MICHIGAN shall (i) comply with the requirements of Applicable Law and (ii) work cooperatively with PFN and the third party acquiring the ILEC Territory or ILEC Assets regarding the potential assignment of this Agreement (in whole or in part) to such third party. For purposes of this Section 31.3, "ILEC Territory" is defined as any specific operating areas, or portion thereof, in which AT&T MICHIGAN is deemed to be the ILEC under the Act and "ILEC Assets" is defined as assets that AT&T MICHIGAN owns or leases which are used in connection with AT&T MICHIGAN's provision to PFN of any Interconnection, resale services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement.

## 32. DELEGATION TO AFFILIATE

Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) or a third party to take some or all of such actions to fulfill such obligations. In the event of any delegation to an Affiliate or a third party pursuant to this Section 32, the delegating Party shall remain fully liable for the performance of this Agreement in accordance with its terms. Any Party which elects to perform its obligations through an Affiliate or third party shall cause its Affiliate or any third party to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate or third party, such Party has the authority to cause such Affiliate or third party to perform such obligation and such Affiliate or third party will have the resources required to accomplish the delegated performance. No contract, subcontract or other agreement entered into by either Party with any third party in connection with the provision of local services or Network Elements hereunder shall provide for any indemnity, guarantee, assumption of liability by, or other

obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

### 33. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

33.1 Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:

33.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and

33.1.2 listed by any governmental agency as a hazardous substance.

33.2 PFN will in no event be liable to AT&T MICHIGAN for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that PFN did not introduce to the affected work location. AT&T MICHIGAN will, at PFN's request, indemnify, defend and hold PFN and each of its officers, directors and employees harmless from and against any loss that arises out of or results from:

33.2.1 Any environmental hazard that AT&T MICHIGAN, its contractors or agents introduce to the work locations, or

33.2.2 The presence or release of any environmental hazard for which AT&T MICHIGAN is responsible under Applicable Law.

33.3 AT&T MICHIGAN will in no event be liable to PFN for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that AT&T MICHIGAN did not introduce to the affected work location. PFN will (at AT&T MICHIGAN's request) indemnify, defend and hold AT&T MICHIGAN and each of its officers, directors and employees harmless from and against any loss that arises out of or results from:

33.3.1 any environmental hazard that PFN, its contractors or agents introduce to the work locations, or

33.3.2 the presence or release of any environmental hazard for which PFN is responsible under Applicable Law.

### 34. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance of any part of this Agreement 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 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, if appropriate, be excused from 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.

### 35. TAXES

- 35.1 The price for the Interconnection, Resale Services, Network Elements, Functions, Facilities, products and services under this Agreement (hereinafter "Product or Service" or "Products or Services") is exclusive of all applicable Federal, state or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees or surcharges (hereinafter "Tax" or "Taxes"). Each Party purchasing a Product or Service shall pay, or be responsible for, all Taxes imposed on the provision by the providing Party of the Product or Service, except for any Tax on or determined by the providing Party's corporate existence, status, income, franchise or property (which shall be borne solely by the providing Party), provided that such Tax is: (1) required or permitted by law to be collected from a purchaser of the Product or Service (2) is properly invoiced, and when required, as a separate line item; and (3) except as provided in Section 35.2(b), below, is invoiced at the same time as the associated charge for the Product or Service is invoiced.
- 35.2 (a) With respect to any purchase of a Product or Service: (1) if any Tax is required by Applicable Law to be collected from the purchasing Party by the providing Party, the providing Party shall bill the purchasing Party for such Tax; (2) if any Tax is permitted by Applicable Law to be collected from the purchasing Party by the providing Party, the providing Party may, at its option, bill the purchasing Party for such Tax. The purchasing party shall be required to pay all taxes billed the providing Party in accordance with the terms of this Section 35. The purchasing Party shall remit such collected Tax under (1) and (2) of this Section 35.2(a) to the providing Party; and (iii) the providing Party shall, to the extent required by law, remit such collected Tax to the applicable authority. Nothing shall prevent the providing Party from paying any Tax to the appropriate authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party.
- (b) Notwithstanding anything in this Agreement to the contrary, if the providing Party fails to timely bill the purchasing Party for any Tax that the purchasing Party is required to pay pursuant to this Agreement (unless the failure to bill timely was due to any actions or in-actions of the purchasing Party: (1) the providing Party shall be liable for any interest and penalties imposed on the late payment of the Tax, and (2) the purchasing Party shall be liable to the providing Party for and the providing Party may bill and collect any Tax so long as the Tax was: (A) assessed by or paid to an appropriate authority under any circumstances within one year of the date of the transaction; (B) assessed or paid as a result of an audit initiated by an appropriate authority within four (4) years from the date of the transaction. However, if the purchasing Party fails to pay any Taxes properly billed, then, the time limits (A) and (B) above shall not apply and as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 35.3 With respect to any purchase hereunder of Products or Services that are resold to a third party, if the purchasing party provides a duly executed certificate of exemption to the providing Party, the providing Party shall exempt the purchasing Party from the applicable Taxes, in accordance with law.
- 35.4 Intentionally Omitted.
- 35.5 As between the providing Party and the purchasing Party, the purchasing Party shall indemnify the providing Party and be liable for any Tax due (and penalties and interest, if applicable), as well as any reasonable costs and expenses (not to exceed three thousand dollars (\$3,000) per event in the aggregate), on the purchasing party's sale of any service to a third party and shall indemnify and hold the providing Party harmless for such Tax. Such indemnification shall be conditioned upon the providing party giving the purchasing party notification of any proposed assessment of Tax, penalty or interest due by the providing Party. The notification required herein shall be provided within thirty (30) days of receipt of notification by the providing party. If the providing party receives a notification calling for a response in more than ten (10) but less than thirty (30) days from the date of receipt, the providing party shall give notice to the purchasing party within 5 business days of receipt. If the providing party receives a notification calling for a response in more than five (5) days but less than ten (10) days of receipt, the providing party shall provide notice to the purchasing party within 48 hours of receipt. If the providing party receives a notification calling for a response within five (5)

days of receipt, the providing party shall use its best efforts to extend the response time and, at the same time, dispatch notice to the providing party by telegram or overnight mail.

- 35.6 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.
- 35.7 With respect to any Tax or Tax controversy covered by this Section 35, either 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, or to seek refund of Taxes that it has previously paid. The Parties will cooperate in any such contest. Each Party will ensure that no lien is attached to any asset of the other Party as a result of any contest.
- 35.8 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 35 shall be sent in accordance with Section 19, Notices, hereof.

### **36. NON-WAIVER**

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.

### **37. INTENTIONALLY OMITTED**

### **38. INTENTIONALLY OMITTED**

### **39. INTENTIONALLY OMITTED**

### **40. CUSTOMER INQUIRIES**

- 40.1 Unless otherwise required by this Agreement, 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.
- 40.2 Each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:
- 40.2.1 Provide the number described in Section 40.1 to callers who inquire about the other Party's services or products; and
- 40.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.
- 40.3 Except as otherwise provided in this Agreement, PFN shall be the primary point of contact for PFN's end user customers with respect to the services PFN provides such end user customers.
- 40.4 Customer Contact. PFN will provide the exclusive interface to PFN end user customers, except as PFN may otherwise specify. When PFN requires AT&T MICHIGAN personnel or systems to interface with PFN end user customers, the AT&T MICHIGAN personnel shall identify themselves as representing PFN, or any brand as PFN may specify, and shall not identify themselves as representing AT&T MICHIGAN or any other entity.

### **41. EXPENSES**

- 41.1 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.

## 42. CONFLICT OF INTEREST

Each Party represents that it has paid nothing of value to the other Party's agents to influence those agents in connection with the negotiation of this Agreement.

## 43. SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (or to be performed after) 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: Indemnification, Confidential Information, Limitation of Liability, and any liability or obligations of a Party for acts or omissions prior to the expiration or termination of this Agreement.

## 44. INTENTIONALLY OMITTED

## 45. AMENDMENTS AND MODIFICATIONS

- 45.1 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 Commission.
- 45.2 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.

## 46. INTENTIONALLY OMITTED

## 47. INTENTIONALLY OMITTED

## 48. AUTHORITY

- 48.1 AT&T MICHIGAN represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state of Michigan. AT&T MICHIGAN represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for AT&T MICHIGAN. AT&T MICHIGAN represents and warrants that it has full power and authority to perform its obligations hereunder.
- 48.2 PFN represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. PFN represents that it is certified as a LEC by the Commission prior to submitting any orders hereunder and is authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such service.

## 49. COUNTERPARTS

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.

## 50. ENTIRE AGREEMENT

The terms contained in this Agreement and all 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.

## 51. INTENTIONALLY OMITTED

## 52. INTENTIONALLY OMITTED

## 53. INTENTIONALLY OMITTED

**54. TARIFF REFERENCES:**

- 54.1 References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which such services are provided as a result of detariffing or deregulation.
- 54.2 Wherever the term "customer" is used in connection with retail tariffs, the term "customer" means the ultimate consumer or the End User of any tariffed service.
- 54.3 No reference to tariffs in this Agreement shall be interpreted or construed as permitting CLEC to purchase Interconnection Services, under such tariff. Except where expressly permitted elsewhere in this Agreement, notwithstanding the availability of Interconnection Services under tariffs in some AT&T incumbent ILEC states, CLEC agrees that any purchase of Interconnection Services addressed by this Agreement or required to be offered by AT&T under Section 251 of the Act, shall be purchased solely pursuant to the terms, condition and rates set forth in this Agreement. To the extent that complete terms, conditions and/or rates for any Interconnection Service are not contained in this Agreement at the time CLEC seeks to order such services, the Parties shall amend this Agreement to include such terms, conditions and rates prior to CLEC submitting such order. The rates for Interconnection Services inadvertently or improperly ordered prior to an agreement of the Parties on terms, conditions and/or rates is addressed in the Appendix Pricing.

Peninsula Fiber Network, LLC

Michigan Bell Telephone Company d/b/a AT&T Michigan by AT&T Services, Inc., its authorized agent

Signature: 

Signature: 

Name: David McCartney

Name: Patrick R. Doherty

Title: General Manager

Title: Director - Regulatory

Date: 4/19/2011

Date: APR 20, 2011

FACILITIES-BASED OCN# - 116F

ACNA: PFJ

## GENERAL DEFINITIONS

For purposes of this Agreement, certain terms have been defined in this Appendix and elsewhere 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 shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree 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, shall have the meaning set forth in the Act, unless the context clearly indicates otherwise. The definitions contained in this Appendix are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of the term in the Act, in this Appendix, or in any other part of the Agreement (including the Attachments), the definition in the Act shall supersede any definition in the Agreement or Appendices, and any specific definition in an Appendix other than this Appendix shall supersede the definition in this Appendix. Throughout this Agreement and its Appendices, various diagrams are used. The diagrams are illustrative only, and, in the event of any disagreement between the diagram and the words of this Agreement, the words of this Agreement shall control.

**"Act"** means the Communications Act of 1934 [47 U.S.C. 151 et seq.], as amended by the Telecommunications Act of 1996, codified throughout 47 U.S.C.

**"Access Service Request" (ASR)** is an industry standard form and supporting documentation used by the Parties to order Switched Access Service and/or to add, establish, change or disconnect Trunks for the purposes of Interconnection.

**"Advanced Intelligent Network" or "AIN"** is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

**"Affiliate"** is as defined in the Act.

**"Alliance for Telecommunications Industry Solutions" (ATIS)** is a North American telecommunication industry standards forum which, through its committees and working groups, creates and publishes standards and guidelines designed to enable interoperability for telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein as baseline requirements documentation.

**"Alternate Billing Service" (ABS)** means a service that allows end user customers 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.

**"Applicable Law"** means all federal, state and local statutes, laws, rules, regulations, ordinances, codes, guidelines, orders and decisions of courts of competent jurisdiction that relate to a Party's obligations under this Agreement.

**"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-1 100-CORE, which defines and amends the industry standard for message recording.

**"Automatic Number Identification" or (ANI)** identifies the telephone number associated with the line from which a call originates. ANI usually identifies the same number as the Calling Party Number (CPN).

**"Automatic Route Selection" (ARS)** is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit switch routing table or system.

**"Billing"** involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate end user customer Billing with attendant documentation. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.



**"Billed Number Screening" (BNS)** means a validation of Toll Billing Exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

**"Business Day"** means Monday through Friday, excluding holidays in which banks and government offices are closed.

**"Calling Party Number" (CPN)** means a Common Channel Signaling (CCS) parameter, as for example a Signaling System 7 (SS7) parameter, whereby the ten (10) digit number or other number of the calling Party is forwarded from the End Office through the network.

**"Carrier"** see Telecommunications Carrier.

**"Carrier Access Billing System" (CABS)** is defined in a document prepared under the direction of the Billing Committee of the Ordering and Billing Forum (OBF) of ATIS. The CABS document is published by Telcordia Technologies in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the Billing of switched access service and other connectivity issues.

**"Central Office"** means a building or space within a building where transmission facilities or circuits are connected or switched.

**"Centrex"** means a Telecommunications Service that uses Central Office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like, features.

**"Collocation"** is as described by Applicable Law.

**"Commercial Mobile Radio Service" (CMRS)** is as defined in the Act.

**"Commission" or "MPSC"** means the Michigan Public Service Commission.

**"Common Channel Signaling" (CCS)** means a method of exchanging call set-up and network control data over a digital 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 that carries the actual call. Unless otherwise agreed by the Parties, the preferred CCS protocol used by the Parties shall be SS7.

**"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.

**"Communications Assistance for Law Enforcement Act" (CALEA)** refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

**"Competitive Local Exchange Carrier" (CLEC)** is any Local Exchange Carrier certified to provide Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier.

**"Conduit"** means a tube or other similar enclosure that may be used to house copper, fiber or coaxial communications cables or communications-related power cables. Conduits may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An inner duct is a separate tube or enclosure within a Conduit.

**"Control Office"** is the operations center or office designated by either Party as its single point of contact for the provisioning and maintenance of its portion of this Agreement.

**"Coordinated Cutover"** means the coordination of all cutover activities that may be associated with porting of a telephone number from the old service provider to the new service provider, which coordination may include, but not limited to, notification of when the old service provider starts the cutover and finishes the cutover, coordination of testing, and working with the new service provider to ensure that the cutover is properly performed and completed.

**"Cross Connection"** means an intra-Wire Center channel of the appropriate bandwidth and media, connecting separate pieces of Telecommunications Equipment, including jumpers and intraoffice cables.

**“Customer Usage Data”** means the Telecommunications Services usage data of an end user customer measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by one Party and forwarded to the other Party.

**“Custom Local Area Signaling Service Features” (CLASS)** means certain call-management service features available to end user customers within a Local Access and Transport Area (“LATA”), including but not limited to: Automatic Call Back; Automatic Recall; Call Trace; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

**“Desired Due Date”** means the desired service activation date as requested by PFN on a service order.

**“Dialing Parity”** is as defined in the Act.

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

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

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

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

**“End Office Switch” or “End Office”** means a Switch that directly terminates traffic to and receives traffic from local exchange service customers. An End Office Switch does not include a PBX.

**“End User”** means, consistent with the Commission’s decision in Case No. U-13758, a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term “End user” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

**“Enhanced Service Provider” (ESP)** is a provider of enhanced services as those services are defined in the Act.

**“Exchange Access”** is as defined in the Act.

**“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.

**“Exchange Service”** means Telephone Exchange Service, as defined in the Act.

**“Feature Group D” or “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 use in originating and terminating communications.

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

**“Group Record”** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all special billing numbers in an NPA-0/1XX.

**“Incumbent Local Exchange Carrier” (ILEC)** is as defined in the Act.

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

**“Integrated Services Digital Network” (ISDN)** means a digital circuit switched network service. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital channelized transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN provides for 23 bearer channels and 1

data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

**"Interconnection"** is as defined in the Act.

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

**"InterLATA"** is as defined in the Act.

**"Interlata Traffic"** describes Telecommunications between a point located in a Local Access and Transport Area (LATA) and a point located outside such area.

**"Intralata Toll Traffic"** describes IntralATA Traffic between two locations within one LATA where one of the locations lies outside the local calling area defined by the Commission.

**"Local Access Transport Area" (LATA)** is as defined in the Act.

**"Local Exchange Carrier" (LEC)** is as defined in the Act.

**"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.

**"Local 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.

**"Local Service Ordering Guide" (LSOG)** is a document developed by the OBF to establish industry-wide ordering and billing processes.

**"Local Service Request" (LSR)** means the industry standard forms and supporting documentation used for ordering local services.

**"Main Distribution Frame" (MDF)** means the distribution frame of the Party providing the loop used to Interconnect cable pairs and line and trunk equipment terminals.

**"MECAB"** refers to the Multiple Exchange Carrier Access Billing document developed by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document, published by ATIS as ATIS/OBF-MECAB- Issue 7, February 2001, contains the recommended guidelines for the billing of access and interconnection services provided to a customer by two or more providers or by one provider in two or more states within a single LATA.

**"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services document developed by the Interconnection Services Ordering & Provisioning (ISOP) Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document, published by ATIS as ATIS/OBF-MECOD-Issue 5, February 2002, establishes methods for processing orders for access service which is to be provided to an Interexchange Carrier (IC) by two or more Exchange Carriers (ECs).

**"Meet Point"** is a point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

**"Meet-Point Billing" (MPB)** refers to the billing arrangement whereby two or more Telecommunications Carriers jointly provide Switched Exchange Access Service to an IXC, with each LEC billing the IXC its tariffed rate for the portion of Switched Exchange Access Service it provided to the IXC.

**"Network Data Mover" (NDM)** is an industry standard protocol for the electronic transfer of information.

**"Network Element"** is as defined in the Act.

**"North American Numbering Plan" (NANP)** A numbering architecture employed in the United States, Canada and certain Caribbean countries 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.

**"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, also known as a "Service Access Codes" (SAC Codes) 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 of non-geographic NPAs in the N00 format include 500, Toll Free Service NPAs, 700, and 900.

**"Number Portability Administration Center" (NPAC)** means one of the seven regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven, original Bell Operating Company regions so as to cover the 50 states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

**"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.

**"Originating Point Code" (OPC)** means a code assigned to identify CLEC's system(s) that originate SS7 messages, including LIDB Service Queries.

**"Parity"** means the provision of a service or access to service that is at least equal in quality, timing, priority, functionality and capabilities to that which AT&T MICHIGAN provides itself, its customers, subsidiaries, Affiliates or any third party.

**"Party"** means either AT&T MICHIGAN or PFN. "Parties" means both AT&T MICHIGAN and PFN.

**"Plain Old Telephone Service" (POTS)** means basic telephone service.

**"Public Switched Network" or "Public Switched Telecommunications Network" (PSTN)** includes all switches and transmission facilities, provided by any Telecommunications Carriers that use the NANP in connection with the provision of Telecommunications Services.

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

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

**"Remote Terminal" or "RT"** means a controlled environmental vault, hut, or cabinet, which may or may not contain fiber fed digital loop carrier (DLC).

**"Service Management System" (SMS)** means an off-line system used to access, create, modify or update information in a database.

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

**"Switch"** means a mechanical, electrical or electronic device which opens and closes circuits, completes or breaks an electrical path, or select paths or circuits.

**"Switched Exchange Access Service"** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include, but are not limited to, Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors and/or similar Switched Exchange Access Services.

**"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.

**“Tandem Office Switch” or “Tandem”** means a Switch used to connect and switch Trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

**“Technically Feasible”**, including burden of proof, is as defined in applicable FCC regulations and Applicable Law.

**“Telecommunications”** is as defined in the Act.

**“Telecommunications Carrier”** is as defined in the Act.

**“Telecommunications Equipment”** is as defined in the Act.

**“Telecommunications Service”** is as defined in the Act.

**“Telephone Exchange Service”** is as defined in the Act.

**“Telephone Toll Service”** is as defined in the Act.

**“TELRIC”** means Total Element Long-Run Incremental Cost.

**“TSLRIC”** means Total Service Long-Run Incremental Cost as defined by the Michigan Public Service Commission.

**“Third Party”** means any person other than a Party.

**“Toll Free Service”** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing (e.g., 800 or 800-like services). Toll Free Service includes, but is not limited to, calls placed to 800/888 NPA Service Access Codes (SAC).

**“Trunk”** means a communication line connecting two switching systems.

**“Wire Center”** means the physical structure where **AT&T MICHIGAN** terminated subscriber outside cable plant (i.e. their local lines) with the necessary testing facilities to maintain them. This is usually the same location as a Class 5 central office. A Wire Center might have one or several Class 5 central offices, also called public exchanges or simply switches.

## APPENDIX II - BONA FIDE REQUEST

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## 1.0 Introduction

1.1 The Parties agree that CLEC is entitled to order any Section 251 or 251(c)(3) element required to be made available by FCC requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when CLEC makes a request of AT&T MICHIGAN to provide a new or modified Section 251 or 251(c)(3) element that is not currently offered by AT&T MICHIGAN but is required to be made available via the Act.

## 2.0 Definitions

2.1 “BFR” means a Bona Fide Request pursuant to the Act.

2.2 “Complex Request Evaluation Fee” means an Individual Case Basis (ICB) fee to compensate AT&T MICHIGAN for the extraordinary expenses directly related to the CLEC’s BFR which is a complex request that requires the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc.

2.3 “Development Rate” means the estimated cost for AT&T MICHIGAN to develop the new or modified 251(c)(3) element and other network elements.

## 3.0 Responsibilities of the Parties

3.1 A BFR shall be submitted by CLEC on the BFR Application Form, located on the AT&T CLEC Online website to their designated AT&T MICHIGAN Senior Carrier Accounts Manager (SrCAM) and shall specifically identify the requested service date, technical requirements, and/or such other specifications that clearly define the request such that AT&T MICHIGAN has sufficient information to analyze and prepare a response. Such a request shall also include CLEC’s designation of the BFR being pursuant to the Act.

3.1.1 CLEC shall include with its BFR Application Form a “BFR Deposit” to cover preliminary evaluation costs. See Pricing Schedule for the BFR Deposit amount.

3.1.2 If the BFR Deposit amount identified in the Pricing Schedule is not made at the time of the BFR Application, CLEC shall be responsible for all preliminary evaluation costs incurred by AT&T MICHIGAN to complete the preliminary analysis (regardless of whether such costs are greater or lesser than the BFR Deposit amount in the Pricing Schedule).

3.1.3 If CLEC submits a BFR Deposit with its BFR, and AT&T MICHIGAN is not able to process the request or determines that the request does not qualify for BFR treatment, then AT&T MICHIGAN will credit the BFR Deposit amount to the CLEC’s account. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the BFR Deposit, the balance of the deposit will, at the option of CLEC, either be credited toward the CLEC’s account or credited toward any additional developmental costs authorized by CLEC.

3.2 Within two (2) Business Days of AT&T MICHIGAN’s receipt of a fully complete and valid BFR, AT&T MICHIGAN shall acknowledge, in writing, its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the BFR to the extent known at that time. Notwithstanding the foregoing, AT&T MICHIGAN may reasonably request additional information from CLEC at any time during the processing of the BFR.

3.3 For any new or modified Section 251 or 251(c)(3) element required to be unbundled by Act, if AT&T MICHIGAN determines that the preliminary analysis of the requested BFR is of such complexity that it will cause AT&T MICHIGAN to expend extraordinary resources to evaluate the BFR, AT&T MICHIGAN shall notify CLEC within ten (10) Business Days of AT&T MICHIGAN’s receipt of the BFR that a Complex Request Evaluation Fee will be required prior to the preliminary analysis of the BFR being performed by AT&T MICHIGAN. If CLEC accepts the Complex Request Evaluation Fee proposed by AT&T MICHIGAN, CLEC shall submit such fee within thirty (30) Business Days of AT&T MICHIGAN’s



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notice that a Complex Request Evaluation Fee is required. AT&T MICHIGAN will not be obligated to further process the BFR until such Complex Request Evaluation Fee is received by AT&T MICHIGAN. Within thirty (30) Business Days of AT&T MICHIGAN's receipt of the Complex Request Evaluation Fee, AT&T MICHIGAN shall respond to CLEC by providing a preliminary analysis.

- 3.4 If AT&T MICHIGAN is not required to expend extraordinary resources to evaluate the BFR as described in Section 3.3 above, then within thirty (30) Business Days of AT&T MICHIGAN's receipt of CLEC's fully complete and valid BFR, AT&T MICHIGAN shall respond to CLEC by providing a preliminary analysis of the new or modified Section 251 or 251(c)(3) element. The preliminary analysis shall confirm either that AT&T MICHIGAN will or will not offer the new or modified Section 251 or 251(c)(3) element.
- 3.5 CLEC may cancel a BFR at any time up until thirty (30) Business Days after receiving AT&T MICHIGAN's preliminary analysis. If CLEC cancels the BFR within thirty (30) Business Days after receipt of AT&T MICHIGAN's preliminary analysis, AT&T MICHIGAN shall be entitled to retain the BFR Deposit or any Complex Request Evaluation Fee, minus those costs that have not been incurred by AT&T MICHIGAN as of the date of cancellation.
- 3.6 CLEC will have thirty (30) Business Days from receipt of the preliminary analysis to accept the preliminary analysis. CLEC must provide acceptance of the preliminary analysis in writing and provide the payment of the estimated Development Rate for the new or modified network element quoted in the preliminary analysis. If CLEC fails to respond within this thirty (30) Business Day period, the BFR will be deemed cancelled.
- 3.7 As soon as feasible, but not more than ninety (90) calendar days after AT&T MICHIGAN's receipt of CLEC's written acceptance of the preliminary analysis and payment of the estimated Development Rate, AT&T MICHIGAN shall provide to CLEC a firm price quote. The firm price quote will include any additional Development Rates, the nonrecurring rate and the recurring rate, and a detailed implementation plan. The firm nonrecurring rate will not include any of the Development Rate or the Complex Request Evaluation Fee, if required, in the calculation of this rate.
- 3.8 CLEC shall have thirty (30) Business Days from receipt of the firm price quote to accept or deny the firm price quote in writing and submit any additional Development Rates or nonrecurring rates quoted in the firm price quote. If AT&T MICHIGAN does not receive Notice of any of the foregoing within such thirty (30) Business Day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AT&T MICHIGAN for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by AT&T MICHIGAN).
- 3.9 Unless CLEC agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 3.10 If CLEC believes that AT&T MICHIGAN's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the Dispute Resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 3.11 Upon agreement to the rates, terms and conditions of the BFR, an amendment to this Agreement may be required and the Parties shall negotiate such amendment in good faith.

# Directory Assistance Listing Information (DALI)

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## DIRECTORY ASSISTANCE LISTING INFORMATION (DALI)

### 1. INTRODUCTION

- 1.1 Intentionally Omitted.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 The prices at which AT&T MICHIGAN agrees to provide PFN with Directory Assistance Listing Information (DALI) are contained in the applicable Appendix Pricing.

### 2. GENERAL TERMS AND CONDITIONS

- 2.1 Directory Assistance Listing Information ("DALI") means the following: subscriber records used to populate and maintain AT&T MICHIGAN's database used to provide directory assistance: the last name, first name, street number, street name, community, zip code and telephone number of AT&T MICHIGAN's telephone exchange service subscribers located in the State of Michigan. DALI shall also include updates. AT&T MICHIGAN shall use commercially reasonable efforts to provide PFN with a complete copy of the DALI including all names, addresses, telephone number of listed residential and/or business and government telephone service subscribers located in the State of Michigan and of those telecommunications carriers including incumbent local exchange companies, competitive local exchange carriers and Independent Telephone Companies in Michigan who have not objected to disclosure of such information in accordance with applicable law.
- 2.2 Where technically feasible, AT&T MICHIGAN will provide Dialing Parity Directory Listings in AT&T MICHIGAN (herein after collectively referred to as DAL):
  - 2.2.1 AT&T MICHIGAN owns and maintains the database containing directory assistance listing information.
  - 2.2.2 Inasmuch as AT&T MICHIGAN provides DA service under contract for other Telecommunications Carriers, AT&T MICHIGAN's database also contains directory assistance listing information for other Telecommunication Carriers' end user customers.
  - 2.2.3 AT&T MICHIGAN agrees to provide DALI under the following terms and conditions:
    - 2.2.3.1 The data will be received from AT&T MICHIGAN via Network Data Mover ("NDM") listed by NPA.
  - 2.2.4 Upon request, but no later than sixty (60) days after receipt of initial load request, AT&T MICHIGAN shall provide DALI to in a mutually acceptable format and mode. Consent regarding format and mode shall not be unreasonably withheld.
  - 2.2.5 On a daily basis, AT&T MICHIGAN shall provide updates. Updates shall be current as of the provision date.
  - 2.2.6 Upon request, AT&T MICHIGAN shall provide a complete refresh of DALI via electronic data transfer as soon as possible, but no later than forty-five (45) calendar days after the receipt of the request.

### 3. UNBUNDLED NETWORK ELEMENT

- 3.1 Subject to the Intervening Law requirements in the General Terms and Conditions the Parties agree that, in accordance with the requirements of MPSC rulings, AT&T MICHIGAN shall provide DALI to PFN as an unbundled Network Element.

#### 4. USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

- 4.1 PFN may use the Directory Assistance Listing Information provided pursuant to this Appendix for any lawful form of telecommunications service.
- 4.2 If this Agreement is terminated by PFN with the stated intention that no successor agreement will be entered into, PFN shall, within a reasonable time after such termination, cease using the Directory Assistance Listing Information provided hereunder by AT&T MICHIGAN, and shall extract and expunge all copies or any portions thereof from files and records and provide written notice from an authorized representative that such actions have been performed.
- 4.3 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 in accordance with applicable law. The information provided for non-published customers can only be use for two purposes. First, the non-published status may be added to the listing in PFN'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, PFN may verify the listing by matching the caller-provided address with the address in PFN's dates. PFN may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. PFN can notify the customer that the requested listing is non-published.

#### 5. EMERGENCY NOTIFICATION SERVICE FOR NON-PUBLISHED TELEPHONE NUMBERS

- 5.1 AT&T MICHIGAN shall provide for Emergency Notification Service for Non-Published Telephone Numbers (hereinafter referred to as "Non-Pub ENS"). AT&T MICHIGAN will provide to PFN a telephone number that will permit PFN to contact AT&T MICHIGAN in the event a PFN customer ("Calling Party") indicates to PFN that he/she must reach a AT&T MICHIGAN customer that has a Non-Published listing ("Non-Published Customer") to advise such Non-Published Customer of an emergency or life-threatening situation. If the Non-Published Customer's name is in the AT&T MICHIGAN DALI database, AT&T MICHIGAN will call the requested Non-Published Customer, and if such Non-Published Customer answers, will notify the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, and will provide the Non-Published Customer the name and callback telephone number of the Calling Party provided to AT&T MICHIGAN by PFN or the contact telephone number of PFN.
  - 5.1.1 AT&T MICHIGAN will only accept calls from employees of PFN or its affiliates on behalf of PFN's end user customers. AT&T MICHIGAN will not accept calls from PFN's end user customers.
- 5.2 PFN shall only utilize the Non-Pub ENS in the event a Calling Party indicates to PFN that the Calling Party must reach the Non-Published Customer to advise of an emergency situation. In no event shall PFN use the Non-Pub ENS for non-emergency situations.
- 5.3 PFN's representative shall provide to AT&T MICHIGAN (i) his/her name, (ii) a contact telephone number, (iii) the name, city and state of the Non-Published Customer that Calling Party is attempting to contact, and (iv) the Calling Party's name and call back telephone number.
- 5.4 If the Non-Published Customer does not answer for any reason (including, but not limited to, no answer, busy, intercept recording, line not working, facsimile tones, etc.), AT&T MICHIGAN will wait approximately thirty (30) minutes and make a second call attempt. If AT&T MICHIGAN's second call attempt is unsuccessful, AT&T MICHIGAN will promptly call PFN and inform PFN of its inability to reach the Non-Published Customer.

- 5.5 If the Non-Published Customer does not answer but AT&T MICHIGAN reaches such Non-Published Customer's answering machine or voice mail service, AT&T MICHIGAN will leave a message notifying the Non-Published Customer that Calling Party is attempting to reach him/her to advise of an emergency situation, will provide the Non-Published Customer either the name and callback telephone number of the Calling Party provided to AT&T MICHIGAN by PFN or the contact telephone number of PFN. AT&T MICHIGAN will promptly call PFN and inform PFN that AT&T MICHIGAN left a message for the Non-Published Customer.
- 5.6 Under no circumstances will AT&T MICHIGAN release Non-Published telephone numbers to a PFN employee or end user customer.
- 5.7 Rates for Non-Pub Emergency Number Service (ENS) are contained in Appendix Pricing.
- 5.8 The Parties agree to meet to negotiate an amendment within 60 days, should this process change.

## 6. PRICING

- 6.1 Rates for DALI are contained in Appendix Pricing.

## 7. ASSIGNMENT

- 7.1 PFN 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 DALI.

## 8. LIABILITY

- 8.1 Intentionally Omitted.
- 8.2 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix.

# DIRECTORY ASSISTANCE SERVICES

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## DIRECTORY ASSISTANCE (DA)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for PFN provided by AT&T MICHIGAN.

### 2. SERVICES

- 2.1 All DA Services described herein shall be provided in accordance with Applicable Law.
- 2.2 AT&T MICHIGAN shall provide DA Services as an unbundled network element at TSLRIC-based rates, unless AT&T MICHIGAN provides PFN with customized routing as defined in Appendix UNE and unless authorized to discontinue unbundled DA Services by the Commission.
- 2.2.1 DIRECTORY ASSISTANCE (DA) - AT&T MICHIGAN will provide the following Director Assistance listing information: (name, address, and published telephone number or an indication of "non-published status") to PFN's end user customers located within AT&T MICHIGAN's local or intraLATA operating area.
- 2.2.1.1 AT&T MICHIGAN shall provide to PFN customers the capability to dial the same telephone numbers for access to AT&T MICHIGAN's directory assistance as AT&T MICHIGAN customers use to access AT&T MICHIGAN directory assistance. Access numbers to AT&T MICHIGAN's Local DA service may include but are not limited to: 411, 1/0+411, 555-1212.
- 2.2.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC) - A service in which a local or an intraLATA call to the requested number is completed on behalf of PFN's end user customer utilizing an automated voice system or with operator assistance.

### 3. DEFINITIONS

- 3.1 The following terms are defined as set forth below:
- 3.1.1 "Call Branding" -The procedure of identifying a provider's name audibly and distinctly to the end user customer at the beginning of each DA Services call.

### 4. CALL BRANDING

- 4.1 Where technically feasible and/or available, AT&T MICHIGAN will brand DA Services based upon the criteria outlined.
- 4.1.1 Where AT&T MICHIGAN is only providing DA Services on behalf of PFN, the calls will be branded. When the same trunk group is used to provide OS and DA services to PFN, calls will be branded at PFN's request with the same brand. There may be separate brands where separate trunk groups are utilized.
- 4.1.2 Branding Load Charges
- 4.1.2.1 Branding load charges are included in Appendix Pricing.

### 5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

- 5.1 If PFN elects to use DA Services where technically feasible and/or available, AT&T MICHIGAN will provide PFN DA Rate/Reference Information, based upon the criteria outlined below:
- 5.1.1 PFN will furnish DA Rate and Reference Information in accordance with process outlined in Operator Services Questionnaire as of June 6, 2002 or as mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 5.1.2 PFN will inform AT&T MICHIGAN, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. PFN acknowledges that it is responsible to provide AT&T MICHIGAN updated Rate/Reference

Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of PFN's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either PFN's DA Services Rate or Reference Information subject to the requirements herein.

5.2 When an AT&T MICHIGAN Operator receives a rate request from a PFN end user customer, AT&T MICHIGAN will quote the applicable DA rates as provided by PFN.

## 6. RESPONSIBILITIES OF THE PARTIES

6.1 PFN will provide AT&T MICHIGAN at least thirty (30) days notice prior to any significant change in service levels for Directory Assistance under this Appendix.

6.2 PFN will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T MICHIGAN Operator assistance switch. Should PFN seek to obtain interexchange DA Service from AT&T MICHIGAN, PFN is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

6.2.1 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

6.3 PFN will furnish to AT&T MICHIGAN a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

6.4 PFN will provide AT&T MICHIGAN updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

6.5 PFN will send the DA listing records to AT&T MICHIGAN for inclusion in AT&T MICHIGAN DA database via electronic gateway as described in Appendix WP.

6.6 PFN agrees that AT&T MICHIGAN may utilize PFN's end user customer's listings contained in AT&T MICHIGAN directory assistance database in providing AT&T MICHIGAN Directory Assistance or DA related services.

6.7 PFN further agrees that AT&T MICHIGAN can release PFN's directory assistance listings stored in AT&T MICHIGAN Directory Assistance database to competing providers.

## 7. METHODS AND PRACTICES

7.1 AT&T MICHIGAN will provide DA Services to PFN's end user customers in accordance with AT&T MICHIGAN DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed to in writing by both Parties.

## 8. PRICING

8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing.

## 9. LIABILITY

9.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix. The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including any claims arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call AT&T MICHIGAN's DA operators.

## 10. TERM OF APPENDIX

- 10.1 PFN must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. PFN may terminate use of AT&T MICHIGAN's DA Services one hundred twenty (120) days advance written notice to AT&T MICHIGAN any time after PFN has used such DA Services for the twelve (12) month minimum period, inclusive of the notice period.
- 10.2 If PFN terminates use of AT&T MICHIGAN's DA Services without complying with Section 10.1 above, PFN shall pay AT&T MICHIGAN, within thirty (30) days of the issuance of a final bill by AT&T MICHIGAN, all amounts due for actual services provided under this Appendix.

# INVOICING

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## INVOICING

### 1. INTRODUCTION

- 1.1 This Appendix addresses:
  - 1.1.1 all terms and conditions for billing of Interconnection, Resale Services, Network Elements, functions, facilities, products and services; and
  - 1.1.2 all terms and conditions for billing of OSS to the extent not explicitly covered in Appendix OSS.
- 1.2 The Parties agree to participate in and comply, whenever possible, with the Ordering and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) guidelines. However, due to system limitations and/or new product developments AT&T MICHIGAN may proceed ahead of industry guidelines as necessary or choose not to implement. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines.
- 1.3 All invoices containing billing data and information shall be in accordance with the POR and CMP.
- 1.4 To the extent that there are no OBF guidelines or CABS BOS outputs governing the formatting of certain data, such data will be issued in a format mutually agreed to by the Parties.

### 2. TRANSMISSION OF BILLS

- 2.1 The Parties will meet during the implementation of this Agreement to negotiate the means of transmissions unless arrangements exist for transmission of billing information.
- 2.2 AT&T MICHIGAN will transmit billing information and data in electronic format. Upon transmission failure, PFN will notify AT&T MICHIGAN and AT&T MICHIGAN will re-transmit the bill at AT&T MICHIGAN's cost. The payment due date for resubmitted transmissions will be thirty-five (35) days from the time PFN notifies AT&T MICHIGAN of the transmission failure or as otherwise agreed by the Parties. In emergency situations where transmissions have failed, when media transmittal has to be used to convey a bill, the Parties will generate media to be transported to each other via a courier. The Parties will have no responsibility to return media delivered to each other. The Parties shall use media packaging that is sufficient to ensure that the media is protected and useable when the other Party receives it.
- 2.3 For enhancements to transmissions of existing and new bills, the Parties shall use test and production data that will be developed between the Parties. The Parties will mutually agree upon the file (block size, record length, etc.).
- 2.4 The Parties will share contingency procedures and policies that will be used to manage billing disruptions.
- 2.5 The Parties shall provide each other a single point of contact (SPOC), for AT&T MICHIGAN the SPOC will be PFN's designated account manager for handling any questions or problems regarding bills or that may arise during the implementation and performance of the obligations of this Appendix. The AT&T MICHIGAN SPOC will be available via a single telephone number (not through an answering center).
- 2.6 The Parties will issue all bills in accordance with the terms and conditions set forth in this Agreement. Each Party will establish monthly billing dates (or bill dates) for each bill type, which billing date will be the same day from month to month. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting any bill type. All bills must be received by the recipient no later than ten (10) calendar days from the bill date and at least twenty (20) calendar days prior to the payment due date, whichever is earlier. Any bill received on a Saturday, Sunday or bank holiday will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

- 2.7 The Parties will render and transmit to each other accurate and timely bills.
- 2.8 The Parties will reimburse or credit each other for incorrect charges including, but not limited to, overcharges, services ordered or requested but not delivered, and service interruption which cause the purchased service to be unavailable. All requests for reimbursement or credit under this section shall be submitted to the billing Party in writing and shall state the nature of the claim and the specific services affected. These reimbursements will be set forth in the appropriate section of the bill that correlates to a billing dispute raised by either Party.

### 3. REMITTANCE OF BILLS

- 3.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, or as otherwise agreed to by the Parties.
- 3.2 Subject to the terms of this Agreement, each Party shall remit payment the other Party as set out below:
  - 3.2.1 Remittance in full of all undisputed bills are due within thirty (30) calendar days after each Invoice/Bill Date (the "Bill Due Date") and shall be paid in accordance with the terms of this Appendix. If the payment due date is a Saturday, Sunday, or has been designated a bank holiday, payment will be made the next business day. Late payment charges, if any, will be assessed in accordance with the requirements in this Appendix.

### 4. LATE PAYMENT CHARGES

- 4.1 A late payment charge shall be applied, if: (i) no payment is received by the billing Party by the Bill Due Date; (ii) a partial payment of the amount due is received by the billing Party after the Bill Due Date; or (iii) payment or partial payment is received by the billing Party in funds that are not immediately available to the billing Party.
  - 4.1.1 If any charge incurred under this Agreement that is billed out of any billing system is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date an amount equal to the lesser of:
    - 4.1.1.1 The highest interest rate that may be levied by Applicable Law compounded daily for each day after the payment due date through and including the date the billed Party makes payment to the billing Party; or
    - 4.1.1.2 The rate used to compute the Late Payment Charge contained in the applicable AT&T MICHIGAN intrastate access services tariff.

### 5. DISPUTED AMOUNTS AND ESCROW ACCOUNTS

- 5.1 If Unpaid Charges are subject to a billing dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing the date of the bill in question, the account number or other identification (CLEC must provide the CBA/ESBA/ASBS or BAN number) of the bill in question, telephone number, circuit ID number or trunk number in question, any USOC (or other descriptive information) information relating to the item questioned, amount billed, amount in question; and the reason that the Disputing Party disputes the billed amount. The Disputing Party should utilize the preferred form or method 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, except for Disputed Amounts arising from compensation for the termination of Section 251(b)(5) Traffic or ISP-Bound Traffic, into an interest bearing escrow account with a Third Party escrow agent in accordance with Section 5.2, or pay the Disputed Amounts as permitted under Section 5.10.

- 5.1.1 Identification of circumstances in which the Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account:
- 5.1.1.1 The Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account if its total Disputed Amounts not paid into escrow do not exceed \$15,000.
  - 5.1.1.2 The Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account if it has established a minimum of 12 consecutive months of timely payment history and its total outstanding and unpaid invoice charges do not exceed 10 percent of the then-current monthly billing to said Non-Paying Party.<sup>1</sup>
  - 5.1.1.3 If the Billed Party believes in good faith that a billed amount is incorrect by reason of a clerical, or arithmetic error (e.g., erroneous use of a \$0.50 rate when applicable rate for the service billed is \$0.05, or multiplication by 1220 units when actual number of units was 220), the Billed Party may dispute the bill by bringing the asserted error to the Billing Party's attention without paying the Disputed Amount into an escrow account. Upon the assertion of such a dispute,
    - 5.1.1.3.1 If the Billing Party agrees in all respects with the Billed Party's assertion of the error, the Billing Party will correct the error.
    - 5.1.1.3.2 If the Billing Party agrees that a billing error has apparently occurred, but requires additional time for investigation or to ascertain the correct amount, the Billing Party will notify the Disputing Party in writing of the portion of its invoice, if any, that the Disputing Party is required to pay or escrow pending resolution of the dispute, with the amount of any required escrow to be reasonable under the circumstances. The Non-Paying Party shall pay into escrow as set forth in Section 5.2 below the amount reasonably specified by the Billing Party within five business days of its receipt of such specification, and if (but only if) the Non-Paying Party does so, the payment into escrow will be deemed to have been made, for purposes of perfection of the dispute, on the date on which the Billed Party initially disputed the bill under subsection 5.1.1.3.
    - 5.1.1.3.3 If the Billing Party determines in good faith that no billing error has occurred, the Billing Party will so notify the Non-Paying Party, and may demand that the Non-Paying Party pay the Disputed Amount into escrow if it wishes to dispute the bill. Within five business days of its receipt of such a demand, the Disputing Party shall pay the Disputed Amount into an interest bearing escrow account as set forth in Section 5.2 below, and if (but only if) the Disputing Party does so, the payment into escrow will be deemed to have been made, for purposes of perfection of the billing dispute, as of the date on which the Billed Party initially disputed the bill under subsection 5.1.1.3.
- 5.2 Requirements to Establish Escrow Accounts:
- 5.2.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:
    - 5.2.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
    - 5.2.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
    - 5.2.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.

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<sup>1</sup> As of the Effective Date of this Agreement PFN has established nine consecutive months timely payment history with AT&T by virtue of its payment of Structure Center bills to AT&T.



- 5.2.2 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:
- 5.2.2.1 The escrow account must be an interest bearing account;
  - 5.2.2.2 all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;
  - 5.2.2.3 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;
  - 5.2.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
  - 5.2.2.5 disbursements from the escrow account will be limited to those:
    - 5.2.2.5.1 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
    - 5.2.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 12.3 of the General Terms and Conditions; or
    - 5.2.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 12.3 of the General Terms and Conditions.
- 5.3 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 4.0 above.
- 5.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 12.0 of the General Terms and Conditions.
- 5.5 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:
- 5.5.1 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, and all bank charges associated with opening and maintaining the escrow account, no later than the second Bill Due Date after resolution of the dispute;
  - 5.5.2 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;
  - 5.5.3 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
  - 5.5.4 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 5.1 above.
- 5.6 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 5.5.1 above and Section 5.5.3 above are completed within the times specified therein.

- 5.7 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 5.5 above shall be grounds for termination of the Interconnection Services provided under this Agreement.
- 5.8 CLEC will notify AT&T at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that AT&T has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow AT&T the opportunity to test the new format and make changes deemed necessary.
- 5.9 If either Party requests one (1) or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy as specified in the Appendix Pricing, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 5.10 In lieu of paying Disputed Amounts into an interest bearing escrow account under this Section 5, a Party may elect to pay the Disputed Amounts to the other Party, and if the dispute is resolved in favor of the disputing Party, the Billing Party shall, by no later than the second Bill Due Date after the resolution of the Dispute, issue a refund or credit (at the option of the disputing Party) to the disputing Party, along with interest starting on the later of (i) the date the Disputing Party provided written notice of the dispute or (ii) the date the Disputing Party paid the Disputed Amount (in the event that the disputing Party pays a Disputed Amount before the Bill Due Date but after giving written notice of the dispute) and continuing to the date the refund or credit was issued, at a rate equal to 75% of the lesser of the two rates that would apply under subsections 4.1.1.1 and 4.1.1.2.

## 6. INTENTIONALLY OMITTED

## 7. PAYMENT

- 7.1 Each Party shall make payments to the other via check or electronic funds credit transfers through the Automated Clearing House Association ("ACHA") network to the financial institution designated by the Party receiving the payment. If such banking information changes, each Party will provide the other at least sixty (60) days written notice of the change and such notice will include the new banking information. The Parties shall abide by the National Automated Clearing House Association ("NACHA") rules and regulations. Each check or ACHA credit transfer shall be received by the billing Party no later than the Bill Due Date of each bill or late payment charges will apply as provided in this Appendix Invoicing. The Party receiving payment shall not be liable for any delays in receipt of funds or errors in entries caused by the paying Party or third parties, including the paying Party's financial institution. The paying Party is responsible for its own banking fees. Each Party will provide the other with a contact person for the handling of billing payment questions or problems.
- 7.2 Nonpayment and Procedures for Disconnection
  - 7.2.1 If the Non-Paying Party fails to (i) pay any undisputed amounts or fails to file a bona fide dispute for amounts in dispute by the deadline provided in the first late payment notification, (ii) pay any revised deposit or (iii) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party will, in addition to exercising any other rights or remedies it may have under Applicable Law, provide a second late payment notice/written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the second late payment notice/written demand within sixty (60) days of receipt, the Billing Party may exercise any, or all, of the following options.
    - 7.2.2 assess a late payment charge and where appropriate, a dishonored check charge;
    - 7.2.3 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;
    - 7.2.4 refuse to accept new, or complete pending, orders; and/or
    - 7.2.5 discontinue service.

## 8. ADDITIONAL COPIES OF BILLS

- 8.1 Each Party shall provide the other additional copies of bills at no charge upon request.

## 9. OSS BILLING

- 9.1 With respect to all current OSS billing interfaces covered by this Appendix, the Parties will comply with the final version of the AT&T MICHIGAN Uniform and Enhanced OSS ("Uniform POR") once approved by the FCC.
- 9.2 AT&T MICHIGAN shall provide proper notice of interface phase out as required by the Change Management process. The Parties acknowledge that Change Management processes may be affected by the final Uniform and Enhanced OSS Plan of Record (POR) once approved by FCC.
- 9.3 To achieve enhanced system functionality (e.g. Bill info, Daily Usage Extract as quickly as possible, the Parties acknowledge that they may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. The Parties 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.
- 9.4 The IS Call Center for the AT&T MICHIGAN region provides a technical support function for current OSS billing interfaces. PFN will also provide a single point of contact for technical support issues related to the electronic OSS billing interfaces. The Parties are responsible for obtaining operating system software and hardware to access each other's current OSS billing interfaces.
- 9.5 AT&T MICHIGAN shall continue to provide PFN electronic billing for the products/services currently billed electronically in the AT&T MICHIGAN region.
- 9.6 The Parties acknowledge that billing for everything in this Agreement from PFN to AT&T MICHIGAN, the volume of bills does not warrant nor do the Parties desire an Application-to-Application interface. Therefore, PFN will provide AT&T MICHIGAN with billing in paper format, unless otherwise mutually agreed.
- 9.7 The Parties will cooperatively test new BOS releases of CABs in line with normal industry practice. The Parties will also cooperatively test new releases, enhancements or other changes to the EDI billing system.

## 10. BACKBILLS

- 10.1 Limitation on Back-billing and Credit Claims; Exceptions to Limitation for Certain Situations (True-Ups):
- 10.1.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to 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 (12) 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. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection Service(s) more than twelve (12) months after the Interconnection Service(s) was provided when the ability or right to charge or the proper charge for the Interconnection Service(s) was the subject of an arbitration or other Commission docket or any FCC order, including any appeal of such arbitration, docket or FCC order. In such cases (hereinafter a "true-up"), the time period for billing shall be the longer of (a) the period specified by the commission in the final order allowing

or approving such charge or (b) eighteen (18) months from the date of the final order allowing or approving such charge or (c) twelve (12) months from the date of approval of any executed amendment to this Agreement required to implement such charge.

10.1.1.1 If the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of the billed Party, the twelve (12) month period provided in subsection 10.1.2 shall be extended by a period equal to the delay caused by such conduct of the billed Party, and the billed Party shall be liable for such Back-billed charges. Where such failure to bill or underbilling is caused in part by the billed Party and in part by the billing Party, the Parties may agree upon other time periods for Back-billing.

10.1.2 Back-billing and credit claims, and true-ups, as limited above, will apply to all Interconnection Services purchased under this Agreement. To the extent that Back-billing and Credit Claims for Intercarrier Compensation are dealt with under Appendix XVIII Reciprocal Compensation, Back-bill and Credit Claims for Intercarrier Compensation is excluded from this Section 10.0 and is addressed in Appendix XVIII Reciprocal Compensation.

# INWARD ASSISTANCE OPERATOR SERVICE (INW)

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## INWARD ASSISTANCE OPERATOR SERVICES (INW)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services provided by AT&T MICHIGAN to PFN.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 Intentionally Omitted.
- 1.5 Intentionally Omitted.
- 1.6 The prices at which AT&T MICHIGAN agrees to provide PFN Inward Assistance Operator Services are contained in Appendix Pricing.

### 2. SERVICES

- 2.1 Where technically feasible and available, AT&T MICHIGAN's 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 (BLVI) service.
- 2.2 Inward Assistance Operator Service is an optional service and is applicable when PFN is not purchasing AT&T MICHIGAN's Operator Services.

### 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 Intentionally Omitted.
- 3.3 Intentionally Omitted.

### 4. RESPONSIBILITIES OF THE PARTIES

- 4.1 If PFN decides to order this optional service, it is the responsibility of PFN to order the necessary facilities to interconnect with AT&T MICHIGAN's Operator assistance switches in the various locations throughout the AT&T MICHIGAN territory.
- 4.2 Initial and/or additional interconnection trunking requirements for INW are described in Appendix NIM.
- 4.3 PFN will furnish request for service in writing to AT&T MICHIGAN, thirty (30) calendar days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by AT&T MICHIGAN.
- 4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC 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.
- 4.4 AT&T MICHIGAN - When utilizing the services of PFN Inward Assistance, AT&T MICHIGAN and PFN agree that AT&T MICHIGAN will pay PFN at the same rate PFN compensates AT&T MICHIGAN pursuant to the terms of this Appendix.
- 4.5 Intentionally Omitted.
- 4.6 AT&T MICHIGAN shall offer operator-to-operator BLV/BLVI to PFN on a nondiscriminatory basis.

## 5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by PFN Operators for routing and connecting to the AT&T MICHIGAN Operator assistance switches. These codes are specific to the various AT&T MICHIGAN LATA's where AT&T MICHIGAN Operator assistance switches are located.
- 5.2 AT&T MICHIGAN Operator Services will require a Toll Center Code for the PFN Operator Services assistance switch. This code will be the routing code used for connecting the AT&T MICHIGAN Operator to the PFN Operator on an Inward basis.
- 5.3 If PFN requires establishment of a new Toll Center Code, PFN shall do so by referencing the Local Exchange Routing Guide (LERG).

## 6. PRICING

- 6.1 AT&T MICHIGAN - Pricing for Inward Assistance Operator Services shall be based on the rates specified in Appendix Pricing.

## 7. MONTHLY BILLING

- 7.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions and the Invoicing Appendix of this Agreement.
- 7.2 AT&T MICHIGAN will accumulate and provide PFN such data as necessary for PFN to bill its end user customers.

## 8. LIABILITY

- 8.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix.

## 9. TERM OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months.
- 9.2 If PFN terminates this Appendix prior to the expiration of the term of this Appendix, PFN shall pay AT&T MICHIGAN, within thirty (30) days of the issuance of any bills by AT&T MICHIGAN, all amounts due (subject to Appendix Invoicing) for actual services provided under this Appendix.
- 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:

CLEC SWITCH SERVING LOCATIONS:

CITY	<u>NPA-NXX</u>	LATA

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

# XDSL/LINE SPLITTING

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## XDSL AND LINE SPLITTING APPENDIX

xDSL Loops and xDSL Subloops and Line Splitting: AT&T MICHIGAN will make available Xdsl loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.31 9(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

### 1. GENERAL

1.1 **Deployment of xDSL Technologies:** AT&T MICHIGAN will provide xDSL loops and xDSL subloops for PFN to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.

1.2 AT&T MICHIGAN will not guarantee that an xDSL loop or xDSL subloop ordered by PFN will perform as desired by PFN for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. PFN shall designate on its LSR, at PFN's sole option, what loop conditioning AT&T MICHIGAN is to perform in provisioning the order.

### 2. LOOP MAKEUP INFORMATION AND ORDERING

AT&T MICHIGAN will provide PFN with nondiscriminatory access to its loop makeup information set forth originally in AT&T MICHIGAN's Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in AT&T MICHIGAN's databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 business days or the interval provided to AT&T MICHIGAN's advanced services affiliate). PFN will be given nondiscriminatory access to the same loop makeup information that AT&T MICHIGAN is providing to any other PFN, AT&T MICHIGAN's retail operations and/or its advanced services affiliate. AT&T MICHIGAN's uniform GUI and application to application OSS interfaces allow PFN, AT&T MICHIGAN's retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.

### 3. PROVISIONING INTERVALS

AT&T MICHIGAN's provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to AT&T MICHIGAN's advanced services affiliate, whichever is less.

3.1 Where no conditioning or outside plant rearrangements necessary:

3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): five (5) business days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).

3.1.2 With conditioning or outside plant rearrangements - xDSL Loops: ten (10) business days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

### 4. LOOP CONDITIONING

4.1 AT&T MICHIGAN will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to PFN; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, PFN may request that no conditioning be performed or that AT&T MICHIGAN perform some or all of the available loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing.

4.2 Removal of All or Non-Excessive Bridged Tap ("RABT")

- 4.2.1 PFN may request RABT conditioning via a trouble ticket after its service order for the xDSL Loop or xDSL Subloop has been completed; provided, however, PFN shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to AT&T MICHIGAN interferer information on the loop at the time of opening the trouble ticket. PFN should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by AT&T MICHIGAN that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a 'No Trouble Found' (NTF) and PFN shall pay the Maintenance of Service charges referenced in Section 7.2 below.
- 4.2.2 PFN may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the PFN trouble ticket, the trouble ticket will be returned to PFN for specific information. Upon PFN's request, the LOC will also investigate and address any AT&T MICHIGAN non-conditioning related reasons for any No Sync situation, or ensure PFN's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but AT&T MICHIGAN does not guarantee the synchronization of any loop. AT&T MICHIGAN In either case, when Excessive Bridged Tap is present on the loop, PFN may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T MICHIGAN LOC. AT&T MICHIGAN LOC will notify PFN as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where AT&T MICHIGAN removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from PFN under the provisions set forth herein, PFN shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.
- 4.2.3 A trouble ticket opened by PFN for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals AT&T MICHIGAN provides to its advanced services affiliate. When AT&T MICHIGAN determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of AT&T MICHIGAN, AT&T MICHIGAN has no obligation to perform such conditioning.
- 4.2.4 To the extent that PFN would like the option to request that a loop be conditioned by AT&T MICHIGAN to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the end-user is being provided xDSL based service should require conditioning during non-working hours, the due date may be adjusted consistent with the end-user's release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by AT&T MICHIGAN to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.

#### 4.3 Maintenance, Repair and Testing

AT&T MICHIGAN shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.31 9(a)(1)(iv).

##### 4.3.1 Maintenance Scope

AT&T MICHIGAN's maintenance shall be as follows: (i) for loops 12,000 feet or less: AT&T MICHIGAN maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than

12,000 feet for which PFN elected that AT&T MICHIGAN not perform any conditioning, AT&T MICHIGAN maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which PFN requested that AT&T MICHIGAN perform some or all of the available conditioning, AT&T MICHIGAN will verify continuity, the completion of all requested conditioning and will repair at no charge to PFN any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. AT&T MICHIGAN will resolve PFN- referred trouble tickets in parity with the repair intervals AT&T MICHIGAN provides its advanced services affiliate.

#### 4.3.2 PFN Submitted Trouble Ticket

If PFN submits a trouble ticket to AT&T MICHIGAN and the problem is determined by AT&T MICHIGAN to be in PFN's network, data equipment or splitter, PFN shall pay AT&T MICHIGAN, following AT&T MICHIGAN closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when PFN resolves the trouble condition in its network, data equipment or splitter, PFN will contact AT&T MICHIGAN to advise that the trouble has been resolved.

#### 4.3.3 Line and Station Transfer ("LST")

For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T MICHIGAN to resolve a trouble, AT&T MICHIGAN, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the PFN on a loop currently in service and AT&T MICHIGAN determines that an LST can be performed, the AT&T MICHIGAN LOC will contact PFN to inform it of the decision to perform an LST in lieu of PFN's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T MICHIGAN network related problem, then PFN will not be charged the LST rate or for AT&T MICHIGAN's resolution of the trouble. If, however, the trouble is found not to be an AT&T MICHIGAN network-related problem, then PFN shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.

## 5. SPECTRUM MANAGEMENT

The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231 - 233, as such rules may be modified from time to time. PFN will advise AT&T MICHIGAN on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1 .E1 that reflects the service performance parameters of the technology that PFN intends to provision, and PFN will notify AT&T MICHIGAN if and when a change in PSD mask is made. AT&T MICHIGAN shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. AT&T MICHIGAN shall not deny PFN a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if AT&T MICHIGAN and/or PFN is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.

## 6. SPLITTERS

PFN shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line splitting hereunder and shall collocate such splitters in accordance with the

collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with AT&T MICHIGAN's standard collocation practices and procedures. With respect to any PFN physical collocation arrangement in which a PFN splitter is located, PFN will have test access to the line side of its splitter (assuming PFN has provisioned splitter cards that provide test port capabilities). PFN-owned splitters shall be provisioned using standard AT&T MICHIGAN configuration cabling and wiring in AT&T MICHIGAN locations and shall adhere to established industry and national standards PFN's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with AT&T MICHIGAN's OSS.

## 7. PRICING/RATES

- 7.1 The rates applicable to xDSL Loops and xDSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.
- 7.2 In those instances specified herein, or in the event that AT&T MICHIGAN agrees to perform any additional work on PFN's behalf that is not explicitly addressed in this Appendix, PFN shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the AT&T MICHIGAN technician time involved in performing such work, pursuant to Section 13.4.4 of the FCC No. 73 tariffs, as such tariffs may be modified from time to time. If requested by the PFN, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by PFN and performed by AT&T MICHIGAN are performed outside of standard business hours.

## 8. DEFINITIONS APPLICABLE TO THIS APPENDIX

- 8.1 "**All Bridged Tap**" means both "Excessive" and "Non-excessive" Bridged Tap.
- 8.2 "**Commission**" means the applicable state agency(ies) with regulatory authority over telecommunications in each AT&T MICHIGAN state.
- 8.3 "**Excessive Bridged Tap**" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 8.4 "**Non-excessive Bridged Tap**" as used herein shall refer to bridged tap less than 2,500 feet in total length.
- 8.5 "**AT&T MICHIGAN**" as used herein means the applicable AT&T owned ILEC doing business in California, Nevada, Arkansas, Missouri, Oklahoma, Texas, Kansas, Michigan, Wisconsin, Ohio, Illinois and Indiana.
- 8.6 "**Splitter**" as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in PFN's collocation arrangement.

# NETWORK INTERCONNECTION METHODS/INTERCONNECTION TRUNKING



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## NETWORK INTERCONNECTION METHODS/INTERCONNECTION TRUNKING

This Appendix Network Interconnection Method/Interconnection Trunking sets forth the terms and conditions for (1) Network Interconnection Methods (as set forth in sections 1 – 6) and (2) Interconnection Trunking Requirements (as set forth in sections 7 – 21) between the Parties' networks. For the purposes of this Appendix, "facilities" are the physical paths by which traffic is carried between the Parties' networks. "Trunking" requirements are the capacity needs related to the number of ports in a switch to support the amount of traffic being handed off between the networks.

### 0 DEFINITIONS

- 0.1 "ISP-Bound Traffic" is as defined in Appendix: Reciprocal Compensation.
- 0.2 "Local Interconnection Trunk Groups" are one way or two-way trunk groups used to carry Section 251 (b)(5)/IntraLATA Traffic between PFN end users and AT&T MICHIGAN end users and also Transit Traffic as defined in Appendix Transit.
- 0.3 "Section 251 (b)(5) Traffic" is as defined in Appendix: Reciprocal Compensation.
- 0.4 "Section 251 (b)(5)/IntraLATA 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 PFN where PFN 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 MICHIGAN where AT&T MICHIGAN is both the Section 251(b)(5) Traffic and intraLATA toll provider.
- 0.5 A "Tandem Serving Area" or "TSA" is an AT&T MICHIGAN area defined by the sum of all local calling areas served by AT&T MICHIGAN End Offices that subtend an AT&T MICHIGAN tandem for Section 251 (b)(5)/IntraLATA Traffic as defined in the LERG.

### 1. NETWORK INTERCONNECTION METHODS

- 1.1 Upon request by PFN, AT&T MICHIGAN shall provide interconnection for the facilities and equipment of PFN with AT&T MICHIGAN's network for the transmission and routing of Telephone Exchange Service and Exchange Access at any Technically Feasible point within AT&T MICHIGAN's network. The interconnection must be at least equal in quality to that provided by AT&T MICHIGAN to itself or to any subsidiary, Affiliate, or any Third Party to which AT&T MICHIGAN provides Interconnection. AT&T MICHIGAN shall provide Interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act.
- 1.2 In accordance with the requirements of this Agreement, the Parties shall provide Interconnection at any Technically Feasible point on AT&T MICHIGAN's network, by any Technically Feasible means, including, but not limited to, a Fiber Meet as set forth in Section 4.4.
- 1.3 If PFN determines to establish new or change existing Interconnection arrangements with AT&T MICHIGAN, it will provide written notice of the need to establish or change such Interconnection to AT&T MICHIGAN. Upon receipt of PFN's notice to interconnect, the Parties shall within thirty (30) days or other mutually agreed to timeframe schedule a meeting to negotiate and mutually agree on the network architecture (including trunking). The Interconnection Activation date will be mutually agreed upon and will begin based on a reasonable schedule established at these meetings.
- 1.4 If either Party deploys additional Tandems and/or End Office switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional switches in such LATA, the Parties will work cooperatively to establish such Interconnection.
- 1.5 AT&T MICHIGAN's network is partly comprised of End Office switches, Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. AT&T MICHIGAN's network architecture in any given LATA can vary markedly from

another LATA. PFN and AT&T MICHIGAN agree to trunk their networks through existing and/or new Interconnection facilities between PFN switch(es) and AT&T MICHIGAN End Office(s) and/or Tandem switch(es).

- 1.6 The physical architecture plan will, at a minimum, include the location of PFN's switch(es) and AT&TMICHIGAN'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.
- 1.7 The Parties will designate Points of Interconnection for demarcation of the Parties' networks for purposes of maintenance and provisioning on AT&T MICHIGAN's network. AT&T MICHIGAN will be responsible for engineering and maintaining its network on its side of the Points of Interconnection. PFN will be responsible for engineering and maintaining its network on its side of the Points of Interconnection.

## 2. PHYSICAL ARCHITECTURE

- 2.1 The Parties may utilize any method of Interconnection described in this Appendix. Unless otherwise specified in this Appendix, each Party is financially responsible for the provisioning of facilities on its side of the negotiated POI(s). Each Party is responsible for the appropriate sizing, operation and maintenance of the transport facility to its side of the POI(s). The Parties agree to provide sufficient facilities for the trunk groups as required in this Appendix for the exchange of traffic between CLEC and AT&T MICHIGAN.
- 2.2 INTENTIONALLY OMITTED.
- 2.3 "Points of Interconnection" or "POI" means a physical location on the AT&T MICHIGAN network at which the Parties' networks meet for the purpose of establishing interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.
- 2.4 The Parties agree to meet as often as necessary to negotiate the implementation of the new or changed POIs. Criteria to be considered in determining POIs for each LATA, include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. The POIs will be documented and distributed to both Parties.
- 2.5 Each Party is financially responsible for providing all of the facilities and engineering on its respective side of the POI and may utilize any method of Interconnection described in this Appendix, except as set forth below. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI. At least one POI must be established on AT&T MICHIGAN's network in the operating territory within the LATA where AT&T MICHIGAN operates as an incumbent LEC, and PFN has a local switch and end user customers in that AT&T MICHIGAN operating territory.
- 2.6 Should PFN wish to interconnect a switch or switches that are physically located outside of the AT&T MICHIGAN operating territory and not serving AT&T MICHIGAN rate centers, then the terms and conditions of that Interconnection shall be established separately from this Interconnection Agreement, either by a LEC to LEC Traffic Termination Agreement, or by purchasing facilities from the applicable AT&T MICHIGAN's Access Tariff, or as otherwise mutually agreed.
- 2.7 PFN will designate the POI or POIs and determine the method or methods by which the Parties interconnect pursuant to this Appendix. PFN may, at its discretion, establish a single POI in each LATA in which it originates Section 251 (b)(5)/Intralata Traffic or meet point switched access traffic.
  - 2.7.1 Local Only and/or Local Interconnection Trunk Group(s) in each LATA: AT&T MICHIGAN:
    - 2.7.1.1 Tandem Trunking - AT&T MICHIGAN:
      - 2.7.1.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all AT&T MICHIGAN Local Only Tandems in the LATA for calls destined to or from all AT&T MICHIGAN End Offices that subtend

the designated Tandem. These trunk groups shall be two-way and will utilize SS7 signaling.

2.7.1.1.2 In AT&T MICHIGAN all Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on two-way Local Interconnection Trunk Groups using SS7 signaling. These trunk groups shall be established at all Local/IntraLATA and Local/Access Tandem switches in AT&T MICHIGAN in the LATA, for calls destined to or from End Offices that subtend each Tandem.

2.7.1.1.3 A Local Interconnection Trunk Group shall be established from CLEC's switch to each AT&T MICHIGAN End Office in any LATA where the AT&T MICHIGAN End Office does not subtend an AT&T MICHIGAN Local Tandem. This trunk group shall be established as a direct final.

2.7.2 Tandem Level Terminating Interconnection. PFN may elect Tandem Level Terminating Interconnection with AT&T MICHIGAN. Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to each AT&T MICHIGAN Access Tandem in a LATA in which PFN originates Section 251 (b)(5)/Intralata Traffic and interconnects with AT&T MICHIGAN.

2.8 PFN is solely responsible for the facilities that carry OS/DA, E911, mass calling and Meet Point Trunk Groups.

2.9 When PFN has established a Single POI (or multiple POIs) in a LATA, PFN agrees to establish an additional POI:

- (i) at an AT&T MICHIGAN Tandem Serving Area separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T MICHIGAN Tandem Serving Area exceeds twenty-four (24) DS1 s at peak over three (3) consecutive months, or
- (ii) at an AT&T MICHIGAN End Office in a local calling area not served by an AT&T MICHIGAN tandem for Section 251 (b)(5)/IntraLATA 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.

2.10 The additional POI(s) will be established within 90 days of notification that the threshold has been met.

### 3. METHODS OF INTERCONNECTION

#### 3.1 Physical Collocation

3.1.1 When PFN provides its own facilities or uses the facilities of a 3<sup>rd</sup> Party to an AT&T MICHIGAN Tandem or End Office and wishes to place its own transport terminating equipment at that location, PFN shall interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

#### 3.2 Virtual Collocation

3.2.1 When PFN provides its own facilities or uses the facilities of a 3<sup>rd</sup> Party to an AT&T MICHIGAN Tandem or End Office and wishes for AT&T MICHIGAN to place transport terminating equipment at that location on PFN's behalf, they shall interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows PFN to choose the equipment vendor and does not require that PFN be Physically Collocated.

#### 3.3 Central Office Interconnection Without Collocation

3.3.1 When PFN does not wish to collocate transport terminating equipment at an AT&T MICHIGAN Tandem or End Office, PFN may self provision or deploy third party interconnection facilities, or as otherwise provided in this agreement or any amendment.

#### 3.4 Fiber Meet Interconnection

- 3.4.1 Fiber Meet Point between AT&T MICHIGAN and CLEC will be on a point-to-point linear chain or on a mutually acceptable ring utilizing SONET or another mutually acceptable transport technology.
- 3.4.2 If the Parties desire to establish new or change existing POIs, the Parties agree to meet as often as necessary to negotiate the implementation of the new or changed POIs. Fiber Meet Point between AT&T MICHIGAN and CLEC can occur at any mutually agreeable and technically feasible point at an AT&T-22STATE Tandem or End Office building within each LATA, or on an existing AT&T fiber route (pending capacity availability). No construction work will be required of AT&T MICHIGAN to reach a Fiber Meet Point. Fiber Meet Point can be inside a AT&T MICHIGAN manhole or in any other mutually acceptable point within AT&T MICHIGAN's territory. Fiber Meet is to be glass to glass. Both parties must agree to use the same type of transmission system.
- 3.4.3 If the Parties are able to reach a negotiated agreement regarding the establishment of new POIs or a change in existing POIs, that agreement shall be filed with the MPSC for approval as an amendment to this interconnection agreement. If after following the Dispute Resolution of this Agreement, the Parties are unable to reach a negotiated agreement regarding the establishment of new POIs or the parameters for changing existing POIs., the Parties may file a petition with the MPSC to arbitrate the issue and include the MPSC's determinations as an amendment to this Interconnection Agreement.
- 3.4.4 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designated 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. Requirements for such interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.
  - 3.4.4.1 Intentionally Omitted
  - 3.4.4.2 Intentionally Omitted
  - 3.4.4.3 Intentionally Omitted
- 3.4.5 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Both Parties agree to establish separate and distinct timing sources, which are not derived from the other, and meet the criteria identified above.
- 3.4.6 Intentionally Omitted
- 3.5 Other Interconnection Methods
  - 3.5.1 Any other technically feasible Method of Interconnection as mutually agreed to by the Parties.

#### **4. INTENTIONALLY OMITTED**

- 4.1 Intentionally Omitted
- 4.2 Intentionally Omitted
- 4.3 Intentionally Omitted

#### **5. INTENTIONALLY OMITTED**

#### **6. SIZING AND STRUCTURE OF INTERCONNECTION FACILITIES**

- 6.1 The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements.
- 6.2 The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will mutually agree to determine the appropriate sizing for facilities based on these standards.
- 6.3 The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall begin discussion to plan facility relief when the overall system facility is at fifty percent (50%) of capacity, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

## 7. INTERCONNECTION TRUNKING ARRANGEMENTS

### 7.1 General

- 7.1.1 The Parties will establish Local Interconnection Trunk Groups to exchange Section 251 (b)(5)/IntraLATA and Transiting Traffic, and will establish Meet Point Trunk Groups to exchange intraLATA and interLATA traffic carried by an IXC (see Section 9 of this Appendix)
- 7.1.2 PFN will issue all ASRs to establish and augment one-way and two-way Local Interconnection Trunk Groups and any additional Interconnection trunk groups as may be required for the exchange of other traffic, including but not limited to meet point, Mass Calling, 911, and Operator Services and Directory Assistance. There shall be no monthly recurring or non recurring charges associated with trunks established to carry Section 251 (b)(5)/IntraLATA Traffic between PFN end users and AT&T MICHIGAN end users.
- 7.1.3 Either party may order and establish interconnection trunk groups.
- 7.1.4 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either party's Switch in accordance with the serving arrangements defined in this Agreement and the LERG.
- 7.1.5 Where the Parties deliver miscellaneous calls (i.e., time, weather, etc.) destined for each other over the Local Interconnection Trunk Groups, the Parties shall deliver the traffic in accordance with the serving arrangements defined in the LERG.

### 7.2 Technical Interfaces

- 7.2.1 When interconnecting at AT&T MICHIGAN's switches, the Parties shall use B8ZS ESF one-way or two-way trunks for all traffic between their networks where available. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
- 7.2.2 The Parties agree to provide trunking electrical handoffs of DS1 or DS3 and at optical handoffs of OCn levels where available and mutually agreed between the Parties. When a DS3 handoff is agreed to by the Parties, AT&T MICHIGAN will provide any multiplexing required for DS1 facilities or trunking at their end and PFN will provide any DS1 multiplexing required for facilities or trunking at their end.

## 8. TRUNKING

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

8.2 All Local Interconnection Trunk Groups shall be established as two-way when possible and appropriate for a given trunk group. All ancillary trunk groups shall be established as one-way the Parties agree to exchange traffic data on two-way trunks 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 as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data as described in the Trunk Data Exchange section below.

8.2.1 Intentionally Omitted

8.2.2 Intentionally Omitted

8.3 Intentionally Omitted.

8.3.1 End Office Trunk Groups

8.3.1.1 Direct End Office trunks terminate Section 251 (b)(5)/IntraLATA traffic from a PFN switch to an AT&T MICHIGAN End Office and are not switched at a Tandem location. The Parties shall establish a one way or two-way direct End Office trunk group when actual End Office traffic requires twenty-four (24) or more trunks. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Tandem unless the End Office doesn't subtend any Local tandem. All Section 251(b)(5)/IntraLATA traffic received by AT&T MICHIGAN on the Direct End Office trunk group from PFN must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office.

8.4 In the case of host-remote End Offices, trunking arrangements may be established at the location of the host end office or the remote, if technically feasible and mutually agreeable.

8.5 Intentionally left blank.

8.6 Intentionally left blank.

8.7 In addition, if PFN expands its operations to other exchanges beside its current exchanges in which PFN provides service in the Upper Peninsula LATA (or expands the geographic area of its existing exchanges) and if its expanded operations are in the same tandem serving areas and the same LATA as the exchanges in which it currently provides service in the Upper Peninsula LATA, Local Traffic, IntraLATA traffic and Exchange Access traffic from such other exchanges (or expanded current exchanges) may be combined on the same trunks with the Local traffic, IntraLATA and Exchange Access traffic of the PFN Exchange and the exchanges in which PFN provides service in the Upper Peninsula LATA.

## 9. MEET POINT TRUNKING ARRANGEMENTS

9.1 IXC-carried intraLATA and interLATA toll traffic shall be transported between PFN's Central Office and AT&T MICHIGAN's Access Tandem over a Meet Point Trunk Group separate from Local Interconnection Trunk Groups that carry Section 251(b)(5)/IntraLATA Traffic. Meet Point trunk groups will utilize SS7 signaling, except Multi-Frequency ("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.

9.2 Meet Point Trunk Groups will be established between PFN's Switch and AT&T MICHIGAN Access or combined Local Access Tandem to transport InterLATA traffic separate from Section 251 (b)(5)/IntraLATA Traffic. The Parties will establish separate trunk groups to each AT&T MICHIGAN Access Tandem under which PFN's NXXs home using DS-1 or DS-3 facilities separate from those used for Local Interconnection Trunk Groups.

9.3 Intentionally Omitted.

9.4 AT&T MICHIGAN will not block switched access customer traffic delivered to the AT&T MICHIGAN Tandem for completion on PFN's network. In no event will AT&T MICHIGAN be required to route such traffic through more than one Tandem for connection to/from switched access customers. AT&T MICHIGAN shall have no responsibility to ensure that any switched access customer will accept traffic that PFN directs to the switched access customer. AT&T MICHIGAN also agrees to furnish PFN, upon request, a list of those IXCs which also interconnect with AT&T MICHIGAN's Access Tandem(s).

#### 9.5 Toll Free Trunking Arrangements

9.5.1 If PFN chooses AT&T MICHIGAN to handle 800/(8YY) database queries from its switches, all PFN originating 800/(8YY) traffic will be routed over the InterLATA Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and PFN 800/(8YY) service that will be identified and segregated by carrier through the database query handled through AT&T MICHIGAN Tandem switch.

9.5.2 PFN may handle its own 800/8YY database queries from its switch. If so, PFN 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, PFN will route the post-query local or IntraLATA converted ten-digit local number to AT&T MICHIGAN over the Local Interconnection Trunk Group. In such case, PFN is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, PFN will route the post-query InterLATA call (800/8YY number) directly from its switch for carriers interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to AT&T MICHIGAN's Access Tandem. Calls will be routed to AT&T MICHIGAN over the Local Interconnection and Meet Point Trunk Groups within the LATA in which the calls originate.

9.5.3 All post queried AT&T MICHIGAN carried IntraLATA Toll Free Service calls must be delivered over a Local Interconnection Trunk Group. Current technology dictates that post queried AT&T MICHIGAN carried IntraLATA Toll Free Service calls will be identified with the appropriate Carrier Code and the local POTS number. In such case, PFN is to provide a Toll Free billing record when appropriate.

9.5.4 In the alternative, all originating Toll Free Service calls for which PFN requests that AT&T MICHIGAN perform the "SSP" function, with the exception of AT&T MICHIGAN carried IntraLATA Toll Free Service calls, must be delivered over a Meet Point Trunk Group. PFN will send the unqueried call over the Meet Point Trunk Group with the "CIC" for AT&T MICHIGAN to perform query and hand off to appropriate 800 service provider.

9.5.5 All post queried AT&T MICHIGAN carried IntraLATA Toll Free Service calls for which PFN requests that AT&T MICHIGAN perform the "SSP" function must be delivered over a Local Interconnection Trunk Group. All post-query Toll Free Service (800/8YY) calls for which PFN performs the SSP function, if delivered to AT&T MICHIGAN, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by PFN using GR-317 format over the Local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

### 10. 911 TRUNKING ARRANGEMENTS

10.1 Upon request, AT&T MICHIGAN will provide nondiscriminatory access to its 911/E911 Selective Routers (SR) and Database Management System (DBMS), equal in quality to that provided to itself, in facilitating the provisioning of service to PFN. AT&T MICHIGAN will coordinate with PFN, provision of transport capacity sufficient to route originating 911 calls from PFN's POI to the designated selective router. The Parties agree to provide access to 911/E911 in a manner that is transparent to the Customer. The Parties will work together to facilitate the prompt, reliable, and efficient Interconnection of PFN's systems to AT&T MICHIGAN's 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which AT&T MICHIGAN provides to itself, its Customers, subsidiaries, Affiliates or any third-party.



- 10.2 PFN, shall establish dedicated one-way outgoing trunk groups, each with a minimum of two trunks and having sufficient capacity to meet a minimum P.01 grade of service at all times. AT&T MICHIGAN will cooperate in good faith in the establishment of the trunk groups. PFN will route originating 911 calls from PFN's Central Office to each AT&T MICHIGAN 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which PFN provides Exchange Service, to gain access to all subtending PSAPs to that particular selective router. If and to the extent MF signaling is used to support 911 service, a separate trunk group must be established for each NPA of the Exchange area based on the default PSAP or ESN. PFN may establish such Interconnection by providing its own facilities/trunks, or by leasing such facilities/trunks from a third party. 911/E911 trunking shall be provided at the rates provided are found in the Pricing Appendix.
- 10.2.1 TRUNKING EXCEPTION - Anything to the contrary in section 10.2, the Parties agree that PFN shall not be required to establish 911 trunking or interconnection to AT&T MICHIGAN's 911 Selective Routers in rate centers where PFN does not originate local (dial tone) traffic for its end user customers ("Non-Dial Tone Rate Centers"). PFN shall identify such Non-Dial Tone Rate Centers when completing the "CLEC to AT&T Network Information Sheet" ("NIS") and AT&T MICHIGAN specifically agrees that no other notification shall be required of PFN. PFN shall not be required to provide 911 services for those Non-Dial Tone Rate Centers designated by PFN on a NIS. PFN agrees that it will not originate dial tone service for its customers in such Non-Dial Tone Rate Centers until 911 connectivity has been established pursuant to the requirements of this Agreement and Applicable Law. PFN acknowledges that, if PFN wishes to begin offering originating dial tone service in a Non-Dial Tone Rate Center, the establishment of 911 connectivity for these existing rate centers shall be subject to the same intervals for establishing 911 connectivity that are applicable to new rate centers. When PFN designates a rate center as a Non-Dial Tone Rate Center, PFN agrees to indemnify AT&T MICHIGAN's, in accordance with the requirements of the General Terms, for any 911 claims made by PFN's customers in that Non-Dial Tone Rate Center arising from PFN's decision not to interconnect with AT&T MICHIGAN's 911 Selective Routers in that Non-Dial Tone Rate Center.
- 10.3 AT&T MICHIGAN shall assure sufficient capacity at the 911 selective router to meet PFN's order for 911 trunking in a minimum of twenty (20) business days after receipt of an error free request. When AT&T MICHIGAN requires a longer implementation timeframe, AT&T MICHIGAN will notify PFN within five (5) business days after receipt of the request of the available timeframe for completion of the 911 trunk request. PFN may purchase diverse paths out of the applicable State Access Tariff, but AT&T MICHIGAN is not responsible to provide diversity for PFN to the 911 selective router. Following completion, PFN and AT&T MICHIGAN will cooperate to promptly test all transport facilities and trunking between PFN's network and the AT&T MICHIGAN Selective Router to assure proper functioning of the 911 service. PFN will not turn-up line 911 traffic until successful call through testing is completed by both parties.
- 10.4 AT&T MICHIGAN shall provide access to the following information for PFN, and shall promptly notify PFN via current company notification methods of any changes:
- 10.4.1 AT&T MICHIGAN processes and requirements for ordering trunks for 911 service and Interconnection to the 911 selective router.
- 10.4.2 Trunk group specifications.
- 10.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.
- 10.4.4 Description of AT&T MICHIGAN's diversity for facility routing, where technically feasible.
- 10.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.

- 10.4.6 For AT&T MICHIGAN only, the AT&T MICHIGAN Trunk Group Design Guide (“TGDG”) will be provided to PFN via the AT&T CLEC On-Line system. The TGDG will provide specific information on AT&T MICHIGAN selective routers for each rate center served by an AT&T 911 Selective Router to assist PFN in designing its 911 trunk groups.
- 10.4.7 Lists of rate centers in which DBMS and/or selective routing for E911 calls is provided by different entities for different portions of the same rate center. This information may be incorporated into the AT&T MICHIGAN TGDG.
- 10.5 PFN will monitor the 911 trunks for the purpose of determining originating network traffic volumes. PFN will order additional 911 trunks from AT&T MICHIGAN if the traffic monitoring performed by PFN indicates that additional trunks are required to meet the current level of 911 call volumes while maintaining a P.01 grade of service.
- 10.6 Incoming trunks for 911 shall be engineered to assure a minimum P.01 grade of service as measured using the “busy day/busy hour” criteria.
- 10.7 Intentionally Omitted
- 10.8 Intentionally Omitted
- 10.9 PFN will be responsible for determining the proper quantity of trunks following the process stated in Section 10.2 and facilities from its switch(es) to the AT&T MICHIGAN 911 selective router Office(s).
- 10.10 Intentionally Omitted
- 10.11 Intentionally Omitted
- 10.12 PFN acknowledges that its End Users in a single local calling scope may be served by different selective routers and PFN shall be responsible for providing facilities to route calls from its End Users to the proper 911 selective router.

**11. HIGH VOLUME CALLING TRUNK GROUPS**

- 11.1 The Parties will cooperate to establish separate trunk groups for the completion of calls to high volume customers, such as radio contest lines.
- 11.2 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. PFN will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 11.3 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

- 11.4 If PFN should acquire a HVCI/Mass Calling customer, i.e. a radio station, PFN shall notify AT&T MICHIGAN of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T MICHIGAN HVCI/Mass Calling Serving Office to the CLEC customer's serving office and AT&T MICHIGAN shall establish this trunk group.
- 11.5 If PFN finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, PFN may request a meeting to coordinate with AT&T MICHIGAN the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that PFN establishes a new choke NXX, PFN must notify AT&T MICHIGAN a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T MICHIGAN will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the AT&T MICHIGAN Public Response HVCI/Mass Calling Network Access Tandem to PFN's choke serving office.
- 11.6 Where AT&T MICHIGAN and PFN both provide HVCI/Mass Calling trunking, both Parties' trunks may ride the same DS-1. MF or SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

## 12. OPERATOR SERVICES TRUNKING ARRANGEMENTS

- 12.1 If AT&T MICHIGAN agrees through a separate appendix or contract to provide Operator Services for PFN the following trunk groups are required:
  - 12.1.1 Where PFN purchases Operator Services from AT&T MICHIGAN, the Parties will establish separate trunk groups from PFN's Switch to AT&T MICHIGAN operator switch ("Operator Services Trunk Groups").
  - 12.1.2 When AT&T MICHIGAN's operator is under contract to provide Busy Line Verification/Emergency Interrupt service to PFN's end user customer, AT&T MICHIGAN will utilize a separate one-way trunk group using MF signaling, from AT&T MICHIGAN's Operator Services Tandem to PFN's Switch.
- 12.2 PFN will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the AT&T MICHIGAN Operator assistance switch utilizing MF signaling. Likewise, AT&T MICHIGAN will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to PFN's designated Operator assistance switch.
  - 12.2.1 PFN will furnish request for service in writing to AT&T MICHIGAN 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 MICHIGAN. PFN or its designated operator services providers shall submit Access Service Requests (ASRs) to AT&T MICHIGAN to establish any new interconnection trunking arrangements.

## 13. DIRECTORY ASSISTANCE TRUNKING ARRANGEMENTS

- 13.1 PFN may contract for DA services only. A segregated trunk group for these services will be required to the appropriate AT&T MICHIGAN Operator Services Tandem in the LATA for the NPA PFN wishes to serve. This trunk group is setup as one way outgoing only and utilizes Modified Operator's Services Signaling (2 Digit Automatic Number Identification (ANI)).

## 14. SIGNALING

- 14.1 Unless otherwise indicated in this Agreement or, agreed upon by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the Interconnection of their networks. Either Party may establish CCS Interconnections either directly or through a Third Party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers these features

and functions to its own end user customers. All CCS signaling parameters will be provided, including, but not limited to, Automatic Number Identification (AN I), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. All privacy indicators will be honored.

- 14.2 Where available, the Parties will provide network signaling information such as Transit Network Selection ("TNS") parameter, Carrier Identification Codes ("CIC"), (CCS Platform) and CIC/OZZ information (non-CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to TNS and CIC/OZZ codes.
- 14.3 Transit Signaling. Any signaling information which is received by AT&T MICHIGAN from transiting traffic shall be forwarded to PFN. AT&T MICHIGAN will not be liable for any CPN, JIP, LRN, or CPI that is not passed from another carrier.

## 15. REPORTING

- 15.1 AT&T MICHIGAN shall provide facility and trunking utilization reports specific to PFN/AT&T MICHIGAN's interconnection trunk groups of the same kind and type that AT&T MICHIGAN provides to itself or other CLECs.
- 15.2 AT&T MICHIGAN shall provide any reports required in Appendix Performance Measurements, as required by that Appendix.
- 15.3 AT&T MICHIGAN shall report any other information, which might adversely impact its Interconnection with PFN as soon as it becomes aware of this information.

## 16. FORECASTING

- 16.1 PFN agrees to provide an initial non-binding trunk forecast for establishing the initial Interconnection trunks. AT&T MICHIGAN shall review this forecast and if it has any additional information that will change the forecast shall provide this information to PFN. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semiannual publication of the AT&T MICHIGAN General Trunk Forecast. These forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three (3) years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG).
- 16.2 AT&T MICHIGAN shall accommodate all orders for trunks within forecast. Orders for trunks that exceed forecasted quantities for forecasted locations by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group will be accommodated as facilities or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 16.3 If forecast quantities are in dispute by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 48 DS-0 trunks.
- 16.4 The semi-annual forecasts shall include:
- 16.4.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and
- 16.4.2 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) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 16.5 Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.

16.6 PFN and AT&T MICHIGAN will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.

## 17. TRUNK DESIGN BLOCKING CRITERIA

17.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1.

**TABLE 1**

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

## 18. TRUNK SERVICING

18.1 Trunk sizing responsibilities for Operator Services trunks used for stand-alone Operator Service are the sole responsibility of PFN.

18.2 Utilization shall be defined as Trunks required as a percentage of Trunks In Service. Trunks required shall be determined using methods described in this Appendix using Design Blocking Objectives stated above.

18.3 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds.

18.4 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). PFN will have administrative control for the purpose of issuing ASR's on one-way or two-way Interconnection trunk groups. In AT&T MICHIGAN where one-way trunks are used, AT&T MICHIGAN will issue ASRs for trunk groups for traffic that originates in AT&T MICHIGAN and terminates to PFN. The Parties agree that neither party shall alter trunk sizing without first conferring with the other Party.

18.5 AT&T MICHIGAN may send a Trunk Group Service Request (TGSR) to PFN to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface. Upon receipt of a TGSR, PFN will issue an ASR to AT&T MICHIGAN within ten (10) business days. The intervals used for the provisioning process will be the same as those used for AT&T MICHIGAN Switched Access service.

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<sup>1</sup> During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

18.6 In A Blocking Situation:

18.6.1 In a blocking final situation, AT&T MICHIGAN will issue a TGSR when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. PFN upon receipt of a TGSR in a blocking situation, will issue an ASR to AT&T MICHIGAN within three (3) business days after receipt of the TGSR or sooner as agreed to by the Parties, and upon review and in response to the TGSR received. PFN will note "Service Affecting" on the ASR.

18.7 In An Underutilization Situation:

18.7.1 Those situations where more capacity exists than actual usage requires will be handled in the following manner:

18.7.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, AT&T MICHIGAN shall issue a TGSR to resize the trunk group, which must be left with not less than twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

18.7.1.2 Upon review of the TGSR, if PFN does not agree with the resizing, the Parties will schedule a joint planning discussion within the ten (10) business days. The Parties will meet to resolve and mutually agree to the handling of the TGSR.

18.7.1.3 If AT&T MICHIGAN does not receive an ASR, or if PFN does not respond to the TGSR by scheduling a joint discussion within the ten (10) business day period, AT&T MICHIGAN will attempt to contact PFN to schedule a joint planning discussion. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party, but that failure to agree on trunk sizing in no way limits either Party's rights to invoke Dispute Escalation and Resolution Procedures set forth in this Agreement.

## 19. PROVISIONING

19.1 AT&T MICHIGAN shall provide a Firm Order Confirmation (FOC) within five business days for trunk augments, and within seven business days for new trunk groups, after receipt of the order upon review of and in response to the order received.

19.1.1 When AT&T MICHIGAN confirms an PFN order via FOC with the due date, this signifies that AT&T MICHIGAN has determined facilities are available to process PFN's order. If subsequently, facilities are found not to be available, PFN shall utilize AT&T MICHIGAN's escalation process. For facility/switching equipment shortages, AT&T MICHIGAN shall include relief date status and explanation for the shortage under the "REMARKS" field. If no relief date is available, "further status due date" shall be provided. On the date that status is due, AT&T MICHIGAN shall re-FOC with updated status by close of business.

19.2 Orders that comprise a major project must be submitted at the same time, and their implementation will be jointly planned and coordinated. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders, greater than 4 DS1s or related activities between and among AT&T MICHIGAN and PFN work groups, including, but not limited to, the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

19.3 The Parties shall cooperate with each other to test all trunks prior to turn up.

19.4 Due dates and intervals used for the provisioning process will be the same as those used for AT&T MICHIGAN's Switched Access service, but in any event no later than thirty (30) days. The Parties shall notify each other if there is any change affecting the service requested, including, but not limited to, the due date. If either Party is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Trunk Groups by the due date, the other Party will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due

date. If PFN requests a service due date change which exceeds the allowable service due date change period, PFN must cancel the ASR. Should PFN fail to cancel such ASR, AT&T MICHIGAN shall treat that ASR as though it had been canceled.

- 19.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.
- 19.6 PFN is responsible for all Control Office functions for all other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.
- 19.7 PFN and AT&T MICHIGAN shall:
  - 19.7.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
  - 19.7.2 Notify each other when there is any change affecting the service requested, including the due date.

## 20. TRUNK DATA EXCHANGE

- 20.1 AT&T MICHIGAN shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in PFN's network.
- 20.2 The Parties agree to exchange traffic data on trunks and to implement such an exchange within three (3) months of the date that trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via network data mover (NDM)/FTP computer to computer File Transfer Process (FTP).
- 20.3 DIXC traffic data will include, but not be limited to, the following:
  - 20.3.1 Usage (total usage measured in centum call seconds)
  - 20.3.2 Peg Count (Peg count of originating call attempts including overflow)
  - 20.3.3 Overflow (Peg count of originating call attempts failing to find an idle trunk)
  - 20.3.4 Maintenance Usage (total maintenance usage measured in centum call seconds)
  - 20.3.5 Maintenance Busy Counts (total count of trunks made maintenance busy)
- 20.4 DIXC traffic data shall be collected as follows:
  - 20.4.1 Hourly on the clock hour
  - 20.4.2 Twenty-four (24) hours per day (0000-2400)
  - 20.4.3 Seven (7) days per week (including holidays)
  - 20.4.4 Fifty-two (52) weeks per year

## 21. MAINTENANCE TESTING AND REPAIR

- 21.1 PFN and AT&T MICHIGAN shall work cooperatively to install and maintain a reliable network. PFN and AT&T MICHIGAN shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability. In addition, the Parties agree to:

- 21.1.1 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet industry standard acceptance test requirements, and are placed in service by the due date. PFN will be initiator of the joint activities.
- 21.1.2 Perform trouble sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.
- 21.1.3 Advise each other's Control Office if there is an equipment failure that will affect the Interconnection trunks.
- 21.1.4 Provide each other with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day / seven (7) days a week.
- 21.1.5 Provide to each other test line numbers and access to test lines, including a test line number that returns answer supervision in each NPA-NXX opened by a Party.

## 22. INTENTIONALLY OMITTED

## 23. NETWORK MANAGEMENT

- 23.1 Protective Controls. Either Party may use protective network traffic management controls such as 3, 7, and 10 digit code gaps 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. PFN and AT&T MICHIGAN shall immediately notify each other of any protective control action planned or executed.
- 23.2 Expansive Controls. Where the capability exists, originating or terminating traffic re-routes 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.
- 23.3 Mass Calling. PFN and AT&T MICHIGAN 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.



# NUMBER PORTABILITY

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## NUMBER PORTABILITY

### 1. GENERAL

- 1.1 Permanent Number Portability (PNP) is only available to Certified Local Exchange Carriers (PFN).
- 1.2 PNP is an arrangement whereby an end user customer that switches local exchange service subscription from one LEC to another LEC is permitted to retain the existing LEC telephone number assigned to the end user for its use. For the porting of a number, the end user customer's location must remain within the rate center associated with the NPA-NXX of the end user customer's telephone number.
- 1.3 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which Permanent Number Portability (PNP, also referred to as Long-Term Number Portability, or LNP) will be provided in response to applicable FCC Orders. As such, the parties agree to provide PNP via LRN to each other as required by such applicable FCC Orders or applicable national standards such as ATIS (Alliance for Telecommunications Industry Solutions) and NENA (National Emergency Number Association).

### 2. LOCAL NUMBER PORTABILITY DESCRIPTION

- 2.1 The switch's LRN software determines if the called Party is in a portable NXX. If the called Party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 2.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry interoffice signaling standards, the LRN appears in the CPN (Calling Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field. In addition, the Jurisdictional Identification Parameter (JIP) field will be populated with the first six digits (NPA-NXX format) of the appropriate LRN of the originating switch.
- 2.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 2.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 2.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the end user customer) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 2.6 If PFN chooses not to fulfill their N-1 carrier responsibility, AT&T MICHIGAN will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.
- 2.7 PFN shall be responsible for payment of charges to AT&T MICHIGAN for any queries made on the N-1 carrier's behalf. The price of PNP Queries shall be in Appendix Pricing.

### 3. REGULATIONS

- 3.1 Each Party shall become responsible for end user customers telecommunication related items, e.g., E911, Directory Listings, Operator Services, Line Information Data Base (LIDB), when they port the end user customers telephone number to their switch. Each Party agrees to follow the industry standards for National Emergency (NENA) and industry agreements for migration of E911 record data.
  - 3.1.1 The Parties do not offer PNP in conjunction with service codes (e.g., 411) or Service Access codes (e.g., 500, 700, 800, 900), or codes assigned to each Party for their own use, e.g. an NXX assigned for the Party's official service.

- 3.1.2 The Porting Party is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that they import and the associated data as identified in industry forums as being required for PNP.
- 3.1.3 When either Party makes a switch LNP capable, all applicable NXXs in that switch will be shown as portable in the LERG.
- 3.1.4 Both Parties will work cooperatively to implement appropriate OBF LSR guidelines and NANC due date intervals. These LSR formats may differ between companies by geography and where it is necessary to change format, the Parties making the change agree to inform the other company and work cooperatively to implement the change.
- 3.1.5 The Parties agree to port reserved numbers per the NANC guidelines.
- 3.1.6 Unless pooling of numbers is required, when a ported telephone number becomes vacant (e.g. the telephone number is no longer in service by the original end user customer) the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native. If number pooling is required, the Parties agree to abide by such requirements in regard to now vacant, previously ported numbers.
- 3.1.7 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 3.1.8 Each Party shall abide by NANC provisioning and implementation process.
- 3.1.9 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 3.1.10 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP National Operations Team for porting.

#### 4. LIMITATIONS

- 4.1 For PNP, PFN shall submit a separate DSR for the listing of PFN's end user customer in WhitePages and Directory Assistance.

#### 5. PROVISIONING OF PNP

- 5.1 PNP Coordinated Cutovers. Coordinated cutovers for the porting of subscribers via PNP will be performed in the same manner as that prescribed below. In addition, the Old Service Provider shall not perform a disconnect until directed to do so by the New Service Provider.
- 5.2 PNP Non-Coordinated Cutovers. Non-coordinated cutovers for the porting of numbers via PNP will be performed in the same manner as that set forth below.
  - 5.2.1 Coordinated Cutovers
    - 5.2.1.1 Coordinated Cutovers. **AT&T MICHIGAN** shall provide PFN with a Coordinated Cutover upon PFN's written request. For the porting of a telephone number where a Coordinated Cutover has been requested, the Parties will schedule the cutover during a mutually agreeable time frame.
    - 5.2.1.2 Non-Coordinated Cutovers. For the porting of a telephone number where a Coordinated Cutover has not been requested, the Parties will mutually agree on a scheduled cutover time frame, and **AT&T MICHIGAN** shall promptly notify PFN when the cutover is complete. In the event that a non-coordinated cutover cannot be completed as scheduled, **AT&T MICHIGAN** shall promptly restore the Customer's service and shall minimize Customer out-of-service time. For both Coordinated Cutovers and non-Coordinated Cutovers, each Party shall remain responsible for the coordination of its respective work groups involved in the cutover, including, but not limited to, the coordination of work enters charged with manual cross-connects, electronic cross-connect mapping and switch translations (including, but not limited to, implementation of PNP translations).

# NUMBERING

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## NUMBERING

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AT&T MICHIGAN will coordinate with PFN with respect to NXX assignments.

### 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 PFN is properly certified by the appropriate regulatory body and intends to provide local exchange service, PFN shall obtain a separate NXX code for each AT&T MICHIGAN 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). Where pooling is done, PFN will obtain blocks of numbers in thousand increments rather than a full NXX for rate areas served by PFN.
- 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 limited to Rate Center/Rate District boundaries of the incumbent LEC due to rating and routing concerns.
- 2.4 Each Party is responsible to test, load, 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 user customers of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
- 2.7.1 NXX reassignment/migration is permissible upon agreement of the Parties. Upon request by either Party to migrate an NXX, the Parties will determine the reassignment/migration process and any applicable charges. In a pooling environment, LNP will be the migration method pursuant to number pooling guidelines.
- 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.
- 2.9 Where PFN has obtained its own NXX, but has purchased AT&T MICHIGAN's Network Elements, AT&T MICHIGAN shall install the PFN NXX in AT&T MICHIGAN's switch according to the appropriate number administration functions.
- 2.10 AT&T MICHIGAN shall accept PFN orders for specific numbers and block numbers.

# APPENDIX XIV - OPERATIONS SUPPORT SYSTEMS



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## 1.0 Introduction

1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) “functions” to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by AT&T MICHIGAN. CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to 251(c)(3) UNEs (as provided in Appendix XXIII - 251(c)(3) UNEs, resold services, or other services covered by this Interconnection Agreement ICA Service(s)).

1.2 Should AT&T MICHIGAN no longer be obligated to provide a 251(c)(3) UNE or other ICA Service under the terms of this Agreement, AT&T MICHIGAN shall no longer be obligated to offer access and use of OSS for that ICA Service.

1.3 Intentionally Omitted.

1.4 Intentionally Omitted.

## 2.0 Definitions

2.1 “Service Bureau Provider (SBP)” means a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T MICHIGAN OSS application-to-application interfaces via a dedicated connection over which multiple CLEC’s local service transactions are transported.

## 3.0 General Provisions

3.1 AT&T MICHIGAN’s OSS are comprised of systems and processes that are in some cases region-specific (hereinafter referred to as “Regional OSS”). Regional OSS is available only in the regions where such systems and processes are currently operational.

3.2 AT&T MICHIGAN will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow CLEC to perform pre-order, order, provisioning, maintenance and repair functions. AT&T MICHIGAN will follow industry guidelines and the Change Management Process (CMP) in the development of these interfaces.

3.3 AT&T MICHIGAN will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T’s CLEC Online website. Documentation may be amended by AT&T MICHIGAN in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.

3.4 AT&T MICHIGAN’s OSS are designed to accommodate requests for both current and projected demands of CLEC and other CLECs in the aggregate.

3.5 CLEC shall advise AT&T MICHIGAN no less than seven (7) Business Days in advance of any anticipated ordering volumes above CLEC’s normal average daily volumes.

3.6 It is the sole responsibility of CLEC to obtain the technical capability to access and utilize AT&T MICHIGAN’s OSS interfaces. All hardware and software requirements for the applicable AT&T MICHIGAN Regional OSS are specified on AT&T’s CLEC Online website.

3.7 CLEC must access the AT&T MICHIGAN OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T’s CLEC Online website.

3.8 Prior to initial use of AT&T MICHIGAN’s Regional OSS, CLEC shall attend and participate in implementation meetings to discuss CLEC access plans in detail and schedule testing.

3.9 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CLEC will also provide a single point of contact for technical issues related to CLEC’s use of AT&T MICHIGAN’s electronic interfaces.

- 3.10 CLEC agrees that there may be Resale service and 251(c)(3) UNEs available on a regional basis and that such regional offering may only be ordered where they are made available in accordance with Resale or 251(c)(3)UNE Appendices. Moreover, CLEC shall not be permitted to order ICA Services unless CLEC has a right, under this Agreement, to order such service.
- 3.11 AT&T MICHIGAN shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T MICHIGAN shall make manual processes available.
- 3.12 The Parties agree that a collaborative CMP will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The CMP will cover changes to AT&T MICHIGAN's electronic interfaces, AT&T MICHIGAN's CLEC testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of CMP disputes.
- 3.13 Due to enhancements and on-going development of access to AT&T MICHIGAN CLEC OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. AT&T MICHIGAN shall provide proper notice of interface phase-out in accordance with CMP.
- 3.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week.
- 3.15 Proper Use of OSS Interfaces
- 3.15.1 CLEC shall use AT&T MICHIGAN electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T MICHIGAN's Data Connection Security Requirements as identified in Section 9.0 below of this Appendix. Failure to comply with the requirements of this Appendix, including such security guidelines, may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T MICHIGAN against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T MICHIGAN's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T MICHIGAN for any and all damages caused by such unauthorized entry.
- 3.15.2 CLEC's access to pre-order functions will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.
- 3.15.2.1 CLEC must maintain records of individual End Users' authorizations for change in local Exchange Service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.15.2.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T MICHIGAN harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User. The Parties agree not to view, copy, or otherwise obtain access to the customer record information about any other carriers' End Users without proper permission. CLEC will obtain access to End User customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.
- 3.15.3 AT&T MICHIGAN shall be free to connect an End User to any CLEC based upon that CLEC's request and that CLEC's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to AT&T MICHIGAN upon request and at no charge.
- 3.15.4 By using electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering of ICA Services. CLEC is also responsible for all actions of its employees using any of AT&T

MICHIGAN's OSS. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T MICHIGAN 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 MICHIGAN to CLEC. In addition, CLEC agrees to indemnify and hold AT&T MICHIGAN harmless against any claim made by an End User of CLEC or Third Parties against AT&T MICHIGAN caused by or related to CLEC's use of any AT&T MICHIGAN OSS.

3.15.5 In the event AT&T MICHIGAN has good cause to believe that CLEC has used AT&T MICHIGAN OSS in a way that conflicts with this Agreement or Applicable Law, AT&T MICHIGAN shall give CLEC written Notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which CLEC shall provide to AT&T MICHIGAN within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

3.15.6 In the event CLEC does not respond to the Notice of Misuse or does not agree that the CLEC's use of AT&T MICHIGAN OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

3.15.6.1 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, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T MICHIGAN to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

3.15.6.2 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.

3.16 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, AT&T MICHIGAN shall have the right to conduct an audit of CLEC's use of the AT&T MICHIGAN OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T MICHIGAN OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T MICHIGAN shall give ten (10) calendar days advance written Notice of its intent to audit CLEC ("Audit Notice") under this Section, 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 Audit Notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T MICHIGAN with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T MICHIGAN'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 MICHIGAN 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 MICHIGAN. If CLEC fails to cooperate in the audit, AT&T MICHIGAN reserves the right to terminate CLEC's access to electronic processes.

#### 4.0 Pre-Ordering

4.1 AT&T MICHIGAN Regional OSS are available in order that CLEC can perform the pre-ordering functions for ICA Services, including but not limited to:

4.1.1 Service address validation

4.1.2 Telephone number selection

4.1.3 Service and feature availability

- 4.1.4 Due date information
- 4.1.5 Customer service information
- 4.1.6 Loop makeup information
- 4.2 Complete Regional OSS pre-order functions may be found on AT&T's CLEC Online website.
- 4.3 CLEC shall provide AT&T MICHIGAN with access to End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such information within four (4) hours after requested via electronic access where available. If electronic access is not available, CLEC shall provide to AT&T MICHIGAN paper copies of End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such End User service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.
- 4.4 Data validation files provided are described on the AT&T CLEC Online website. These files provide an alternate method of acquiring pre-ordering information that is considered relatively static and are available via the pre-order GUI, AT&T's CLEC Online website, or other distribution methods.
- 5.0 **Ordering**
- 5.1 AT&T MICHIGAN will provide ordering functionality. To order any ICA Services CLEC will format a Local Service Request (LSR) to identify the features, services or elements CLEC is requesting AT&T MICHIGAN to provision in accordance with applicable AT&T MICHIGAN ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.
- 5.2 In ordering and provisioning, Unbundled Dedicated Transport (UDT) and local Interconnection trunks, CLEC and AT&T MICHIGAN will use industry Access Service Request (ASR) guidelines, based upon AT&T MICHIGAN ordering requirements. AT&T MICHIGAN's ASR guidelines are located on AT&T's CLEC Online website.
- 5.3 AT&T MICHIGAN product/service intervals are located on AT&T's CLEC Online website.
- 5.4 AT&T MICHIGAN shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. CLEC shall provide to AT&T MICHIGAN an FOC per the guidelines located on AT&T's CLEC Online website.
- 5.5 When an AT&T MICHIGAN provided ICA Service is replaced by CLEC's facility-based service using any AT&T MICHIGAN provided ICA Services, CLEC shall issue appropriate service requests, to both disconnect the existing service and order ICA Services. These requests will be processed by AT&T MICHIGAN, and CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered. Similarly, when an End User is served by one CLEC using AT&T MICHIGAN provided ICA Services is converted to another CLEC's service using any AT&T MICHIGAN provided ICA Services, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC End User. These requests will be processed by AT&T MICHIGAN and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered.
- 5.6 AT&T MICHIGAN shall bill to CLEC an LSR charge and/or appropriate service order charges based on the manner in which the order is submitted (e.g. manually, semi-mechanized, mechanized) at the rate set forth in the applicable Appendix Pricing, and/or applicable tariffs, price list or service guides to this Agreement for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).
- 5.7 The Commissions, in some states, have ordered per element manual additive nonrecurring charges for ICA Services ordered by means other than one of the interactive interfaces ("Additional Charges"). Additional Charges shall charges will apply in these states as set forth in the applicable Appendix Pricing, and/or applicable tariffs, price list or service guides.

## 6.0 Provisioning

6.1 AT&T MICHIGAN will provide to CLEC nondiscriminatory provisioning of ICA Services. Access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T's CLEC Online website, and application-to-application interfaces.

6.2 AT&T MICHIGAN shall provision services during its regular working hours. To the extent CLEC requests provisioning of service to be performed outside AT&T MICHIGAN's regular working hours, or the work so requested requires AT&T MICHIGAN's technicians or project managers to work outside of regular working hours, AT&T MICHIGAN will assess overtime charges set forth in the Appendix Pricing/AT&T MICHIGAN's intrastate Access Services Tariff.

6.3 In the event AT&T MICHIGAN must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T MICHIGAN will bill CLEC for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T MICHIGAN will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges from the applicable Appendix Pricing, and/or applicable tariffs, price list or service guides.

6.4 Cancellation Charges:

6.4.1 If CLEC cancels an order for ICA Services subsequent to AT&T MICHIGAN's generation of a service order, any costs incurred by AT&T MICHIGAN in conjunction with provisioning of services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T's CLEC Online website. In addition, AT&T MICHIGAN reserves the right to assess cancellation charges if CLEC fails to respond within nine (9) Business Days to a Missed Appointment order notification.

6.4.1.1 Notwithstanding the foregoing, if CLEC places an LSR based upon AT&T MICHIGAN's loop makeup information, and such information is inaccurate resulting in the inability of AT&T MICHIGAN to provision the ICA Services requested and another spare compatible facility cannot be found with the transmission characteristics of the ICA Services originally requested, cancellation charges shall not apply. Where CLEC places a single LSR for multiple ICA Services based upon loop makeup information, and information as to some, but not all, of the ICA Services is inaccurate, if AT&T MICHIGAN cannot provision the ICA Services that were the subject of the inaccurate loop makeup information, CLEC may cancel its request for those ICA Services without incurring cancellation charges. In such instance, should CLEC elect to cancel the entire LSR, cancellation charges as shall apply to those ICA Services that were not the subject of inaccurate loop makeup.

6.5 Expedite Charges:

6.5.1 For Expedite requests by CLEC, charges from the Appendix Pricing will apply for intervals less than the standard interval as outlined on the AT&T CLEC Online website.

6.6 Order Modification Charges:

6.6.1 If CLEC modifies an order after being sent a FOC from AT&T MICHIGAN, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be accessed from the Appendix Pricing as applicable.

## 7.0 Maintenance/Repair

7.1 AT&T MICHIGAN will provide CLEC with access to electronic interfaces for the purpose of reporting and monitoring trouble.

7.2 The methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used.



- 7.3 AT&T MICHIGAN will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.
- 7.4 CLEC shall make available at mutually agreeable times the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit AT&T MICHIGAN to test and make adjustments appropriate for maintaining the 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 7.5 Neither CLEC or its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T MICHIGAN except with the prior written consent of AT&T MICHIGAN.
- 7.6 CLEC will be responsible for testing and isolating troubles on ICA Services. CLEC must test and isolate trouble to the AT&T MICHIGAN network before reporting the trouble to the Maintenance Center. Upon request from AT&T MICHIGAN at the time of the trouble report, CLEC will be required to provide the results of the CLEC test isolating the trouble to the AT&T MICHIGAN network.
- 7.7 For all ICA Services repair requests, CLEC shall adhere to AT&T MICHIGAN's prescreening guidelines prior to referring the trouble to AT&T MICHIGAN.
- 7.8 CLEC will contact the appropriate AT&T MICHIGAN repair centers in accordance with procedures established by AT&T MICHIGAN.
- 7.9 AT&T MICHIGAN reserves the right to contact CLEC's End Users, if deemed necessary, for provisioning or maintenance purposes.
- 7.10 Repair requests are billed in accordance with the provisions of this Agreement. If CLEC reports a trouble on a AT&T MICHIGAN ICA Service and no trouble is found in AT&T MICHIGAN's network, AT&T MICHIGAN will charge CLEC a Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges for any dispatching and testing (both inside and outside the Central Office) required by AT&T MICHIGAN in order to confirm the working status. AT&T MICHIGAN will assess these charges at the rates set forth in the Appendix Pricing and/or applicable tariffs.
- 7.11 In the event AT&T MICHIGAN must dispatch to an End User's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T MICHIGAN will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T MICHIGAN will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges at the rates set forth in the Appendix Pricing.
- 7.12 CLEC shall pay Time and Material charges when AT&T MICHIGAN dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T MICHIGAN or in detariffed CPE provided by AT&T MICHIGAN, unless covered under a separate maintenance agreement.
- 7.13 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 7.14 If CLEC issues a trouble report allowing AT&T MICHIGAN access to End User's premises and AT&T MICHIGAN personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T MICHIGAN personnel are dispatched. Subsequently, if AT&T MICHIGAN personnel are allowed access to the premises, these charges will still apply.
- 7.15 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 MICHIGAN

performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T MICHIGAN performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T MICHIGAN performed other than on a normally scheduled workday.

7.15.1 If CLEC requests or approves an AT&T MICHIGAN technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

## 8.0 Billing

8.1 AT&T MICHIGAN will provide to CLEC nondiscriminatory access to associated billing information as necessary to allow CLEC to perform billing functions.

8.1.1 The charges for bill data are dependent upon the manner in which such bill data is delivered to CLEC.

8.1.1.1 CLEC agrees to pay the applicable rates set forth in the Appendix Pricing.

## 9.0 Data Connection Security Requirements

9.1 CLEC agrees to comply with AT&T MICHIGAN data connection security procedures, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. These procedures are set forth on the AT&TCLEC Online website.

9.2 CLEC agrees that interconnection of CLEC data facilities with AT&T MICHIGAN data facilities for access to OSS will be in compliance with AT&T MICHIGAN's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to AT&T MICHIGAN and available on the AT&T CLEC Online website.

9.3 Joint Security Requirements:

9.3.1 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.).

9.3.2 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.

9.3.3 CLEC shall immediately notify AT&T MICHIGAN when an employee user ID is no longer valid (e.g. employee termination or movement to another department).

9.3.4 The 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.

9.3.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC's or AT&T MICHIGAN's 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.

- 9.3.6 The 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.

9.4 Additional Responsibilities of the Parties:

9.4.1 Modem/DSU Maintenance And Use Policy:

- 9.4.1.1 To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T MICHIGAN's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited in Section 9.2 above.

9.4.2 Monitoring:

- 9.4.2.1 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.

- 9.4.3 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.

- 9.4.4 In the event that one (1) 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.

- 9.4.5 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.

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

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

- 9.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.6 below through Section 9.12 below inclusive 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 CLEC or AT&T MICHIGAN, respectively, as the providers of the computer, network or information in question.

9.5.2 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 Appendix. 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.

9.6 General Policies:

9.6.1 Each Party's resources are for approved this Agreement's business purposes only.

9.6.2 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.

9.6.3 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.

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

9.6.5 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.

9.7 User Identification:

9.7.1 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.

9.7.2 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.

9.7.3 User IDs will be revalidated on a monthly basis.

9.8 User Authentication:

9.8.1 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.

9.8.2 Passwords must not be stored in script files.

9.8.3 Passwords must be entered by the user.

9.8.4 Passwords must be at least six (6) to eight (8) characters in length, not blank or a repeat of the user ID; contain at least one (1) letter, and at least one (1) number or special character must be in a position other than the first or last position. 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.

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

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

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

9.9 Access and Session Control:

- 9.9.1 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.
- 9.9.2 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.
- 9.10 User Authorization:
  - 9.10.1 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.
- 9.11 Software and Data Integrity:
  - 9.11.1 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.
  - 9.11.2 All 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.
  - 9.11.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.
  - 9.11.4 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.
- 9.12 Monitoring and Audit:
  - 9.12.1 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(n) (AT&T 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."*
  - 9.12.2 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.
- 10.0 **Miscellaneous**
  - 10.1 Intentionally Omitted.
  - 10.2 Unless otherwise specified herein, charges for the use of AT&T MICHIGAN's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the applicable rates set forth in the Appendix Pricing. Subject only to the following sentence, PFN shall have no obligation to pay AT&T MICHIGAN any rate, charge or price under this Appendix that is not set forth in or encompassed by the prices in Appendix Pricing. If AT&T MICHIGAN seeks to charge PFN a rate, charge or price that is not set forth in or encompassed by the prices in Appendix Pricing, AT&T MICHIGAN shall so inform PFN, whereupon the parties will commence negotiation of a possible amendment to Appendix Pricing to reflect such rate, charge or price. Failing agreement on an amendment, AT&T MICHIGAN may petition the Commission for approval of an amendment proposed by AT&T MICHIGAN.
  - 10.3 Single Point of Contact:

10.3.1 CLEC will be the single point of contact with AT&T MICHIGAN for ordering activity for ICA Services used by CLEC to provide services to its End Users, except that AT&T MICHIGAN may accept a request directly from another CLEC, or AT&T MICHIGAN, acting with authorization of the affected End User. Pursuant to a request from another carrier, AT&T MICHIGAN may disconnect any ICA Service being used by CLEC to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. AT&T MICHIGAN will notify CLEC that such a request has been processed but will not be required to notify CLEC in advance of such processing.

10.4 Use of Facilities:

10.4.1 When an End User of CLEC elects to discontinue service and to transfer service to another LEC, including AT&T MICHIGAN, AT&T MICHIGAN shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as ICA Services, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T MICHIGAN will notify CLEC that such a request has been processed after the disconnect order has been completed.

10.5 AT&T MICHIGAN will provide loss notifications to CLEC. This notification alerts CLEC that a change requested by another Telecommunications provider has/or may result in a change in the Local Service Provider associated with a given telephone number. It will be provided via the ordering GUI and application-to-application interfaces and AT&T's CLEC Online website, as applicable.

11.0 Service Bureau Provider Arrangements for Shared Access to OSS

11.1 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T MICHIGAN OSS via a Service Bureau Provider as follows:

11.1.1 CLEC shall be permitted to access AT&T MICHIGAN application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T MICHIGAN to allow Service Bureau Provider to establish access to and use of AT&T MICHIGAN's OSS.

11.1.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

11.1.3 It shall be the obligation of CLEC to provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T MICHIGAN shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides Notice. Additionally, AT&T MICHIGAN shall have a reasonable transition period to terminate any such connection after Notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

11.2 AT&T MICHIGAN 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 MICHIGAN's control associated with Third Party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T MICHIGAN's OSS) which could not be avoided by AT&T MICHIGAN 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

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## OPERATOR SERVICES

### 1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by AT&TMICHIGAN to PFN.

### 2. SERVICES

#### 2.1 General

2.1.1 AT&T MICHIGAN shall ensure that PFN Customers have the capability to dial the same telephone numbers to access AT&T MICHIGAN Operator Service that AT&T MICHIGAN Customers dial to access AT&T MICHIGAN Operator Service.

2.1.2 AT&T MICHIGAN shall provide Operator Services as an unbundled Network Element at TSLRIC-based rates, unless AT&T MICHIGAN provides PFN with customized routing as defined in Appendix UNE and unless authorized to discontinue unbundled Operator Services by the Commission.

#### 2.2 Operator Services

2.2.1 If Customized Routing is not provided and PFN requests unbundled Operator Services, AT&T MICHIGAN shall provide nondiscriminatory access to all of its Operator Services, including, but not limited to, the following Operator Service capabilities:

2.2.1.1 AT&T MICHIGAN shall complete 0+ and 0- dialed local calls.

2.2.1.2 AT&T MICHIGAN shall complete 0+ intraLATA toll calls.

2.2.1.3 AT&T MICHIGAN shall complete calls that are billed to a calling card and PFN shall designate the acceptable types of special billing.

2.2.1.4 AT&T MICHIGAN shall complete person-to-person calls.

2.2.1.5 AT&T MICHIGAN shall complete collect calls.

2.2.1.6 AT&T MICHIGAN shall provide the capability for callers to bill to a third party and shall complete such calls.

2.2.1.7 AT&T MICHIGAN shall complete station-to-station calls.

2.2.1.8 AT&T MICHIGAN shall process BLV/BLVI requests.

2.2.1.9 AT&T MICHIGAN shall process emergency call trace.

2.2.1.10 AT&T MICHIGAN shall process operator-assisted Directory Assistance calls.

2.2.1.11 AT&T MICHIGAN shall route 0- local traffic directly to a "live" operator team.

2.2.1.12 AT&T MICHIGAN shall provide caller assistance services to PFN's disabled end user customers in the same manner that AT&T MICHIGAN provides caller assistance services to its disabled end user customer.

2.2.1.13 Where technically feasible, AT&T MICHIGAN shall provide operator-assisted conference calling.

2.2.1.14 When requested by PFN's end user customer, AT&T MICHIGAN shall provide corrected billing information to PFN on Operator Services calls (e.g., without limitation, misdialed or misdirected calls) in the same manner as provided to AT&T MICHIGAN customers.

2.2.1.15 All Operator Services shall, at a minimum, comply with industry standards.

2.2.2 AT&T MICHIGAN shall direct customer inquiries to the customer service center designated by PFN.

2.3 Where technically feasible, AT&T MICHIGAN will provide the following OS:

2.3.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an AT&T MICHIGAN operator, hereafter called "Operator."

2.3.1.1 AT&T MICHIGAN - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

2.3.1.2 Intentionally Omitted.

2.3.2 Operator-Assisted Call Processing

2.3.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

2.4 **Operator Assisted Calls to Directory Assistance ("OADA")**

2.4.1 OADA refers to the situation in which a calling party dials "0" and asks the operator for Directory Assistance and is automatically transferred to a Directory Assistance operator. AT&T MICHIGAN will offer OADA to calling parties on a nondiscriminatory basis.

### 3. SERVICES

3.1 Fully Automated Call Processing - Where technically feasible, AT&T MICHIGAN can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service

3.1.1.1 This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System

3.1.2.1 The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.2 Operator-Assisted Call Processing - Where technically feasible, AT&T MICHIGAN will support the following Operator-assisted call types for PFN:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which AT&T MICHIGAN can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the Party previously specified.



- 3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.5 Busy Line Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 Busy Line Interrupt. A service in which the caller 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. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the Parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.
- 3.2.8 General Assistance is used to describe those general types of assistance the operator bureaus of each Party typically provide to each other. General Assistance includes, but is not limited to, circumstances in which an operator seeks assistance in dialing a number (e.g., for attempting to dial a number where a 'no ring' condition has been encountered) and emergency assistance.

#### 4. CALL BRANDING

- 4.1 Where not technically feasible or where PFN does not request branding, such calls will be unbranded. Where technically feasible and/or available, AT&T MICHIGAN will brand OS based upon the criteria outlined.
- 4.1.1 Where AT&T MICHIGAN is only providing OS on behalf of PFN, the calls will be branded. When the same trunk group is used to provide OS and DA services to PFN, calls will be branded at PFN's request with the same brand. There may be separate brands where separate trunk groups are utilized.
- 4.1.2 Branding Load Charges
- 4.1.2.1 Branding load charges are including in Appendix Pricing.

#### 5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

- 5.1 If PFN elects to use OS services where technically feasible and/or available, AT&T MICHIGAN will provide PFN OS Rate/Reference Information, based upon the criteria outlined below:
- 5.1.1 PFN will furnish OS Rate and Reference Information in accordance with process outlined in Operator Services Questionnaire as of June 6, 2002 or as mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS Services are to be undertaken.
- 5.1.2 PFN will inform AT&T MICHIGAN, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. PFN acknowledges that it is responsible to provide AT&T MICHIGAN updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
- 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of PFN's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Services Rate or Reference Information subject to the requirements herein.
- 5.2 When an AT&T MICHIGAN Operator receives a rate request from an PFN end user customer, AT&T MICHIGAN will quote the applicable OS rates as provided by PFN.

#### 6. INTRALATA MESSAGE RATING

6.1 Intentionally Omitted.

## 7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent PFN's NXX encompasses multiple emergency agencies, AT&T MICHIGAN agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. PFN must provide AT&T MICHIGAN with the correct information to enable the transfer as required by the OSQ. PFN will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, AT&T MICHIGAN will attempt to reach the appropriate operator if the network facilities for Inward Assistance exist.

## 8. RESPONSIBILITIES OF THE PARTIES

8.1 PFN will provide AT&T MICHIGAN at least thirty (30) days notice prior to any significant change in service levels for Operator Services under this Appendix.

8.2 PFN will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T MICHIGAN Operator assistance switch. Should PFN seek to obtain Interexchange OS from AT&T MICHIGAN, PFN is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating Interexchange traffic.

8.2.1 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

8.3 PFN understands and acknowledges that before live traffic can be passed, PFN is responsible for obtaining and providing to AT&T MICHIGAN, default emergency agency numbers.

8.4 AT&T MICHIGAN shall make available service enhancements on a nondiscriminatory basis as soon as such enhancements are available to AT&T MICHIGAN, its affiliate and all other CLECs. AT&T MICHIGAN shall communicate official information to PFN via its accessible letter notification process. This process covers a variety of subjects, including updates on products/services promotions, deployment of new products/services, modification and price changes to existing products/services, cancellation or retirement of existing products/services and operational issues.

8.5 AT&T MICHIGAN shall provide PFN with Operator Services equal in quality to those which provides to other CLECs and itself. Service quality must comply with all federal, state and local requirements, and must be at Parity.

8.6 PFN will furnish to AT&T MICHIGAN a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken. PFN will provide AT&T MICHIGAN updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective. AT&T MICHIGAN shall adequately staff its operator work force.

## 9. METHODS AND PRACTICES

9.1 AT&T MICHIGAN will provide OS to PFN's end user customers in accordance with AT&T MICHIGAN OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

## 10. PRICING

10.1 The prices at which AT&T MICHIGAN agrees to provide PFN with OS are contained in the applicable Appendix Pricing.

10.2 Intentionally Omitted.

## 11. MONTHLY BILLING

- 11.1 AT&T MICHIGAN will accumulate and provide PFN such data as necessary for PFN to bill its end user customers.

## 12. INDEMNIFICATION

- 12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including any claims arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call AT&T MICHIGAN's Operator Services.

## 13. TERM OF APPENDIX

- 13.1 PFN must use such services for a minimum period of twelve (12) months, which period may extend past the termination of this Agreement. PFN may terminate use of AT&T MICHIGAN's Operator Services one hundred twenty (120) days advance written notice to AT&T MICHIGAN any time after PFN has used such Operator Services for the twelve (12) month minimum period, inclusive of the notice period.
- 13.2 If PFN terminates use of AT&T MICHIGAN's Operator Services without complying with Section 13.1 above, PFN shall pay AT&T MICHIGAN, within thirty (30) days of the issuance of a final bill by AT&T MICHIGAN, all amounts due for actual services provided under this Appendix.

# PERFORMANCE MEASUREMENTS

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## PERFORMANCE MEASUREMENTS

### 1. PERFORMANCE MEASUREMENTS

The Parties acknowledge that the Michigan Public Service Commission ("Commission") in Case No. U-11830 adopted Performance Measurements and a Remedy Plan applicable to AT&T MICHIGAN.

Accordingly, PFN and AT&T MICHIGAN agree that:

- 1.1 AT&T MICHIGAN shall implement Performance Measurements and a remedy plan as determined by the Commission in Case No. U-11830 and any relevant successor dockets, as well as the state-specified Business Rules developed in relation to such Performance Measurements and Remedy Plan. To the extent the FCC issues an order related to Performance Measurements and remedies that expressly preempts the state's authority on these issues, either Party may invoke its rights under the Dispute Escalation/Resolution provisions of the Agreement. AT&T MICHIGAN agrees to post the Business Rules on AT&T MICHIGAN's Internet website.
- 1.2 The Performance Measurements and Remedy Plan referred to herein, notwithstanding any provisions in any other Article or Schedule of this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that PFN is entitled to any particular manner of access, nor is it evidence that AT&T MICHIGAN is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.3 Intentionally Omitted.
- 1.4 The Parties agree that Performance Measurements, Remedy Plan and Business Rules may be revised through the Collaborative Process, and the Parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized, and on a going forward basis unless otherwise ordered by the Commission. In the event a Party disputes the adoption of a proposed revision in the Collaborative Process, the Party seeking such adoption may raise the issue with the Commission for resolution. Until a final Commission order resolving the issue is effective, the Parties agree to abide by the performance measures, Remedy Plan and Business Rules previously agreed to, adopted in the Collaborative Process, or ordered by the Commission. Nothing in this Article limits the rights of either Party to seek changes to Performance Measurements, Remedy Plan or Business Rules. AT&T MICHIGAN agrees to post the performance measurements, Remedy Plan and Business Rules on AT&T MICHIGAN's Internet website in accordance with the final resolutions achieved in the Collaborative Process.
- 1.5 Each Party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from any Commission order in regard to Performance Measurements, Remedy Plan or Business Rules. It is AT&T MICHIGAN's position that compliance with and implementation of any such order shall not represent voluntary agreement to pay liquidated damages nor a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such Party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the Performance Measures and Remedy Plan.
- 1.6 Any payment by AT&T MICHIGAN pursuant to the Remedy Plan described in this Appendix Performance Measures may be by either direct payment (such as a check) or by bill credit. If PFN selects the direct payment option, PFN shall submit the attached form. If PFN does not submit the attached form, any payment shall be by bill credit.

# PRICING

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## PRICING

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing rates, terms and conditions for Interconnection, unbundled access to Network Elements, Resale, Collocation and for any other services provided pursuant to this Agreement. All such rates shall be just, reasonable and nondiscriminatory in accordance with Applicable law.
- 1.2 All of the rates set forth in this Agreement are inclusive. If the Parties have inadvertently omitted an appropriate Commission-approved rate for any unbundled Network Element, service, feature or function contemplated under this Agreement ("Contemplated Services"), the Parties shall amend the Agreement to include such rate. In the event that there is no appropriate Commission-approved rate for a Contemplated Service and AT&T MICHIGAN has a reasonable basis to believe it can charge PFN for the Contemplated Service, the Parties agree to negotiate in good faith to amend the Agreement to include an interim rate. Such interim rates shall remain in effect, subject to true-up, until the Commission determines a permanent rate or decides that no rate is appropriate. The Parties further agree that during any negotiations pursuant to this Section 1.2, AT&T MICHIGAN shall provide PFN with the Contemplated Service in question and PFN shall be responsible for paying for such Contemplated Service retroactive to the date it was first delivered. For any rates set pursuant to this Section 1.2, the Parties agree to use the appropriate AT&T MICHIGAN tariff rate, if such a rate exists. All of the rates set forth in this Agreement shall remain in effect for the term of this Agreement unless they are changed in accordance with the provisions of this Agreement. For the purposes of this Appendix, "rates" may refer to either or both recurring and nonrecurring prices.
- 1.3 Each rate set forth in this Appendix is the total rate applicable for the respective service, save for taxes and late payment charges, if any. Where required by Applicable Law, rates contained in this Appendix Pricing are based upon FCC and state Commission approved pricing methodologies. If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AT&T MICHIGAN under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a Bona Fide Request (BFR), such rates and charges shall be determined in accordance with the pricing principles set forth in the Act; provided however, if AT&T MICHIGAN provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by AT&T MICHIGAN and PFN.
- 1.4 Intentionally Omitted.
- 1.5 Except as otherwise noted, all rates set forth in this Agreement are permanent rates, unless changed by order of the Commission or other administrative or judicial body of competent jurisdiction, or by mutual agreement of the Parties. If the Commission or other administrative or judicial body of competent jurisdiction subsequently orders a different rate, either Party, upon the Commission's order, may provide written notice to the other Party, to change the rate set forth in this Agreement to conform to the new rate ordered by the Commission. Upon written notice, the Parties will negotiate an amendment to this Agreement reflecting the new rate. The new rate will be effective on the date of receipt of the written notice of election.
- 1.6 If a rate is identified as interim, upon adoption of a final rate by the Commission, either Party may elect to change the interim rate to conform to the permanent rate upon written notice to other Party. If either Party elects to change an interim rate to conform to a permanent rate, the permanent rate will be substituted for the interim rate and will remain in effect for the remainder of this Agreement unless otherwise changed in accordance with the terms of this Agreement. Unless otherwise agreed by the Parties, an interim rate will be replaced by the permanent rate retroactive to the Effective Date of this Agreement, and will be trued up within ninety (90) days after the Effective Date of the amendment adopting the permanent rate.
- 1.7 The following defines the zones found in this Appendix Pricing:

- 1.7.1 For Loops: Tariff MPSC No. 20R, Part 4, Section 2
- 1.7.2 For Unbundled Interoffice Transmission Facilities: FCC No. 2, Section 7, Subsection 7.7
- 1.8 AT&T MICHIGAN shall not charge PFN different rates for unbundled Network Elements based on the class of end user customers served by PFN, or on the type of services provided by PFN using those unbundled Network Elements, unless otherwise ordered by the Commission. This paragraph does not apply to Resale.

## 2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the pricing tables, where rates are shown as monthly, a month will be defined as thirty (30) days. Billing will be on the basis of whole or fractional months used. The rates for non-monthly rated UNEs will be billed as specified in Appendix Pricing. Billing will be on the basis of whole or fractional periods used. Fractional billing will be adjusted on a pro-rata basis to reflect actual usage during any particular month or period.
- 2.2 Unless otherwise identified in the pricing tables, where rates are usage sensitive, measurement of usage based charges shall be in actual conversation seconds, or fraction thereof, measured in one tenth (1/10) of one second increments. For purposes of billing charges, total conversation seconds, or fractions thereof, per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute. There shall be no usage-based charges for incomplete calls or call attempts, including "busy" or "don't answer" status calls.
- 2.3 Intentionally Omitted.
- 2.4 Unless otherwise identified in the pricing tables, 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 MICHIGAN 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 MICHIGAN will round up to the next whole mile before determining the mileage and applying rates.

## 3. NON-RECURRING CHARGES

Some items which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

MICHIGAN BELL TELEPHONE COMPANY  
911 RATES

ATT MICHIGAN/PENINSULA FIBER NETWORK, LLC  
EFFECTIVE DATE:

		PFN/AT&T	PFN/AT&T
MICHIGAN 7/30/06		RECURRING	AIT
		Monthly	Non-Recurring
<b>Emergency Number Services Access</b>			
9-1-1 Selective Router Interconnection			
	Digital DS1 Interface	\$ 205.16	\$ 572.39
	Each DS0 Installed	NA	\$ 319.30
	Analog Channel Interface	\$ 19.81	\$ 496.18
ANI/ALI/SR and Database Management			
	Per 100 Records	\$ 3.93	\$0.00
ANI Databases			
	AIN Database Query	BFR	NA
9-1-1 Selective Router Switch Administration			
	Per Selective Router	\$ 5.06	\$ 233.32
Universal Emergency Number 9-1-1/Telecommunications		Tariff 20R, Part 8, Section 3	
Ameritech DS1 Service			
	Exchange Circuit	Unregulated Service	
	Access Service	Tariff FCC No. 2, Section 7	
Analog Channel (3002 Channel)			
	Exchange Circuit	Unregulated Service	
	Access Circuit	Tariff FCC No. 2, Section 7	

MICHIGAN BELL TELEPHONE COMPANY  
911 RATES

ATT MICHIGAN/PENINSULA FIBER NETWORK, LLC  
EFFECTIVE DATE:

MICHIGAN PRIOR TO 2006		PFN/AT&T	PFN/AT&T
		Non-Recurring INITIAL	Non-Recurring ADDITIONAL
<b>DIRECTORY ASSISTANCE SERVICES</b>			
<b>Facilities Based:</b>			
Branding - Other - Initial/Subsequent Load		\$1,098.67	\$143.75
Branding - Facility Based - Initial/Subsequent Load			
	- Branding, per trunk group	\$800.00	NA
Rate Reference - Initial Load		\$2,200.00	NA
Rate Reference - Subsequent Load		\$1,000.00	NA

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
<b>Unbundled Loops</b>			
2W Analog Basic - Access Area A	\$ 9.13		
2W Analog Basic - Access Area B	\$ 10.77		
2W Analog Basic - Access Area C	\$ 14.20		
2W Analog PBX Grd Start - Access Area A	\$ 9.26		
2W Analog PBX Grd Start - Access Area B	\$ 11.05		
2W Analog PBX Grd Start - Access Area C	\$ 14.47		
2W Analog COPTS Coin - Access Area A	\$ 9.45		
2W Analog COPTS Coin - Access Area B	\$ 11.32		
2W Analog COPTS Coin - Access Area C	\$ 14.72		
2W Analog EKL - Access Area A	\$ 10.35		
2W Analog EKL - Access Area B	\$ 12.57		
2W Analog EKL - Access Area C	\$ 15.88		
4W Analog - Access Area A	\$ 21.83		
4W Analog - Access Area B	\$ 26.66		
4W Analog - Access Area C	\$ 33.16		
<b>DIGITAL</b>			
2W Digital ISDN-BRI - Access Area A	\$ 12.66		
2W Digital ISDN-BRI - Access Area B	\$ 16.22		
2W Digital ISDN-BRI - Access Area C	\$ 19.93		
4W Digital - Access Area A	\$ 40.65		
4W Digital - Access Area B	\$ 44.01		
4W Digital - Access Area C	\$ 51.71		
DS3 Loop - Access Area A	\$ 321.94		
DS3 Loop - Access Area B	\$ 379.38		
DS3 Loop - Access Area C	\$ 479.37		
<b>xDSL Capable loops</b>			
<b>PSD 1-5 and 7</b>			
2W ADSL/HDSL Compatible - Access Area A	\$ 9.51		
2W ADSL/HDSL Compatible - Access Area B	\$ 11.42		
2W ADSL/HDSL Compatible - Access Area C	\$ 17.02		
<b>PSD 3</b>			
4W HDSL Compatible - Access Area A	\$ 17.51		
4W HDSL Compatible - Access Area B	\$ 20.96		
4W HDSL Compatible - Access Area C	\$ 32.35		
<b>IDSL-Loops</b>			
IDSL Loop Access Area A - Metro	\$ 12.66		
IDSL Loop Access Area B - Suburban	\$ 16.22		
IDSL Loop Access Area C - Rural	\$ 19.93		
OSS Modification	\$ -		
Cross Connect Configuration - Company Owned	\$ 0.45	\$ 11.46	\$ 11.46
Cross Connect Configuration - CLEC Owned		\$ 11.46	\$ 11.46
Cross Connect Configuration - CLEC Owned - Non-Integrated	\$ 0.45		
Company-Owned Splitter - Line at a time	\$ 1.33		
Company-Owned Splitter - Shelf at a time			
<b>Loop NRC</b>			
Service Ordering Charge - Analog Loops - Initial - Per Occasion		\$ 3.62	\$ 1.77
Service Ordering Charge - Analog Loops - Subsequent - Per Occasion		\$ 3.46	
Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion		\$ 2.13	
Service Ordering -(DS0) - Administrative Charge		\$ -	\$ -
Service Provisioning (DS0)		\$ -	\$ -
Service Ordering -(DS1) - Administrative Charge		\$ 3.54	\$ 2.13
Service Provisioning (DS1) (both UNE-L and new UNE-P)		\$ 63.95	\$ 41.42
Service Ordering -(DS3) - Administrative Charge		\$ 3.54	\$ 2.13

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	
		Connect	Disconnect
Service Provisioning (DS3) (both UNE-L and new UNE-P)		\$ 91.29	\$ 31.48
Line Connection Charge - Analog Loop - Per Termination (UNE-L)		\$ 20.43	\$ 6.71
Service Coordination Fee - Per carrier bill, per central office	\$ 5.39		
<u>Cancellation OR Change Service Charge. PER LAST CRITICAL DATE REACHED.</u>			
<u>ANALOG LOOPS</u>			
Service Order Portion to be applied to each critical date below		\$ 0.36	\$ -
Design Layout report date		\$ -	\$ -
Records Issue Date		\$ -	\$ -
Designed, Verified and Assigned Date		\$ 7.76	\$ -
Plant Test Date		\$ 52.27	\$ -
<u>DS0</u>			
<u>DIGITAL LOOPS</u>			
Service Order Portion to be applied to each critical date below		\$ 0.36	\$ -
Design Layout report date		\$ -	\$ -
Records Issue Date		\$ -	\$ -
Designed, Verified and Assigned Date		\$ -	\$ -
Plant Test Date		\$ -	\$ -
<u>DS1</u>			
Service Order Portion to be applied to each critical date below		\$ 2.38	\$ -
Design Layout report date		\$ 15.04	\$ -
Records Issue Date		\$ 15.04	\$ -
Designed, Verified and Assigned Date		\$ 45.33	\$ -
Plant Test Date		\$ 65.75	\$ -
<u>DS3</u>			
Service Order Portion to be applied to each critical date below		\$ 2.38	\$ -
Design Layout report date		\$ 16.05	\$ -
Records Issue Date		\$ 16.05	\$ -
Designed, Verified and Assigned Date		\$ 43.27	\$ -
Plant Test Date		\$ 66.14	\$ -
<u>Due Date Change Charge. PER ORDER PER OCCASION</u>			
Analog Loop		\$ 3.62	\$ -
Digital DS0		\$ 0.26	\$ -
Digital DS1		\$ 0.55	\$ -
Digital DS3		\$ 0.55	\$ -
<b>Subloops</b>			
MDF to ECS subloop charge 2-Wire Analog Area A (Metro)	\$ 6.98		
MDF to ECS subloop charge 2-Wire Analog Area B (Suburban)	\$ 6.85		
MDF to ECS subloop charge 2-Wire Analog Area C (Rural)	\$ 7.54		
MDF to SAI subloop charge 2-Wire Analog Area A (Metro)	\$ 5.06		
MDF to SAI subloop charge 2-Wire Analog Area B (Suburban)	\$ 5.86		
MDF to SAI subloop charge 2-Wire Analog Area C (Rural)	\$ 6.08		
MDF to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 7.46		
MDF to Terminal subloop charge 2-Wire Analog Area B (Suburban)	\$ 8.96		
MDF to Terminal subloop charge 2-Wire Analog Area C (Rural)	\$ 12.16		
ECS to SAI subloop charge 2-Wire Analog Area A (Metro)	\$ 1.10		
ECS to SAI subloop charge 2-Wire Analog Area B (Suburban)	\$ 1.04		
ECS to SAI subloop charge 2-Wire Analog Area C (Rural)	\$ 1.10		
ECS to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 3.50		
ECS to Terminal subloop charge 2-Wire Analog Area B (Suburban)	\$ 4.14		
ECS to Terminal subloop charge 2-Wire Analog Area C (Rural)	\$ 7.17		
ECS to NID subloop charge 2-Wire Analog Area A (Metro)	\$ 5.17		
ECS to NID subloop charge 2-Wire Analog Area B (Suburban)	\$ 5.95		
ECS to NID subloop charge 2-Wire Analog Area C (Rural)	\$ 9.21		
SAI to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 2.90		

		<b>SBC MI</b>	<b>SBC Michigan</b>	
		<b>Recurring</b>	<b>Non-Recurring</b>	
			<b>Connect</b>	<b>Disconnect</b>
SAI to Terminal subloop charge 2-Wire Analog Area B (Suburban)		\$ 3.55		
SAI to Terminal subloop charge 2-Wire Analog Area C (Rural)		\$ 6.55		
SAI to NID subloop charge 2-Wire Analog Area A (Metro)		\$ 4.57		
SAI to NID subloop charge 2-Wire Analog Area B (Suburban)		\$ 5.35		
SAI to NID subloop charge 2-Wire-Analog Area C (Rural)		\$ 8.59		
Terminal to NID subloop charge 2-Wire Analog Area A (Metro)		\$ 2.13		
Terminal to NID subloop charge 2-Wire Analog Area B (Suburban)		\$ 2.28		
Terminal to NID subloop charge 2-Wire Analog Area C (Rural)		\$ 2.56		
MDF to ECS subloop charge 4-Wire Analog Area A (Metro)		\$ 28.02		
MDF to ECS subloop charge 4-Wire Analog Area B (Suburban)		\$ 26.45		
MDF to ECS subloop charge 4-Wire Analog Area C (Rural)		\$ 27.69		
MDF to SAI subloop charge 4-Wire Analog Area A (Metro)		\$ 15.96		
MDF to SAI subloop charge 4-Wire Analog Area B (Suburban)		\$ 19.54		
MDF to SAI subloop charge 4-Wire Analog Area C (Rural)		\$ 19.80		
MDF to Terminal subloop charge 4-Wire Analog Area A (Metro)		\$ 20.18		
MDF to Terminal subloop charge 4-Wire Analog Area B (Suburban)		\$ 25.04		
MDF to Terminal subloop charge 4-Wire Analog Area C (Rural)		\$ 31.08		
ECS to SAI subloop charge 4-Wire Analog Area A (Metro)		\$ 2.11		
ECS to SAI subloop charge 4-Wire Analog Area B (Suburban)		\$ 2.00		
ECS to SAI subloop charge 4-Wire Analog Area C (Rural)		\$ 2.11		
ECS to Terminal subloop charge 4-Wire Analog Area A (Metro)		\$ 6.33		
ECS to Terminal subloop charge 4-Wire Analog Area B (Suburban)		\$ 7.50		
ECS to Terminal subloop charge 4-Wire Analog Area C (Rural)		\$ 13.39		
ECS to NID subloop charge 4-Wire Analog Area A (Metro)		\$ 7.97		
ECS to NID subloop charge 4-Wire Analog Area B (Suburban)		\$ 9.12		
ECS to NID subloop charge 4-Wire-Analog Area C (Rural)		\$ 15.47		
SAI to Terminal subloop charge 4-Wire Analog Area A (Metro)		\$ 5.17		
SAI to Terminal subloop charge 4-Wire Analog Area B (Suburban)		\$ 6.36		
SAI to Terminal subloop charge 4-Wire Analog Area C (Rural)		\$ 12.19		
SAI to NID subloop charge 4-Wire Analog Area A (Metro)		\$ 6.81		
SAI to NID subloop charge 4-Wire Analog Area B (Suburban)		\$ 7.98		
SAI to NID subloop charge 4-Wire Analog Area C (Rural)		\$ 14.27		
Terminal to NID subloop charge 4-Wire Analog Area A (Metro)		\$ 2.13		
Terminal to NID subloop charge 4-Wire Analog Area B (Suburban)		\$ 2.07		
Terminal to NID subloop charge 4-Wire Analog Area C (Rural)		\$ 2.69		
MDF to ECS subloop charge 2-Wire DSL Area A (Metro)		\$ 5.04		
MDF to ECS subloop charge 2-Wire DSL Area B (Suburban)		\$ 5.81		
MDF to ECS subloop charge 2-Wire DSL Area C (Rural)		\$ 9.37		
MDF to SAI subloop charge 2-Wire DSL Area A (Metro)		\$ 5.30		
MDF to SAI subloop charge 2-Wire DSL Area B (Suburban)		\$ 6.34		
MDF to SAI subloop charge 2-Wire DSL Area C (Rural)		\$ 9.11		
MDF to Terminal subloop charge 2-Wire DSL Area A (Metro)		\$ 7.78		
MDF to Terminal subloop charge 2-Wire DSL Area B (Suburban)		\$ 9.55		
MDF to Terminal subloop charge 2-Wire DSL Area C (Rural)		\$ 15.03		
ECS to SAI subloop charge 2-Wire DSL Area A (Metro)		\$ 1.07		
ECS to SAI subloop charge 2-Wire DSL Area B (Suburban)		\$ 0.99		
ECS to SAI subloop charge 2-Wire DSL Area C (Rural)		\$ 1.04		
ECS to Terminal subloop charge 2-Wire DSL Area A (Metro)		\$ 3.55		
ECS to Terminal subloop charge 2-Wire DSL Area B (Suburban)		\$ 4.21		
ECS to Terminal subloop charge 2-Wire DSL Area C (Rural)		\$ 6.96		
ECS to NID subloop charge 2-Wire DSL Area A (Metro)		\$ 5.27		
ECS to NID subloop charge 2-Wire DSL Area B (Suburban)		\$ 6.07		
ECS to NID subloop charge 2-Wire-DSL Area C (Rural)		\$ 8.95		
SAI to Terminal subloop charge 2-Wire DSL Area A (Metro)		\$ 2.95		
SAI to Terminal subloop charge 2-Wire DSL Area B (Suburban)		\$ 3.61		
SAI to Terminal subloop charge 2-Wire DSL Area C (Rural)		\$ 6.34		
SAI to NID subloop charge 2-Wire DSL Area A (Metro)		\$ 4.67		
SAI to NID subloop charge 2-Wire DSL Area B (Suburban)		\$ 5.48		

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	
		Connect	Disconnect
SAI to NID subloop charge 2-Wire DSL Area C (Rural)	\$ 8.33		
Terminal to NID subloop charge 2-Wire DSL Area A (Metro)	\$ 2.20		
Terminal to NID subloop charge 2-Wire DSL Area B (Suburban)	\$ 2.36		
Terminal to NID subloop charge 2-Wire DSL Area C (Rural)	\$ 2.50		
<b>Sub-Loops (continued)</b>			
MDF to ECS subloop charge 4-Wire DSL Area A (Metro)	\$ 10.09		
MDF to ECS subloop charge 4-Wire DSL Area B (Suburban)	\$ 11.63		
MDF to ECS subloop charge 4-Wire DSL Area C (Rural)	\$ 18.74		
MDF to SAI subloop charge 4-Wire DSL Area A (Metro)	\$ 10.98		
MDF to SAI subloop charge 4-Wire DSL Area B (Suburban)	\$ 13.06		
MDF to SAI subloop charge 4-Wire DSL Area C (Rural)	\$ 18.55		
MDF to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 15.68		
MDF to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 19.16		
MDF to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 30.19		
ECS to SAI subloop charge 4-Wire DSL Area A (Metro)	\$ 2.12		
ECS to SAI subloop charge 4-Wire DSL Area B (Suburban)	\$ 1.96		
ECS to SAI subloop charge 4-Wire DSL Area C (Rural)	\$ 2.05		
ECS to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 6.82		
ECS to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 8.06		
ECS to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 13.69		
ECS to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 8.65		
ECS to NID subloop charge 4-Wire DSL Area B (Suburban)	\$ 9.86		
ECS to NID subloop charge 4-Wire-DSL Area C (Rural)	\$ 15.84		
SAI to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 5.66		
SAI to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 6.92		
SAI to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 12.49		
SAI to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 7.49		
SAI to NID subloop charge 4-Wire DSL Area B (Suburban)	\$ 8.72		
SAI to NID subloop charge 4-Wire DSL Area C (Rural)	\$ 14.64		
Terminal to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 2.37		
Terminal to NID subloop charge 4-Wire DSL Area B (Suburban)	\$ 2.29		
Terminal to NID subloop charge 4-Wire DSL Area C (Rural)	\$ 2.78		
MDF to ECS Subloop Charge 2-Wire ISDN Area A (Metro)	\$ 16.21		
MDF to ECS Subloop Charge 2-Wire ISDN Area B (Suburban)	\$ 16.32		
MDF to ECS Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 18.10		
MDF to SAI subloop charge 2-Wire ISDN Area A (Metro)	\$ 8.86		
MDF to SAI Subloop Charge 2-Wire ISDN Area B (Suburban)	\$ 11.65		
MDF to SAI Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 12.45		
MDF to Terminal subloop charge 2-Wire ISDN Area A (Metro)	\$ 11.10		
MDF to Terminal Subloop Charge 2-Wire ISDN Area B (Suburban)	\$ 14.54		
MDF to Terminal Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 18.05		
MDF to RT Subloop Charge 4-Wire DS1 Area A (Metro)	\$ 63.61		
MDF to RT Subloop Charge 4-Wire DS1 Area B (Suburban)	\$ 65.75		
MDF to RT Subloop Charge 4-Wire DS1 Area C (Rural)	\$ 69.25		
MDF to RT Subloop Charge-DS3 Area A (Metro)	\$ 320.21		
MDF to RT Subloop Charge-DS3 Area B (Suburban)	\$ 374.10		
MDF to RT Subloop Charge-DS3 Area C (Rural)	\$ 467.37		
<b>Sub-Loop Non-Recurring Charges</b>			
Service Order Charge			
Establish, per occasion		\$ 3.62	\$ 2.13
Add or change, per occasion		\$ 3.54	\$ -
Provisioning			
2-wire Analog		\$ 20.20	\$ 6.71
4-wire Analog		\$ 20.20	\$ 6.71
2-wire DSL		\$ 20.20	\$ 6.71
4-wire DSL		\$ 20.20	\$ 6.71



	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	
		Connect	Disconnect
2-wire ISDN		\$ 20.20	\$ 6.71
2-wire DS1		\$ 146.76	\$ 52.02
DS3		\$ 162.48	\$ 64.68
<b>Loop Qualification</b>			
Manual Loop Qualification		\$ -	
Mechanized Loop Qualification		\$ -	
<b>Loop Conditioning - For Loop Facilities</b>			
For Loop Facilities > 12 kft and < 17.5 kft			
- Remove Load Coils		\$ -	
- Remove Bridged Taps		\$ -	
-Restore Bridged Taps		\$ -	
- Remove Repeater		\$ -	
- Remove Load Coils & Bridged Taps		\$ -	
- Restore Load Coils & Bridged Taps		\$ -	
- Remove Bridged Taps & Repeater		\$ -	
- Restore Bridged Taps & Repeater		\$ -	
For Loop Facilities > 17.5 kft			
- Remove Load Coil		\$ -	
- Remove Bridged Tap		\$ -	
- Restore Bridged Tap		\$ -	
- Remove Repeater		\$ -	
- Remove Load Coil & Bridged Tap		\$ -	
- Restore Load Coil & Bridged Tap		\$ -	
- Remove Bridged Tap & Repeater		\$ -	
- Restore Bridged Tap & Repeater		\$ -	
<b>Subloop Conditioning - For subloop Facilities</b>			
For subloop Facilities > 12 kft and < 17.5 kft			
- Remove Load Coils		\$ -	
- Remove Bridged Taps		\$ -	
-Restore Bridged Taps		\$ -	
- Remove Repeater		\$ -	
- Remove Load Coils & Bridged Taps		\$ -	
- Restore Load Coils & Bridged Taps		\$ -	
- Remove Bridged Taps & Repeater		\$ -	
- Restore Bridged Taps & Repeater		\$ -	
For subloop Facilities > 17.5 kft			
- Remove Load Coil		\$ -	
- Remove Bridged Tap		\$ -	
- Restore Bridged Tap		\$ -	
- Remove Repeater		\$ -	
- Remove Load Coil & Bridged Tap		\$ -	
- Restore Load Coil & Bridged Tap		\$ -	
- Remove Bridged Tap & Repeater		\$ -	
- Restore Bridged Tap & Repeater		\$ -	
<b>Cross-Connects</b>			
2-Wire	\$ 0.13		
4-Wire	\$ 0.27		
DS1	\$ 16.46		
DS3	N/A		
<b>Custom Routing</b>			
Custom Routing, via LCC - New LCC, per LCC, per switch		\$ 259.04	\$ -
Custom Routing, via LCC - New Network Routing, per route, per switch		\$ 28.09	\$ 27.58
Custom Routing, via AIN, of OS / DA per route, per switch		\$ 28.09	\$ 28.09
<b>Unbundled Directory Assistance</b>			

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
Information Call Completion	\$ 0.004099		
Directory Assistance / per occurrence	\$ 0.248852		
Branding Cost per call	\$ 0.003090		
Branding, per switch, initial load (same branding announcement)		\$ 1,098.67	
Branding, per switch, subsequent load (same branding announcement)		\$ 143.75	
<b>Unbundled Operator Services</b>			
Manual Call Assistance (NO LIDB VALIDATION) PER OCCURANCE	\$ 0.276712		
Manual Call Assistance (LIDB VALIDATION) PER OCCURANCE	\$ 0.277175		
Automated Call Assistance per Occurrence	\$ 0.017312		
Busy Line Verification	\$ 0.641135		
Busy Line Verification Interrupt	\$ 0.734555		
Branding Cost per call	\$ 0.003090		
Branding, per switch, initial load (same branding announcement)		\$ 1,098.67	
Branding, per switch, subsequent load (same branding announcement)		\$ 143.75	
<b>Directory Listing Services</b>			
Initial Load per listing	\$ 0.010794		
Update per listing	\$ 0.010794		
Update per month	\$ 919.70		
Distribute tape to customer per customer - Monthly	\$ 77.00		
Set up per customer		\$ 495.08	
<b>Unbundled Transport</b>			
<b>DS1 UDT Rates</b>			
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 1	\$ 12.39		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 2	\$ 12.28		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 3	\$ 13.17		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - InterZone	\$ 13.36		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 1	\$ 0.69		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 2	\$ 0.77		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 3	\$ 0.50		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - InterZone	\$ 0.20		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 1	\$ 280.24		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 2	\$ 280.24		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 3	\$ 280.24		
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 1		\$ 75.28	\$ -
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 2		\$ 75.28	\$ -
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 3		\$ 75.28	\$ -
DS1 IOF NRC Zone 1		\$ 57.80	\$ 22.70
DS1 IOF NRC zone 2		\$ 57.80	\$ 22.70
DS1 IOF NRC zone 3		\$ 57.80	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
<b>Cancellation or Change Service Charge , per last critical date reached.</b>			
<b>DS1</b>			
Service Order Portion to be applied to each critical date below		\$ 2.07	
Design Layout Report Date		\$ 21.09	
Records Issue Date		\$ 21.09	
Designed, Verified and Assigned Date		\$ 31.63	
Plant Test Date		\$ 59.16	
<b>Due date Change Charge, per order or occasion</b>			
DS1		\$ 0.43	
DS3		\$ 0.43	
<b>DS3 UDT Rates</b>			
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 1	\$ 129.82		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 2	\$ 114.98		

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	
		Connect	Disconnect
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 3	\$ 110.02		
DS3 Interoffice Mileage Termination - Per Point of Termination - InterZone	\$ 121.50		
DS3 Interoffice Mileage - Per Mile - Zone 1	\$ 6.20		
DS3 Interoffice Mileage - Per Mile - Zone 2	\$ 3.84		
DS3 Interoffice Mileage - Per Mile - Zone 3	\$ 9.52		
DS3 Interoffice Mileage - Per Mile - InterZone	\$ 3.73		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 1	\$ 414.55		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 2	\$ 414.55		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 3	\$ 414.55		
DS3 IOF NRC Zone 1		\$ 74.59	\$ 22.70
DS3 IOF NRC zone 2		\$ 74.59	\$ 22.70
DS3 IOF NRC zone 3		\$ 74.59	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
<b>Cancellation or Change Service Charge , per last critical date reached.</b>			
<b>DS3</b>			
Service Order Portion to be applied to each critical date below		\$ 2.07	
Design Layout Report Date		\$ 20.38	
Records Issue Date		\$ 20.97	
Designed, Verified and Assigned Date		\$ 53.61	
Plant Test Date		\$ 76.53	
<b>Unbundled Dark Fiber</b>			
<b>Dark Fiber - Interoffice</b>			
Interoffice Mileage Termination	\$ 25.34		
Interoffice Mileage	\$ 0.002196		
Interoffice Cross Connect	\$ 2.11		
Interoffice Inquiry (Provisioning) Charge, per request		\$ 338.03	\$ -
Interoffice Inquiry (Service Order) Charge, per request		\$ 2.33	\$ -
Interoffice Administration Charge, per order		\$ 14.35	\$ 16.19
Interoffice Connection Charge, per strand		\$ 466.62	\$ 157.40
Interoffice Cross-Connects, per strand		\$ 3.62	\$ 3.62
Interoffice Mileage Termination		\$ -	\$ -
Interoffice Mileage-per strand per foot		\$ -	\$ -
Interoffice Cross Connect		\$ -	\$ -
<b>RECIPROCAL COMPENSATION</b>			
End Office Local Termination			
Set up charge, per call	\$ 0.000622		
Duration charge, per MOU	\$ 0.000521		
Tandem Switching			
Set up charge, per call	\$ 0.000322		
Duration charge, per MOU	\$ 0.000337		
Tandem Transport Termination			
Set up charge, per call	\$ 0.000077		
Duration charge, per MOU	\$ 0.000081		
Tandem Transport Facility per MOU, per Mile	\$ 0.000001		
<b>TRANSIT SERVICE</b>			
Tandem Switching			
per minute of use	\$ 0.000309		
Tandem Termination			
per minute of use	\$ 0.000105		
Tandem Facility			
per minute of use	\$ 0.000040		
<b>Special Access to UNE Loop and Transport</b>			
Project Administrative Charge, per service order		\$ 4.30	
Channelized DS3 - Design & Coordination (with mileage)		\$ 4.42	

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	
		Connect	Disconnect
Channelized DS3 - Demarcation Re-tag (with mileage)		\$ -	
Channelized DS1 - Design & Coordination (with mileage)		\$ 4.34	
Channelized DS1 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS3 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS1 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS0 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (with mileage)		\$ -	
Channelized DS3 - Design & Coordination (without mileage)		\$ 4.52	
Channelized DS3 - Demarcation Re-tag (without mileage)		\$ -	
Channelized DS1 - Design & Coordination (without mileage)		\$ 4.34	
Channelized DS1 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS3 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS1 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS0 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (without mileage)		\$ -	
<b>Enhanced Extended Loop (EEL)</b>			
Note: EELs will be equal to sum of the rates associated with the individual unbundled network elements comprising the EEL. The rates will be based on the rates for the unbundled loop and the unbundled dedicated transport that comprise the EEL, and any unbundled multiplexing and unbundled clear channel capability as requested or required.			
Following is a list of EELs available under this Price Schedule:			
2-Wire Analog Loop to DS1 Dedicated Transport facilities			
2-Wire Analog Loop to DS3 Dedicated Transport facilities			
4-Wire Analog Loop to DS1 Dedicated Transport facilities			
4-Wire Analog Loop to DS3 Dedicated Transport facilities			
2-Wire Digital Loop to DS1 Dedicated Transport facilities			
2-Wire Digital Loop to DS3 Dedicated Transport facilities			
4-Wire Digital Loop(DS1 Loop) to DS1 Dedicated Transport facilities			
4-Wire Digital Loop(DS1 Loop) to DS3 Dedicated Transport facilities			
<b>Resale</b>			
Resale Discount	16.62%		
<b>Physical Collocation</b>			
Planning Fees:			
Physical Collocation - Initial (monthly per 100 SF)	\$ 19.26		
Physical Collocation - Initial (per request)		\$ 3,735.92	
Physical Collocation - Subsequent Cable Only		\$ 1,293.20	
Common/Shared Collocation - Initial (monthly per 100 SF)	\$ 0.89		
Common/Shared Collocation - Initial (per request)		\$ 3,161.16	
Common/Shared Collocation - Subsequent Cable Only		\$ 1,293.20	
Cageless Collocation - Initial		\$ 4,741.75	
Cageless Collocation - Subsequent Cable Only		\$ 1,436.89	
Adjacent On-Site Collocation - Initial		\$ 6,466.02	
Adjacent On-Site Collocation - Subsequent Cable Only		\$ 1,293.20	
Adjacent Off-Site Collocation - Initial		\$ 1,427.49	
Physical Caged Collocation:			
Physical Land and Building (per 100 SF cage)	\$ 907.64		
Physical Cage Preparation (per 100 SF cage)	\$ 55.44		
HVAC (per 10 amps of DC power)	\$ 5.88		

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
Physical Cable Racking (per 100 SF cage)	\$ 28.85		
Physical Grounding (per 100 SF cage)	\$ 4.50		
Cageless Collocation:			
Land and Building Charge (per 1/4 rack)	\$ 11.14		
Relay Rack Charge (Optional) (per 1/4 rack)	\$ 2.67		
HVAC (per 10 amps of DC power)	\$ 5.88		
Caged/Common Collocation:			
Land and Building (per common area linear foot)	\$ 42.15		
Cage Preparation (per common area linear foot)	\$ 2.09		
HVAC (per 10 amps of DC power)	\$ 5.88		
Physical Cable Racking (per common area linear foot)	\$ 4.54		
Physical Grounding (per common area linear foot)	\$ 0.21		
Power Consumption - DC Usage			
Physical Caged Collocation (per AMP)	\$ 6.10		
Common Caged Collocation (per AMP)	\$ 6.10		
Cageless Collocation (per AMP)	\$ 6.50		
Adjacent On-Site Collocation (per AMP)	\$ 5.22		
Power Consumption - AC Usage			
Physical Caged Collocation (per AMP)	\$ 4.00		
Common Caged Collocation (per AMP)	\$ 4.00		
Cageless Collocation (per AMP)	\$ 4.00		
Adjacent On-Site Collocation (per AMP)	\$ 4.00		
Security Cards (5 cards)		\$ 92.77	
Interconnection Arrangement Options			
Physical Caged Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.92	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
Common Caged Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
Cageless Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
Adjacent On-Site Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,818.09	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.67	\$ 1,818.09	
DS1 Racking	\$ 0.62		
Adjacent Off-Site Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
DS1 Arrangement (450 DS1s) - MDF	\$ 355.52	\$ 694.94	
Physical Caged Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.66	\$ 363.31	
DS3 Arrangement (1 DS3) - DSX	\$ 12.84	\$ 363.31	
Common Caged Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.59	\$ 363.31	
DS3 Arrangement (1 DS3) - DSX	\$ 12.84	\$ 363.31	
Cageless Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.66	\$ 363.31	
DS3 Arrangement (1 DS3) - DSX	\$ 12.84	\$ 363.31	
Adjacent On-Site Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.68	\$ 464.59	
DS3 Arrangement (1 DS3) - DSX	\$ 12.86	\$ 464.59	
DS3 Racking	\$ 0.62		
Physical Caged Collocation - Voice Grade Arrangement (100 pairs)	\$ 6.44	\$ 936.26	
Common Caged Collocation - Voice Grade Arrangement (100 pairs)	\$ 6.44	\$ 936.26	
Cageless Collocation - Voice Grade Arrangement (100 pairs)	\$ 6.51	\$ 936.26	
Adjacent On-Site Collocation - Voice Grade Arrangement (100 pairs)	\$ 6.31	\$ 1,065.28	
Adjacent On-Site Collocation - Voice Grade Racking	\$ 0.54		
Adjacent On-Site Collocation - Rack between CO Outside Wall and Adjacent On-Site, per rack	\$ 35.80	\$ 300.72	

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
Adjacent Off-Site Collocation - Voice Grade Arrangement (900 pairs)	\$ 355.52	\$ 694.94	
Optical Circuit Arrangement (12 Fiber pairs)			
Physical Caged Collocation - (per Cable)	\$ 8.32	\$ 2,622.86	
Common Caged Collocation - (per Cable)	\$ 8.32	\$ 2,622.86	
Cageless Collocation - (per Cable)	\$ 8.32	\$ 2,277.74	
Adjacent On-Site Collocation - (per Cable)	\$ 8.34	\$ 2,912.75	
Adjacent On-Site Collocation - Optical Racking	\$ 0.77		
Adjacent Off-Site Collocation - (per Cable)	\$ 9.14	\$ 2,903.19	
<b>Power Arrangement</b>			
Physical Caged Collocation			
Power Delivery - 40 AMP		\$ 170.71	
Power Delivery - 100 AMP		\$ 222.66	
Power Delivery - 200 AMP		\$ 290.20	
Physical Cageless Collocation	\$ 0.08		
Common Caged Collocation			
Power Delivery - 40 AMP		\$ 170.71	
Power Delivery - 100 AMP		\$ 222.66	
Power Delivery - 200 AMP		\$ 290.20	
Adjacent On-Site Collocation	\$ -		
Power Delivery - 200 AMP	\$ 16.02	\$ 6,058.45	
Power Delivery - 400 AMP	\$ 32.03	\$ 11,764.36	
Power Delivery - 600 AMP	\$ 33.80	\$ 15,543.72	
Power Delivery - 800 AMP	\$ 50.71	\$ 23,139.31	
Cable Rack between CO Outside Wall and Adjacent On-Site	\$ 35.48	\$ 297.75	
Cable Entrance, per wall opening		\$ 714.83	
Entrance Fiber Structure Charge (per 125 foot Innerduct)	\$ 1.94		
Entrance Fiber, per cable sheath			
Physical Caged Collocation	\$ 2.71	\$ 1,598.37	
Common Caged Collocation	\$ 2.71	\$ 1,598.37	
Cageless Collocation	\$ 14.97	\$ 1,598.37	
Adjacent On-Site Collocation	\$ 31.26	\$ 2,880.83	
Adjacent On-Site Collocation Arrangement			
Land Rental, per square foot	\$ 0.39		
Collocation-to-Collocation Arrangement			
Physical to Physical			
Fiber Cable (12 Fiber Pairs)	\$ 0.84	\$ 2,277.74	
DS1 Cable (29 DS1s)	\$ 0.76	\$ 1,421.73	
DS3 Cable (1 DS3)	\$ 0.76	\$ 363.31	
Cageless to Cageless			
Fiber Cable (12 Fiber Pairs)	\$ 0.25	\$ 897.29	
DS1 Cable (29 DS1s)	\$ 0.20	\$ 560.08	
DS3 Cable (1 DS3)	\$ 0.20	\$ 143.12	
Physical/Cageless to Virtual			
Fiber Cable (12 Fiber Pairs)	\$ 0.24	\$ 829.91	
DS1 Cable (29 DS1s)	\$ 0.19	\$ 518.01	
DS3 Cable (1 DS3)	\$ 0.19	\$ 132.37	
<b>Virtual Collocation</b>			
Planning			
Initial		\$ 4,741.75	
Subsequent/Cable Only		\$ 1,436.89	
Land and Building (per 1/4 bay framework)	\$ 11.14		
Relay Rack (per 1/4 rack)	\$ 2.67		

	<b>SBC MI</b>	<b>SBC Michigan</b>	
	<b>Recurring</b>	<b>Non-Recurring</b>	<b>Disconnect</b>
		<b>Connect</b>	
HVAC (per 10 amps of DC power consumption)	\$ 5.88		
Entrance Fiber (per cable)	\$ 14.97	\$ 1,598.37	
Entrance Fiber Structure Charge	\$ 1.94		
Power Delivery	\$ 0.08		
Power Consumption			
DC Power (per AMP)	\$ 6.50		
AC Power (per AMP)	\$ 4.00		
Voice Grade Interconnection Arrangement (per 100 pairs)	\$ 6.51	\$ 936.26	
DS1 Interconnection Arrangement to DCS (per 28 DS1s)	\$ 297.90	\$ 1,421.73	
DS1 Interconnection Arrangement to DSX (per 28 DS1s)	\$ 14.65	\$ 1,421.73	
DS3 Interconnection Arrangement to DCS (per 1 DS3)	\$ 74.66	\$ 363.31	
DS3 Interconnection Arrangement to DSX (per 1 DS3)	\$ 12.84	\$ 363.31	
Fiber Interconnection arrangement (per 12 fiber pairs)	\$ 8.32	\$ 2,277.74	
Collocation to Collocation Arrangement			
Fiber Cable (per 12 fiber cable)	\$ 0.25	\$ 897.29	
DS1 Cable (per 28 DS1s)	\$ 0.20	\$ 560.08	
DS3 Cable (per 1 DS3)	\$ 0.20	\$ 143.12	
Equipment Maintenance and Security Escort			
Equipment Maintenance			
Staffed Building			
Access during attended hours			
Each 1/4 hour		\$ 17.76	
Each additional 1/4 hour		\$ 17.76	
Access during unattended hours			
4 hour minimum		\$ 284.20	
Each additional 1/4 hour		\$ 17.76	
Unstaffed Building			
Access during normal business day			
Each 1/4 hour		\$ 17.76	
Each additional 1/4 hour		\$ 17.76	
Access during non-normal business day			
4 hour minimum		\$ 284.20	
Each additional 1/4 hour		\$ 17.76	
Security Escort			
Staffed Building			
Access during attended hours			
Each 1/4 hour		\$ 15.83	
Each additional 1/4 hour		\$ 15.83	
Access during unattended hours			
4 hour minimum		\$ 253.32	
Each additional 1/4 hour		\$ 15.83	
Unstaffed Building			
Access during normal business day			
Each 1/4 hour		\$ 15.83	
Each additional 1/4 hour		\$ 15.83	
Access during non-normal business day			
4 hour minimum		\$ 253.32	
Each additional 1/4 hour		\$ 15.83	

# RECIPROCAL COMPENSATION



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## RECIPROCAL COMPENSATION

### 1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between AT&T MICHIGAN and PFN, but only to the extent they are interconnected and exchanging calls pursuant to this Interconnection Agreement. With respect to Reciprocal Compensation, any inconsistencies between the provisions of this Appendix and other provisions of this Interconnection Agreement shall be governed by the provisions of this Appendix.

### 2. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

2.1 For the purposes of compensation under this Appendix the Telecommunications traffic exchanged between PFN and AT&T MICHIGAN will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional Calling Area Traffic, intraLATA Toll Traffic, FX Traffic, FGA Traffic, or Meet Point Billing. The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own local service areas for the purpose of providing telecommunications services to its own customers. The provisions of this Appendix apply to calls originated by either Parties' end users over the originating carrier's facilities or over Unbundled Network Elements; they do not apply to traffic originated over facilities provided under local Resale arrangements. AT&T MICHIGAN will compensate PFN 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 MICHIGAN's Resale Service.

2.2 Intentionally Omitted.

2.3 Intentionally Omitted.

2.4 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (*i.e.*, each Party has established its originating trunks as well as any ancillary functions (*e.g.*, 9-1-1) and is capable of fully supporting originating and terminating end user customers' (and not a Party's test) traffic.

2.5 The Reciprocal Compensation arrangements set forth in this Appendix, except as set forth in Section 4 below, are not applicable to (i) Exchange Access traffic and, subject to the Intervening Law provisions of this Agreement, 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 in compliance with FCC Order 01-131 (April 2001). All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

2.6 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.

2.7 Intentionally Omitted.

2.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

2.9 Exchange Access traffic is the offering by an incumbent or competitive Local Exchange Company of services or facilities to an Inter-exchange Carrier for the purpose of the origination or termination of telephone Toll Service. Such traffic includes inter-LATA and intra-LATA toll calls and is not subject to reciprocal compensation.

- 2.10 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a local calling area other than the 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).
- 2.10.1 Pursuant to the Michigan Commission Arbitration Award in Dockets U-12952, U-12460, and U-12382, the transport and termination compensation for voice virtual FX, Dedicated FX and FX-type Traffic is subject to reciprocal compensation rates set forth in Section 4 in AT&T MICHIGAN.
- 2.10.2 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement in AT&T MICHIGAN, the Parties agree to compensate each other for such traffic at the rate set forth in Section 5.7 pursuant to the FCC's interim ISP terminating compensation plan.
- 2.11 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 4.1) 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 below not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:
- FX Traffic
  - Optional EAS Traffic
  - IntraLATA Interexchange Traffic
  - InterLATA Interexchange Traffic
  - 800, 888, 877, ("8YY") Traffic
  - Feature Group A Traffic
  - Feature Group D Traffic
- 2.12 The Parties agree that, for the purposes of this Appendix, either Parties' 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 below do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 2.10; (b) 8YY Traffic are set forth in Section 8; (c) Feature Group A Traffic are set forth in Section 2.10; (d) Feature Group D Traffic are set forth in Section 15; (e) IntraLATA Toll Traffic are set forth in Section 9; and/or (f) InterLATA Traffic are set forth in Section 15.

### 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the other Party.
- 3.2 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.4, below. For billing purposes, each Party shall pass original and true Calling Party Number (CPN). 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. Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network where available and to the extent technically feasible: (1) the original and true Calling Party Number (CPN), (2) the Originating Local Routing Number (LRN), (3) the Jurisdictional Identification

Parameter (JIP), and (4) the Calling Party Identification (CPI). If none of those forms of information are available and technically feasible, the Parties shall provide other information that identifies the originating Party, if available and technically feasible. Each Party will be responsible for passing on any CPN LRN, JIP, or CPI 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 LRN, JIP, or CPI. 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 including taking any actions required by PA 179 Section 305a.

- 3.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem. The Parties shall use the Calling Party Number ("CPN") to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties may jointly exchange industry standard jurisdictional factors, such as PIU, PIU, or PLU in order to determine the jurisdiction of the traffic subject to audit in Section 3.7.
- 3.4 With respect to traffic which is originated by end users of one Party and terminated to end users of the other Party, if the percentage of such traffic passed with the information required by Section 3.2 is greater than ninety percent (90%) of all such traffic, then the portion of such traffic that is delivered without the information required by Section 3.2 will be billed according to the rates applicable to Section 251(b)(5) Traffic and IntraLATA Toll Traffic and will be billed in direct proportion to the total MOUs of all Section 251 (b)(5) Traffic and IntraLATA Toll Traffic, respectively, delivered by the originating Party to the other Party with the information required by Section 3.2. If the percentage of traffic passed with the information required by Section 3.2 CPN is less than ninety percent (90%) of all such traffic, then the portion of such traffic that is delivered without the information required by Section 3.2 CPN will be billed entirely according to the rates applicable to IntraLATA Toll Traffic.
- 3.5 PFN has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding PFN's traffic and such other carriers' traffic, including without limitation any where PFN originates traffic to or terminates traffic from an end user being served by a third party telecommunications carrier using an AT&T MICHIGAN non-resale offering whereby AT&T MICHIGAN provides the end office switching on a wholesale basis to such telecommunications carrier, and by which such telecommunications carrier uses it to offer to end users wireline local telephone exchange service. In no event will AT&T MICHIGAN have any liability to PFN or any third party if PFN fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier where AT&T MICHIGAN provides end office switching with whom PFN does not have a traffic compensation agreement, PFN will indemnify, defend and hold harmless AT&T MICHIGAN against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and PFN will bill their respective charges directly to each other. AT&T MICHIGAN will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T MICHIGAN may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.
- 3.6 Where the Parties are performing a transiting function as defined herein, the transiting Party will pass the original and true CPN, JIP, LRN, and CPI if it is received from the originating third-party. Either Party may present reports indicating the month, the terminating end office CLLI, volume of traffic transited and OCN of each originating carrier that does not pass the original and true CPN, JIP, LRN, or CPI.
- 3.6.1 AT&T MICHIGAN will provide reports pursuant to Section 3.6 until such time that EMI Call Detail Records are provided in lieu of the monthly reports. A minimum 90 days notice will be given to PFN prior to elimination of reports. The reports will be continued for the usage month in which EMI Records are initially provided. Reports for successor usage months will be discontinued.
- 3.7 If, as a result of the audit, either Party has misstated the jurisdictional factor or misreported the call detail usage by ten percent (10%) 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.

The misstated jurisdictional factor shall be applied retroactively to billing and the resulting true up will be completed within 60 days not subject to dispute resolution in Section 6.

### 3.8 Intentionally Omitted.

## 4. RATES, TERMS, AND CONDITIONS FOR THE EXCHANGE OF SECTION 251(B)(5) AND ISP BOUND TRAFFIC BETWEEN THE PARTIES

### 4.1 DEFINITION OF SECTION 251(b) 5 TRAFFIC and ISP-Bound Traffic

4.1.1 Section 251(b)(5) Traffic shall mean telecommunications traffic exchanged between PFN and AT&T MICHIGAN in which:

- (i) the call is originated by a end user of one the Parties;
- (ii) the call originates and/or terminates in PFN's local service exchanges as licensed by the Commission;
- (iii) the call is routed over facilities that the parties have designated for the transporting of such traffic; and
- (iv) the call is classified as a local call by the originating provider in accordance with that provider's tariff filed and approved by the Commission.

4.1.2 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 PFN and AT&T MICHIGAN in which the originating End User of one Party terminates a call to an ISP served by the other Party when the criteria set forth in Section 4.1.1 are met.

4.1.2.1 In the state of MICHIGAN where AT&T MICHIGAN 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 5.3 below.

### 4.2 Reciprocal Compensation for Termination of Section 251 (b)(5) Traffic

4.2.1 Traffic exchanged between the Parties pursuant to Section 4.1.1 above that does not exceed a 3:1 terminating to originating ratio as set forth in Section 5.3 below, shall be considered Section 251 (b)(5) Traffic, AT&T MICHIGAN rates are subject to the compensation terms set forth in the Appendix Pricing Schedule. Notwithstanding anything to the contrary in this Agreement or Appendix, PFN may charge an asymmetrical rate for reciprocal compensation as permitted by applicable law.

4.2.2 Payment of reciprocal compensation on Section 251(b)(5) Traffic under Section 4.2.1 will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

4.2.3 In accordance with 47 U.S.C. §51.711(b), the Parties agree that asymmetrical rates for the transport and termination of PFN's Section 251(b)(5) Traffic may be established if PFN proves to the state commission on the basis of a cost study that the forward-looking costs for a network efficiently configured and operated by PFN exceeds the costs incurred by AT&T MICHIGAN and, consequently, that such a higher rate is justified. Upon issuance of a Order by the state commission approving PFN's cost study, the parties shall charge applicable asymmetrical rates based on the billing party's approved costs.

## 5. COMPENSATION FOR TERMINATION OF ISP BOUND TRAFFIC

- 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 PFN and AT&T MICHIGAN in which the originating End User of one Party terminates a call to an ISP served by the other Party pursuant to Section 4.1 above.
- 5.2 In the state of MICHIGAN, in which AT&T-MICHIGAN 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 5.3 of this Appendix.
- 5.3 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that Traffic exchanged between the Parties pursuant to Section 4.1 above that exceeds a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in Section 5.7. 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 and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the reciprocal compensation rates set forth in Section 4.2 for Section 251(b)(5) Traffic, and the rates set forth in Section 5.7 for ISP-Bound Traffic, subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.
- 5.4 For the purposes of billing, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 5.3 above unless the presumption has been rebutted as set forth in Section 5.3 above.
- 5.5 For Traffic exchanged between the Parties pursuant to Section 4.1 above that exceeds a 3:1 terminating to originating ratio as set forth in Section 5.3 above, the rates shall be the FCC's interim ISP terminating compensation rates set forth in Section 5.7.
- 5.6 The rates, terms and conditions in Section 5. apply only to the termination of all ISP-Bound Traffic as defined in Section 4.1 and are subject to the rebuttable presumption. Notwithstanding anything contrary in this Appendix, the rebuttable presumption applies to PFN and AT&T MICHIGAN.
- 5.7 The Parties agree to compensate each other for the transport and termination of all ISP-Bound Traffic on a minute of use basis, at \$.0007 or the Parties TELRIC rates, whichever is lower, per minute of use.
- 5.8 Payment of Intercarrier Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

## 6. DISPUTE RESOLUTION

- 6.1 Upon reasonable belief that traffic other than Section 251 (b)(5) Traffic and ISP-Bound Traffic as defined in Section 4.1 of this Appendix is being terminated at the rates in Section 4.2.1 and Section 5.7 either Party may request a meeting to confirm the jurisdictional nature of traffic delivered at such rate. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.
- 6.2 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement other than Section 251 (b)(5) Traffic and ISP-Bound Traffic for termination to the other party at the rates in Section 4.2.1 and Section 5.7. In the event the audit

reveals a substantial amount of traffic other than Section 251 (b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit. The party delivering such traffic will pay appropriate compensation for such traffic with interest at the commercial paper rate as referenced in the General Terms and Conditions of this Agreement.

- 6.3 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.
- 6.4 The audit provisions set out in Sections 6.1 through 6.3 above do not alter or affect audit provisions set out elsewhere in this Agreement.

## 7. INTERCARRIER COMPENSATION FOR WHOLESALE LOCAL SWITCHING TRAFFIC

- 7.1 Where PFN provides service to a PFN end user using any combination of network elements that utilizes an AT&T MICHIGAN non-resale offering, whereby AT&T MICHIGAN provides the end office switching on a wholesale basis, PFN 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 MICHIGAN is required to provide PFN with timely, complete and correct information to enable PFN to meet the requirements of this section.
- 7.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T MICHIGAN end users and PFN's end users that utilize an AT&T MICHIGAN non-resale offering whereby AT&T MICHIGAN provides the end office switching on a wholesale basis:
  - 7.2.1 For intra-switch Section 251 (b)(5) Traffic and ISP-Bound Traffic the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
  - 7.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T MICHIGAN end users and PFN's end users where PFN's end user originates a call that is terminated to a AT&T MICHIGAN end user, PFN shall pay the End Office Switch rate set forth in Appendix Pricing and as specified in Section 4.2.1 for the transport and termination of Section 251 (b)(5) Traffic, excluding ISP-Bound Traffic and the FCC Plan rate set forth in Section 5.7 for the transport and termination of ISP-Bound Traffic.

## 8. COMPENSATION FOR INTRALATA TOLL CALLS

- 8.1 For intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800/8YY Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff.
- 8.2 For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at termination access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's Interstate Access Service Tariff.

## 9. INTRALATA 800/8YY TRAFFIC

- 9.1 Intentionally Omitted.
- 9.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800/8YY Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. 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 customer billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 9.3 IntraLATA 800/8YY Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800/8YY query. Billing shall be based on originating and terminating NPA NXX.

## 10. MEET POINT BILLING (MPB) SPECIAL & SWITCHED ACCESS TRAFFIC COMPENSATION

- 10.1 Intentionally Omitted.
- 10.2 Compensation for Special Access Traffic shall be on a MPB basis as described below.
- 10.3 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC via the respective carrier's Access Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.
- 10.4 Billing to Interexchange Carriers (IXCs) 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.
- 10.5 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.
- 10.6 As detailed in the MECAB document and this Appendix, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in Exchange Message Interface ("EMI") format via a mutually acceptable electronic file transfer method. 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.
- 10.7 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or 8XX toll free service NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs), which may likewise be designated for such traffic in the future where the responsible Party is an IXC. The Party that performs the SSP function (launches the query to the 8XX toll free service database) will charge the 8XX toll free service provider for the database query in accordance with standard industry practices and applicable tariffs.
- 10.8 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.
- 10.9 Intentionally Omitted.
- 10.10 AT&T MICHIGAN and PFN agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.
- 10.11 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. This estimate may be based on several methodologies involving at least three (3), but no more than twelve (12) consecutive months of prior usage data, if available.

## **11. COMPENSATION FOR ORIGATION AND TERMINATION OF INTERLATA TRAFFIC NOT SUBJECT TO MEET POINT BILLING**

- 11.1 Where a Party originates or terminates its own end user InterLATA Traffic not subject to Meet Point Billing, such Party must purchase FGD access service from the other Party's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

## **12. BILLING FOR MUTUAL COMPENSATION**

- 12.1 The Parties agree to implement actual measurement of all traffic for purposes of billing each other for terminating traffic. Each Party, unless otherwise agreed, will calculate terminating interconnection



minutes of use based on standard switch recordings made within terminating carrier's network for 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The Parties agree to cooperate in good faith to implement the use of actual measurement of traffic. These recordings are the basis for each Party to generate bills to the other Party. Rates for Section 251(b)(5) Traffic will be billed pursuant to Section 4.2.

- 12.2 In the state of MICHIGAN, in which AT&T MICHIGAN 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 5.3 of this Appendix.
- 12.3 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total compensable 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.
- 12.4 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

### 13. SWITCHED ACCESS TRAFFIC

- 13.1 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 defined in Section 4.1) 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 from a PFN end user that obtains local dial tone from PFN where PFN is both the Section 251 (b)(5) Traffic provider and the intraLATA toll provider,
  - (ii) IntraLATA toll Traffic from an AT&T MICHIGAN end user that obtains local dial tone from AT&T MICHIGAN where AT&T MICHIGAN is both the Section 251 (b)(5) Traffic provider and the intraLATA toll provider;
  - (iii) Switched Access Traffic delivered to AT&T MICHIGAN 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.
- 13.2 Notwithstanding anything to the contrary in this Agreement, each Party reserves its 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).

- 13.3 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 13.1 (iii) and (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, 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. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 13.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

#### **14. PRIMARY TOLL CARRIER**

- 14.1 Intentionally left blank.

# RECORDING

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## RECORDING

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AT&T MICHIGAN will provide recording, message processing and message detail services for (1) IXC transported calls as described in Exhibit I and Exhibit II, (Exhibits I and II are part of this Appendix by reference) and (2) local calls associated with PFN's end user customer use of resale or UNE.

### 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 for charges incurred.
- 2.4 "Billable Message" - a message record containing details of a completed call which is used for billing.
- 2.5 "Centralized Message Distribution System (CMDS)" - the national network of private line facilities used to exchange Exchange Message Records/Exchange Message Interface (EMR/EMI) formatted billing data between AT&T MICHIGAN and the Billing Company.
- 2.6 "Data Transmission" - the forwarding by AT&T MICHIGAN of message detail and/or access usage record detail in EMR/EMI format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 Intentionally Omitted.
- 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 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 "Message Processing" - the creation of individual EMR or EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the end user customer 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 Intentionally Omitted.
- 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 PFN for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T MICHIGAN'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 magnetic tapes or 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.

- 2.16 "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.
- 2.17 "800 Switching Control Point (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 MICHIGAN SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Exhibit II pertaining to the production and forwarding of AUR data.

### 3. RESPONSIBILITIES OF THE PARTIES FOR IXC TRANSPORTED CALLS

- 3.1 AT&T MICHIGAN will record all IXC transported messages for PFN carried over all Feature Group Switched Access Services that are available to AT&T MICHIGAN provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T MICHIGAN-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T MICHIGAN.
- 3.2 Standard Category 11 EMR/EMI record formats (210 bytes) for the provision of access usage record detail will be established by AT&T MICHIGAN and provided to PFN. AT&T MICHIGAN shall include the "From Number" of the call originator on each EMR/EMI call record. Customer usage records and station level detail records shall be in packs in accordance with EMR standards. AT&T MICHIGAN will provide access usage record data within a timely manner and within the MECAB guidelines, but no later than ten (10) business days.
- 3.3 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end user customers, by specific groups of end user customers, by office, by feature group or by location.
- 3.4 AT&T MICHIGAN will provide message detail to PFN in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both Parties.
- 3.5 In Exhibit II, PFN 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 MICHIGAN reserves the right to limit the frequency of transmission to existing AT&T MICHIGAN processing and work schedules, holidays, etc. For AT&T MICHIGAN, data transmissions are performed on a daily basis, Monday – Friday.
- 3.6 AT&T MICHIGAN will determine the number data files required to provide the access usage record detail to PFN.
- 3.7 The Parties shall retain copies of the message detail records provided to each other for ninety (90) days. PFN may request that data, which has previously been successfully provided to PFN by AT&T MICHIGAN, be re-provided by AT&T MICHIGAN, at no additional charge if the record detail is within the last ninety (90) days. If the request is for detail records transmitted more than ninety (90) days prior to the request date, such recorded billable message detail and/or access usage record detail previously provided and lost or destroyed through no fault of AT&T MICHIGAN will only be made available to PFN on an individual case basis at a cost determined by AT&T MICHIGAN.
- 3.8 Intentionally Omitted.
- 3.9 AT&T MICHIGAN will record the applicable detail necessary to generate access usage records and forward them to PFN for its use in billing access to the IXC.
- 3.10 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties. A pack shall conform to industry guidelines EMR standards.

- 3.11 When AT&T MICHIGAN is notified that, due to error or omission, incomplete data has been provided to PFN, AT&T MICHIGAN will make reasonable efforts to locate and/or recover the data and provide it to PFN 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 PFN. If written notification is not received within sixty (60) calendar days, AT&T MICHIGAN shall have no further obligation to recover the data and shall have no further liability to the PFN.
- 3.12 If, despite timely notification by PFN, message detail is lost and unrecoverable as a direct result of AT&T MICHIGAN having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, AT&T MICHIGAN will estimate the volume of lost messages and associated revenue, with assistance from PFN, based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties.
- 3.13 Intentionally Omitted.
- 3.14 Intentionally Omitted.
- 3.15 Intentionally Omitted.
- 3.16 Intentionally Omitted.
- 3.17 AT&T MICHIGAN 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 PFN in accordance with this agreement on a reciprocal, no-charge basis. PFN agrees to provide any and all Summary Usage Records (SURs) required by AT&T MICHIGAN 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.

#### 4. RESPONSIBILITIES OF THE PARTIES FOR LOCAL CALLS ORIGINATED BY PFN CUSTOMERS THROUGH RESALE OR UNE

- 4.1 AT&T MICHIGAN will provide PFN a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Network Element usage sensitive services provided hereunder ("Customer Usage Data"). AT&T MICHIGAN will provide PFN with all originating and terminating call records for all UNE-P on user customer numbers and originating call records for Resale end user customer numbers. Such Customer Usage Data shall be provided by AT&T MICHIGAN 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 ILEC. The DUF shall 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 and Network Element to the extent that similar usage sensitive information is provided to retail end user customers of AT&T MICHIGAN within that state, (ii) with sufficient detail to enable PFN to bill its end user customers for usage sensitive services furnished by AT&T MICHIGAN in connection with Resale Services and Network Elements provided by AT&T MICHIGAN. DUF records shall be based on call completion and not call attempts. Procedures and processes for implementing the interfaces with AT&T MICHIGAN will be included in implementation requirements documentation.
- 4.2 To establish file transmission for the Daily Usage File, PFN must provide a written request to AT&T MICHIGAN, no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 4.3 Call detail for LEC-carried calls that are alternately billed to PFN end user customers lines provided by AT&T MICHIGAN through Resale or Network Elements will be forwarded to PFN as rated call detail on the DUF.
- 4.4 AT&T MICHIGAN shall bill PFN for Usage Extract furnished by AT&T MICHIGAN in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information." Pricing for

Resale is listed as "Electronic Bill Information" in Appendix Pricing. Pricing for UNE DUF Exchange is listed as "Unbundled Local Switch Daily Usage Fee (DUF) in Appendix Pricing.

- 4.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to AT&T MICHIGAN for billing, which would otherwise be processed by AT&T MICHIGAN for its retail end user customers, will be returned to the IXC and will not be passed through to PFN. 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 and Network Elements (ports) will be passed through when AT&T MICHIGAN records the message.
- 4.6 Intentionally Omitted.
- 4.7 Intentionally Omitted.
- 4.8 When AT&T MICHIGAN is notified that, due to error or omission, incomplete data has been provided to PFN, AT&T MICHIGAN will make reasonable efforts to locate and/or recover the data and provide it to PFN 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 PFN. If written notification is not received within sixty (60) calendar days, AT&T MICHIGAN shall have no further obligation to recover the data and shall have no further liability to PFN.
  - 4.8.1 If, despite timely notification by PFN, message detail is lost and unrecoverable as a direct result of AT&T MICHIGAN having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, AT&T MICHIGAN will estimate the volume of lost messages and associated revenue, with assistance from PFN, based on information available to the Parties and utilizing a method or methods mutually agreed to by the Parties.
- 4.9 Intentionally Omitted.
- 4.10 Intentionally Omitted.
- 4.11 Intentionally Omitted.
- 4.12 Intentionally Omitted.
- 4.13 AT&T MICHIGAN shall provide call records to support usage sensitive vertical features if these features are part of AT&T MICHIGAN's resale or unbundled switching offerings in accordance to OBF guidelines.
- 4.14 The Parties shall notify each other of resend requirements if a pack or entire dataset must be replaced. Notification of pack rejection shall be made within one (1) business day of processing and corrections. The Parties shall make commercially reasonable efforts to provide correction and retransmission of corrupted data within one (1) business day or within an alternate timeframe negotiated by the Parties.
- 4.15 A pack shall conform to industry guidelines EMR standards.



The attached Exhibits show the service options that are offered under this Agreement for IXC transported calls.

## EXHIBIT I SERVICES

### 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 PFN's End Office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to PFN.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from PFN's End Office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to PFN.

#### ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** PFN Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for PFN. 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 PFN.
- Option #5:** PFN Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for PFN. 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 PFN.
- 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 PFN's 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 PFN.

**800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)**

- Option #9:** This option has been withdrawn.
- Option #10:** Recording Company performs SCP function for PFN. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to PFN.

**TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS**

- Option #11:** Recording Company provides tandem function for PFN. PFN 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 PFN.
- Option #12:** Recording Company provides tandem function for PFN. PFN 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 PFN.
- Option #13:** Recording Company provides tandem function for PFN. PFN 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 PFN.
- Option #14:** Recording Company provides tandem function for PFN. PFN 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 PFN.
- Option #15:** Recording Company provides tandem function for PFN. PFN 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 PFN.

**MESSAGE PROVISIONING**

- Option #16:** The Recording Company will forward all IXC transported message detail records or access usage records to PFN generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. PFN forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through AT&T MICHIGAN's internal network or using the CMDS network.

Form SW-1773-I

**EXHIBIT II**

**INVOICE DESIGNATION**

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

- Daily (Full Status RAO Companies will receive billable messages daily.)
- Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1 733-III-B

AUR INVOICE INTERVAL:

Check One:

- Daily (Full Status RAO Companies will receive AURs daily.)
- Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

# RESALE

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## RESALE

### 1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1 This Appendix describes several services that AT&T MICHIGAN shall make available to PFN for resale pursuant to this Agreement. All services or offerings of AT&T MICHIGAN which are to be offered for resale pursuant to the Act are subject to the terms herein. AT&T MICHIGAN shall make Telecommunications Services that AT&T MICHIGAN 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 and other applicable limitations.<sup>1</sup>
- 1.2 At the request of PFN, and pursuant to the requirements of the Act, AT&T MICHIGAN will make available to PFN on non-discriminatory terms and conditions, any Telecommunications Service required by the Act and implementing regulations to be offered for resale that AT&T MICHIGAN currently provides or may offer hereafter. AT&T MICHIGAN shall also provide support functions and service functions, as set forth in this Appendix and Appendix OSS. The Telecommunications Services provided by AT&T MICHIGAN for resale, and the service functions and support functions provided by AT&T MICHIGAN to PFN pursuant to this Agreement are collectively referred to as "Local Service."
- 1.3 PFN may resell, to other Telecommunications carriers, services purchased under this Appendix.

### 2. GENERAL TERMS AND CONDITIONS FOR RESALE

- 2.1 Primary Local Exchange Carrier Selection. AT&T MICHIGAN shall apply the principles set forth in Federal Communications Commission Rules, 47 C.F.R. Section 64.1100 et seq., to process end-user selection of a primary local exchange carriers. AT&T MICHIGAN shall not require a written letter of authorization and shall not require a disconnect order to process a PFN order for local service.
- 2.2 Prior to submitting an order under this Appendix, PFN shall obtain authorization as required by applicable federal and state laws and regulations, and assumes responsibility for its applicable charges as specified in Section 258(b) of the Act and Tariff MPSC No. 20R. AT&T MICHIGAN shall abide by the same applicable laws and regulations.
- 2.3 The Parties shall comply with all applicable MPSC rules regarding switching end user customers from one telecommunications provider to another, including, but not limited to, the procedures adopted in Case No. U-11900.
- 2.4 When an end user customer changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user customer's authorized agent. Further, when an end user customer abandons its premises, AT&T MICHIGAN is free to reclaim the facilities for use by another end user customer and is free to issue service orders required to reclaim such facilities. AT&T MICHIGAN shall notify PFN of such abandonment in advance of removing the facilities. Such notification shall follow the email process currently in place between the Parties.
- 2.5 Should AT&T MICHIGAN receive an order from PFN for services under this Appendix, and AT&T MICHIGAN is currently providing the same services to another local service provider for the same end user customer, PFN agrees that AT&T MICHIGAN will notify the local service provider from whom the end user customer is being converted of PFN's order. It shall then be the responsibility of the former local service provider of record and PFN to resolve any issues related to the end user customer. This section shall not apply to new or additional lines and services purchased by the end user customer from multiple CLECs or from AT&T MICHIGAN.
- 2.6 PFN is solely responsible for the payment of all charges for all services furnished under this Appendix ordered by PFN.

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<sup>1</sup> PFN's execution of this Agreement after the Sixth Circuit issued its opinion and judgment in Case No. 09-2239 on March 8, 2011 does not waive any right PFN may have under that opinion and judgment.

- 2.7 AT&T MICHIGAN shall not be responsible for the manner in which PFN bills its customers. All applicable rates and charges for services provided to PFN under this Appendix will be billed directly to PFN and shall be the responsibility of PFN regardless of PFN's ability to collect. PFN shall not be responsible for payment of charges for any retail services furnished and billed by AT&T MICHIGAN directly to end user customers.

### 3. PRICING

- 3.1 The wholesale discount for resale services is reflected in Appendix Pricing. In addition to the discounted rates set forth in Appendix Pricing, PFN shall pay AT&T MICHIGAN for any applicable charges or fees, if any, incident to the establishment or provision of resale services requested by PFN, including initial non-recurring charges.
- 3.2 Telecommunications Services, including promotions (greater than 90 days), shall be available to PFN at wholesale rates as specified in Appendix Pricing, and shall be no less favorable than the wholesale rates made available by AT&T MICHIGAN to comparable CLECs; provided, however, pursuant to Section 252 of the Act, implementing regulations and any court decisions applicable thereto, AT&T MICHIGAN shall make available to PFN for resale, without unreasonable delay, any local service which AT&T MICHIGAN offers to any other CLEC for resale contained in any agreement to which AT&T MICHIGAN is a Party that has been filed and approved by the Commission.

### 4. RESALE RESTRICTIONS

- 4.1 To the extent consistent with applicable federal and state rules and regulations, PFN may resell local services to provide Telecommunications Services. AT&T MICHIGAN will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that AT&T MICHIGAN has grandfathered or grandfathers in the future may only be resold to current subscribers of the same grandfathered services.
- 4.2 AT&T MICHIGAN shall not use promotional offerings to avoid the wholesale rate obligation, for example, by consecutively offering a series of ninety (90) day promotions. Promotions are available for the telecommunications services outlined in accordance with state specific commission requirements. AT&T MICHIGAN retail promotions of ninety (90) days or less are not available to PFN for resale.
- 4.3 PFN shall only resale services to the same category of subscriber to whom AT&T MICHIGAN offers such services (for example, residential service shall not be resold to business subscribers).
- 4.4 PFN shall not use a resold service to avoid the rates, terms and conditions of AT&T MICHIGAN's corresponding retail tariff.
- 4.5 PFN 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 PFN may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 4.6 A Federal End User Common Line charge will apply to each local exchange line furnished to PFN under this Appendix for resale.
- 4.7 To the extent allowable by law, PFN shall be responsible for Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) change charges associated with each local exchange line furnished to PFN for resale. PFN shall pay all charges for PIC and LPIC changes at the price listed in the Appendix Pricing.
- 4.8 AT&T MICHIGAN shall provide on a nondiscriminatory basis, the services covered by this Appendix subject to the availability of existing facilities. PFN shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are at retail by AT&T MICHIGAN as the incumbent local exchange carrier.



- 4.9 AT&T MICHIGAN's services are not available at wholesale rates to PFN for its own use or for the use of any of PFN's affiliates and/or subsidiaries or the use of PFN's parent or any affiliate and/or subsidiary of PFN's parent company, if any.
- 4.10 Unless permitted by tariff, PFN shall not permit the sharing of a service by multiple end user customer(s) or the aggregation of traffic from multiple end user customers onto a single service.
- 4.11 To the extent AT&T MICHIGAN makes available to itself, its end user customers, subsidiaries, Affiliates or any other third parties any volume or term discounts, AT&T MICHIGAN shall make such volume and term discounts available to PFN at the same rates, terms and conditions.

## 5. DIALING AND SERVICE PARITY, NUMBER RETENTION

- 5.1 Unless technically infeasible, for resold service AT&T MICHIGAN shall ensure that all PFN end user customers experience the same dialing parity as comparable AT&T MICHIGAN end user customers, such that, for all call types: (i) an PFN end user customer is not required to dial any greater number of digits than a comparable AT&T MICHIGAN end user customer; (ii) the PFN end user customer may retain its local telephone number with no loss of switch features and functionalities; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an PFN end user customer is at least equal in quality to that experienced by a comparable AT&T MICHIGAN end user customer. This subsection shall also apply to the local portion of 1 + intraLATA and interLATA calls.
- 5.2 For resold services, AT&T MICHIGAN shall ensure that all PFN end user customers experience the same service levels as comparable AT&T MICHIGAN end user customers, and that there is no loss of switch features or functionalities, including, but not limited to: same dial tone and ringing; same capability for either dial pulse or touch tone recognition; flat rate services; same extended local free calling area.

## 6. CHANGES IN RETAIL SERVICE

- 6.1 AT&T MICHIGAN will notify PFN at least forty five (45) days in advance of any changes in the terms and conditions under which it offers telecommunications services, including, but not limited to, the introduction of any new or discontinuance of any features, functions, services or promotions or the discontinuance of current features or services, in accordance with state commission guidelines.
- 6.2 The rights, obligations, and duties set forth in this Appendix are subject to Section 222 of the Act, regulations thereunder, and relevant FCC and Commission decisions, and state law.

## 7. REQUIREMENTS FOR SPECIFIC SERVICES

- 7.1 Centrex Requirements. PFN shall only sell Plexar TM, Centrex and Centrex-like services to a single end user customer or multiple end user customer(s) in accordance with the terms and conditions set forth in the corresponding AT&T MICHIGAN retail tariff(s) applicable within that state.
  - 7.1.1 CLASS and Custom Features Requirements. Where deployed, and at PFN's option, PFN may purchase the entire set of CLASS and Custom Features and functions, or a subset of any one or any combination of such features that are actually deployed on an end user customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.
    - 7.1.1.1 All features and functions of CENTREX Service, where deployed, whether offered under tariff or otherwise, shall be available to PFN for resale, including any geographic or customer class restrictions which may be imposed by applicable federal and state orders.
    - 7.1.1.2 PFN may purchase the entire set of CENTREX features or a subset of any one or any combination of such features that are available for resale per the state specific tariff. Updates to AT&T MICHIGAN's feature offerings will be distributed to PFN via accessible letter and/or the AT&T MICHIGAN's CLEC website.

- 7.1.2 All service levels and features of CENTREX Service provided by AT&T MICHIGAN for resale by PFN shall be at parity to those provided to AT&T MICHIGAN's end user customers.
- 7.1.3 Intentionally Omitted.
- 7.1.4 PFN may utilize Automatic Route Selection ("ARS") or Flexible Route Selection (FRS) capabilities, where available.
- 7.2 PFN 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 PFN resells services that require certification on the part of the end user customer, PFN shall ensure that the end user customer has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.
- 7.2.1 Intentionally Omitted.
- 7.2.2 Telephone Assistance Programs
- 7.2.2.1 Intentionally Omitted.
- 7.2.2.2 PFN will adhere to all applicable regulation and law in the administration of Telephone Assistance Programs for its customers.
- 7.2.2.3 If an existing AT&T MICHIGAN customer is certified as eligible for Telephone Assistance Programs, for example LifeLine or Link-Up services, the CSR information that AT&T MICHIGAN provides to PFN when PFN acquires that customer will include an indicator which identifies the customer's eligibility for a Telephone Assistance Program.
- 7.2.2.4 PFN is responsible for determining its customers' eligibility for Telephone Assistance Programs, and for certifying and recertifying eligible customers, as required by applicable federal and state regulation and law, including obtaining and retaining documentary evidence of eligibility.
- 7.3 Intercept and Transfer Services. AT&T MICHIGAN shall provide intercept and transfer services to PFN for PFN end user customers on the same basis as such services are available to comparable AT&T MICHIGAN end user customers.
- 7.4 E911/911 Services. AT&T MICHIGAN shall provide to PFN, for PFN end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") at parity with that provided to AT&T MICHIGAN's end user customers. AT&T MICHIGAN shall use its service order process to update and maintain on the same schedule that it uses for its retail customers, the PFN customer service information in the ALI/DMS used to support 911 services. AT&T MICHIGAN shall provide and validate PFN end user customer information to the PSAP.
- 7.5 PFN shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other Governmental Authority responsible for collection of such fees and surcharges.
- 7.6 Where technically feasible, the Parties will begin developing a direct-dial method for end user customers to confirm their local exchange carrier selection. The agreed-upon method will allow PFN and AT&T MICHIGAN end user customers to dial the same digits to confirm that their calls are being carried by their chosen local service provider. The method may, for example, function similarly to the "700" number used nationally to confirm presubscribed interexchange carrier selections. It must not foreclose migration to a nationwide confirmation method if one is developed. If the Parties cannot agree to a new method within sixty (60) days after PFN's written request, either Party may invoke the Dispute Resolution Process set forth in Appendix General Terms and Conditions of this Agreement.
- 7.7 Customer Specific Pricing Agreements. PFN may purchase AT&T MICHIGAN customer-specific service offerings for resale to any customer who would have been eligible to take such offering

directly from AT&T MICHIGAN. Where PFN and AT&T MICHIGAN are competing at retail for the same customer, both retail price and associated wholesale discount shall be calculated by AT&T MICHIGAN without unreasonable delay. AT&T MICHIGAN shall take all steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding PFN's request or other competitively sensitive information.

- 7.8 Inside Wire Maintenance Service. PFN may enter into a separate agreement with AT&T MICHIGAN to purchase AT&T MICHIGAN inside wire maintenance service for use with PFN customers.

## 8. SUPPORT FUNCTIONS FOR RESOLD SERVICES

- 8.1 The following support functions are offered in conjunction with a resold service: Operator Services, Directory Assistance (OS/DA) and Repair Services.
- 8.2 AT&T MICHIGAN shall make customized routing of OS/DA traffic available to PFN upon request. For issues involving Customized Routing of OS/DA traffic, see Appendix OS and Appendix DA.
- 8.3 Intentionally Omitted.
- 8.4 Branding
- 8.4.1 Except where otherwise required by law, PFN shall not, without AT&T MICHIGAN'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 MICHIGAN or its Affiliates, nor shall PFN state or imply that there is any joint business association or similar arrangement with AT&T MICHIGAN in the provision of Telecommunications Services to PFN's end user customers.
- 8.4.2 Where available, AT&T MICHIGAN will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:
- 8.4.2.1 PFN will provide AT&T MICHIGAN recorded announcements and written specifications to be used to brand PFN's OS/DA calls.
- 8.4.2.2 A brand shall be announced at the beginning of each telephone call and before the consumer incurs any charge for the call.
- 8.4.2.3 Where AT&T MICHIGAN provides PFN OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Where separate trunk groups are utilized, different brands may be used on each trunk group.
- 8.4.2.4 Charges for branding are set forth in Appendix Pricing.
- 8.4.2.5 Until PFN's resold OS/DA traffic is customized routed off of the AT&T MICHIGAN OS/DA platform, AT&T MICHIGAN will continue to provide OS/DA branding on AT&T MICHIGAN's own platform using the service provided ID solution currently in effect.
- 8.5 Intentionally Omitted.
- 8.6 Directory Assistance (DA) Listings
- 8.6.1 AT&T MICHIGAN will include the PFN end user customer listing in its Directory Assistance database as part of the service order process. AT&T MICHIGAN will honor PFN end user customer's preferences for listing status, including non-published and unlisted, as noted on the service order request or similar form and will ensure that the listing appears as PFN requested in the AT&T MICHIGAN database which is used to perform Directory Assistance functions. AT&T MICHIGAN shall permit PFN end user customers the option of having a non-listed telephone number; this option will be provided at the same price AT&T MICHIGAN charges its end user customers for the same option. Performance Measurements associated with this service are set forth in Appendix Performance Measurements and are incorporated by this reference. AT&T MICHIGAN will provide Directory Assistance service to PFN that

equals the Directory Assistance Service AT&T MICHIGAN provides to itself and its own end user customers.

#### 8.6.2 Intentionally Omitted.

- 8.7 OS/DA calls which, at PFN's option, are routed to AT&T MICHIGAN, will meet or exceed the Performance Measurements which AT&T MICHIGAN provides to itself and its own end user customers. AT&T MICHIGAN will provide the full range of Operator Services at the rates set forth in Appendix Pricing, including, but not limited to, collect, person-to-person, station to station, bill to third-party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.
- 8.8 Repair Calls. The Parties shall refer repair calls (e.g., 611) dialed by the other Party's end user customer to the repair number supplied by the appropriate Party.
- 8.9 When PFN routes Operator Services and Directory Assistance to an alternate operator service provider, Busy Line Verification and Emergency Line Interrupt shall be implemented. Until such time that an electronic interface is made available by AT&T MICHIGAN to access AT&T MICHIGAN database for Operator Services, if PFN has purchased the resale line without AT&T MICHIGAN Operator Services, AT&T MICHIGAN will offer Operator-to-Operator BLV/BLVI to PFN on a non-discriminatory basis, in accordance with LERG instructions. AT&T MICHIGAN requires that a reciprocal BLV/BLVI network be established between AT&T MICHIGAN and PFN's operator service provider.
- 8.10 Access to the Line Information Database. AT&T MICHIGAN shall update and maintain PFN end user customer information, as received by PFN, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it maintains information in LIDB for AT&T MICHIGAN end user customers.
- 8.11 Telephone Line Number Calling Cards. Effective as of the date of a customer's subscription to PFN's service, AT&T MICHIGAN will remove any AT&T MICHIGAN assigned telephone line calling card number (including area code)(TLN) from LIDB. PFN may choose to enable a PFN calling card based upon the telephone number of a resold line. The use of such a calling card will depend upon the use of AT&T MICHIGAN's LIDB. To enable such a calling card, PFN shall provide (on the order for the resale line), a four-digit numerical pin number which will be used by the end user customer in the use of the PFN calling card. AT&T MICHIGAN will provide billing usage data via the established mechanisms.
- 8.12 End Office Features. AT&T MICHIGAN shall provide for resale the same end-office switch features that are available to AT&T MICHIGAN's end-user customers, including, but not limited to CLASS features, Custom Features, and AIN features.
- 8.13 Call Blocking. Upon PFN's request, AT&T MICHIGAN will provide blocking on a line by line basis of an PFN end user customer's access to any or all of the following call types: 700, 900, 976, bill to third and collect, and such other call types for which AT&T MICHIGAN provides blocking to comparable end user customers. If PFN 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 Agreement and pay any applicable charges. It is the responsibility of PFN to order the appropriate toll restriction or blocking on lines resold to end user customers. PFN acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. PFN shall not be responsible for any charges for calls for which blocking is not available or calls which bypass the blocking systems except for calls intentionally by-passed by PFN users.

## 9. SERVICE FUNCTIONS

AT&T MICHIGAN shall allow PFN to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by electronic interface. AT&T MICHIGAN shall provide interface specifications for electronic access for these functions pursuant to other Appendices within this Agreement.

- 9.1 Work Order Processes. AT&T MICHIGAN shall ensure that all work order processes used to provision local service to PFN for resale meet the service parity requirements set forth in other Appendices within this Agreement.
  - 9.1.1 Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in other Appendices within this Agreement.
- 9.2 Point of Contact for the PFN end user customer. Except as otherwise provided in this Agreement, PFN shall be the single and sole point of contact for all PFN end user customers.
- 9.3 The Parties shall refer all questions regarding each other's services or products directly to the other at a telephone number specified by the appropriate Party.
- 9.4 The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall (1) provide such numbers if available to callers who inquire about that Party's services or products, (2) do not in any way disparage or discriminate against each other or that Party's products and services, and (3) not solicit each others' services during such inquiries.
- 9.5 Points of Contact. Each Party shall provide the other Party with an account team for all inquiries regarding the implementation of this Appendix. Each Party shall accept all inquiries from the other Party and provide timely responses.
- 9.6 Maintenance. Maintenance will be provided by AT&T MICHIGAN in accordance with the service parity requirements and measurements as set forth in other Appendices within this Agreement.
- 9.7 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, AT&T MICHIGAN may not initiate any disconnect, suspension or termination of an PFN customer's resale services unless directed to do so by PFN by transmission of a service order or AT&T MICHIGAN's receipt of proper authorization to change such customer's primary local exchange carrier to a carrier other than PFN. AT&T MICHIGAN will provide PFN with an electronic notice of customers who change their local carrier.
- 9.8 The Exchange of Billing Message Information shall be in accordance with Appendix Recording.
- 9.9 "As Is" Transfers of End User Customer Accounts. AT&T MICHIGAN shall allow PFN to initiate "As Is" transfers of local exchange telecommunications services. For purposes of this Appendix, an "As Is" transfer is the transfer of all the telecommunications services and features available for resale that are currently being provided to a specific end user customer account.

# RIGHTS OF WAY

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## RIGHTS OF WAY (ROW)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by AT&T MICHIGAN to PFN.
- 1.2 Intentionally Omitted.
- 1.3 Intentionally Omitted.
- 1.4 The prices at which AT&T MICHIGAN agrees to provide PFN with ROW are contained in the applicable Appendix Pricing.

### 2. DEFINITIONS

- 2.1 Intentionally Omitted.
- 2.2 Anchor. The term "anchor" refers to a device, structure, or assembly, which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" includes only those anchors, which are owned by AT&T MICHIGAN, as distinguished from anchors, which are owned and controlled by other persons or entities, and does not include the guy strand, which connects the anchor to the pole.
- 2.3 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."
- 2.4 Approved Vendor. A vendor who is qualified by AT&T MICHIGAN for installation, maintenance, and/or repair. AT&T MICHIGAN shall not unreasonably withhold approval of vendors.
- 2.5 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by an entity with authority to attach. To ensure the judicious use of poles and conduits, space "assigned" must be physically occupied by said entity within 9 months of the space being "assigned".
- 2.6 Available. The term "available", when used with respect to conduit or duct space or pole telecommunication space, refers to any usable space in such conduit or duct, or any usable telecommunication space on such pole not assigned to a specific provider at the applicable time.
- 2.7 Conduit Occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within AT&T MICHIGAN's conduit system.
- 2.8 Conduit System. The term "conduit system" refers to any combination of ducts, conduits, manholes or hand holes joined to form an integrated hole. As used in this Agreement, the term "conduit system" does not include (a) cable and other telecommunications equipment located in conduit structure or (b) central office vaults, controlled environmental vault, or other AT&T MICHIGAN structures (such as huts and cabinets) which branch off from or are connected to AT&T MICHIGAN conduit. In this Appendix, the term refers to conduit systems owned or controlled by AT&T MICHIGAN.
- 2.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner-ducts" created by subdividing a duct into smaller channels.
- 2.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.



- 2.11 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.
- 2.12 Insufficient Capacity. The lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so.
- 2.13 Licensee. The term "licensee" refers to PFN which has entered or may enter into an agreement or arrangement with AT&T MICHIGAN permitting PFN to place its facilities in AT&T MICHIGAN's conduit system or attach its facilities to AT&T MICHIGAN's poles or anchors. Licensee and PFN may be used interchangeably throughout this Appendix.
- 2.14 Intentionally Omitted.
- 2.15 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment permits issued by AT&T MICHIGAN prior to the date of this Agreement.
- 2.16 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare AT&T MICHIGAN's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of PFN's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate PFN's facilities and not to meet AT&T MICHIGAN's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of AT&T MICHIGAN's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of PFN's facilities.
- 2.17 Manhole/Handhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a covered hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a similar enclosure which is too small for personnel to enter.
- 2.18 Modification. Shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a "modification," while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a "modification."
- 2.19 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.
- 2.20 Permit. Shall mean written permission granted by AT&T MICHIGAN to PFN to construct and operate its attachment at the locations of AT&T MICHIGAN Structure(s).
- 2.21 Intentionally Omitted.
- 2.22 Intentionally Omitted.
- 2.23 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by AT&T MICHIGAN, and does not include utility poles or anchors with respect to which (AT&T MICHIGAN has no legal authority to permit attachments by other persons or entities and does not include cables and other telecommunication equipment attached to pole structures.
- 2.24 Pre-permit (Field) Survey. The term "pre-permit survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate PFN's facilities and to determine what

make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate PFN's facilities.

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

### 3. STRUCTURE AVAILABILITY

- 3.1 AT&T MICHIGAN shall make available, pursuant to the Act and FCC rules and regulations, access to poles, ducts, conduits and Rights-of-way along AT&T MICHIGAN's distribution network that are owned or controlled by AT&T MICHIGAN (individually and collectively, "Structure") for the placement of PFN's wires, cables and related facilities (individually and collectively, "attachments").
- 3.2 Nothing contained in this Appendix shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which PFN may have under the provisions of any applicable federal or state laws or regulations governing access to AT&T MICHIGAN's poles, conduits and ducts.
- 3.3 AT&T MICHIGAN will not make Structure available:
- 3.3.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested attachment, or;
- 3.3.2 An attachment cannot be accommodated based upon nondiscriminatory applied safety, reliability or engineering principles.
- 3.3.3 Before denying a request for access based upon Insufficient Capacity, AT&T MICHIGAN will, in good faith explore potential accommodations with PFN. If AT&T MICHIGAN denies a request by PFN for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, AT&T MICHIGAN will provide PFN a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.
- 3.3.4 In the case of pole attachments, AT&T MICHIGAN shall, consistent with prudent engineering and design standards and practices, and subject to all applicable laws, ordinances, rules and regulations, take reasonable steps to make space available for PFN's use without replacement of the pole whenever possible.
- 3.4 Franchises, Permits and Licenses
- 3.4.1 PFN shall be responsible to secure any necessary franchises, permits, licenses and/or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its attachments at the location of the AT&T MICHIGAN Structure it uses.
- 3.4.2 Permits granted by AT&T MICHIGAN under this attachment authorize PFN to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by AT&T MICHIGAN but do not affect the rights of landowners to control terms and conditions of access to their property.
- 3.4.3 AT&T MICHIGAN shall issue to PFN one or more licenses authorizing PFN to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by AT&T MICHIGAN located within this State on a first come, first served basis. If AT&T MICHIGAN determines that the pole, conduit or duct space specifically requested by PFN is necessary to meet AT&T MICHIGAN's present needs or is licensed by AT&T MICHIGAN to another licensee, AT&T MICHIGAN shall have the right to designate the particular duct(s) to be occupied, the location and manner in which PFN's facilities will enter and exit AT&T MICHIGAN's conduit system and the specific location and manner of installation for any associated equipment which is permitted by AT&T MICHIGAN to occupy the conduit system or right-of-way, provided that AT&T MICHIGAN shall provide written notice to PFN within forty-

five (45) days following PFN's request specifying in detail the reasons for denying PFN's request. If PFN disagrees with AT&T MICHIGAN's determination, the matter shall be resolved in accordance with the Alternative Dispute Resolution Process.

#### 3.4.4 Licenses Required

3.4.4.1 Before placing any facilities in AT&T MICHIGAN's conduits or ducts or attaching any facilities to AT&T MICHIGAN's poles, anchors or anchor/guy strands, PFN must first apply for and receive a written license from AT&T MICHIGAN. AT&T MICHIGAN shall not unreasonably deny or delay issuance of any license, and in any event, AT&T MICHIGAN shall issue such license within fifteen (15) Business Days from the submission of the license application if make-ready work is not required. If make-ready work is required, AT&T MICHIGAN shall issue such license at the same time the make-ready work is completed pursuant to Section 5.1.1.

3.5 If PFN request access to an AT&T MICHIGAN Right-of-Way where AT&T MICHIGAN has no existing Structure, AT&T MICHIGAN shall not be required to construct new poles, conduits or ducts, or to bury cable for PFN but will be required to make the Right-of-way available to PFN to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if AT&T MICHIGAN desires to extend its own attachments, AT&T MICHIGAN will construct Structure to accommodate PFN's attachments.

## 4. APPLICATION PROCESS

### 4.1 Provision of Records

4.1.1 In order to obtain information regarding facilities, PFN shall make a written request to AT&T MICHIGAN, identifying with reasonable specificity the geographic area for which facilities are required. In response to such request, AT&T MICHIGAN shall provide PFN with information regarding the types, quantity and location (which may be provided by provision of route maps) of AT&T MICHIGAN poles, conduit and right-of-way located within the geographic area specified by PFN within twenty (20) Business Days. Provision of information herein shall include the right of PFN employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in PFN's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the Parties.

4.1.2 For any information that is readily available, AT&T MICHIGAN shall use its best efforts to produce said information within five (5) days of the written requests. PFN may elect to be present at any field based survey of facilities identified pursuant to this paragraph and AT&T MICHIGAN shall provide PFN at least forty-eight (48) hours' notice prior to initiating such field survey. PFN employees or agents shall be permitted to enter AT&T MICHIGAN manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to AT&T MICHIGAN, with an AT&T MICHIGAN representative present and at PFN's expense.

4.1.3 AT&T MICHIGAN will provide PFN, at PFN's request and expense, with access to maps, records and additional information relating to its Structure; provided that AT&T MICHIGAN may redact any Proprietary Information (of AT&T MICHIGAN or Third Parties) contained or reflected in any such maps, records or additional information before providing access to such information to PFN. Upon request, AT&T MICHIGAN will meet with PFN to clarify matters relating to maps, records or additional information. AT&T MICHIGAN does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by PFN and such materials may not be resold, licensed or distributed to any other person.

### 4.2 Application Form and Fees

4.2.1 Any request by PFN for access to AT&T MICHIGAN's Structure shall be in writing and submitted to AT&T MICHIGAN's Structure Access Center, who shall be PFN's single point of

contact for all matters relating to PFN's access to AT&T MICHIGAN's Structure. Each PFN's attachment to AT&T MICHIGAN's Structure shall be pursuant to a permit issued by AT&T MICHIGAN for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to AT&T MICHIGAN's Structure, administration of the process of delivery of access to AT&T MICHIGAN's Structure and for all other matters relating to access to AT&T MICHIGAN's Structure. PFN may obtain copies of forms and contact information for the AT&T MICHIGAN region via the following website: <http://asac.ameritech.com>. AT&T MICHIGAN will notify PFN of any changes to this website address.

#### 4.3 Pre-permit (Field) Survey

4.3.1 After PFN has submitted its written application for a license, a pre-permit survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party, as mutually agreed, to determine whether AT&T MICHIGAN's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate PFN's facilities, without substantially interfering with the ability of AT&T MICHIGAN or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of AT&T MICHIGAN's conduit system or facilities attached to AT&T MICHIGAN's pole or placed within or connected to AT&T MICHIGAN's conduit system. If PFN gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at PFN's expense.

4.3.2 Based on information provided by AT&T MICHIGAN, PFN shall determine whether AT&T MICHIGAN's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet PFN's needs.

4.3.3 AT&T MICHIGAN may not unreasonably refuse to continue to process an application based on AT&T MICHIGAN's determination that PFN's proposed use of AT&T MICHIGAN's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. PFN acknowledges that AT&T MICHIGAN is not explicitly or implicitly warranting to PFN that PFN's proposed use of AT&T MICHIGAN's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

#### 4.4 Notice of Environmental, Health, and Safety Inspections

4.4.1 AT&T MICHIGAN shall provide PFN with reasonable notice of environmental, health and safety inspections that is equivalent to the information that AT&T MICHIGAN provides to its employees who access rights-of-way, conduits, and pole attachments.

#### 4.5 Issuance of Licenses When No Make-Ready Work is Required

4.5.1 If AT&T MICHIGAN determines that no make-ready work is required, AT&T MICHIGAN shall approve applications for pole attachment and conduit occupancy licenses and issue such licenses within fifteen (15) Business Days of receipt of PFN's application.

### 5. MAKE-READY WORK

5.1 Upon request, AT&T MICHIGAN shall permit PFN to conduct Make Ready Work itself or through an AT&T MICHIGAN Approved Vendor(s), if allowed by applicable union contracts.

5.1.1 If AT&T MICHIGAN determines that make ready work is required, the Parties shall negotiate a mutually acceptable completion date, based on securing construction permits, material availability and scope and complexity of the job, within ten (10) business days of completion of the field survey. If PFN is not satisfied with AT&T MICHIGAN's due date for completion of make ready work, PFN may perform the make ready work itself or elect to have the work completed by an AT&T MICHIGAN approved contractor.

- 5.2 Before commencing Make-Ready Work necessary to provide such additional capacity, AT&T MICHIGAN will notify all other Parties having attachments on or in the Structure of the proposed Modification to the Structure. If possible, AT&T MICHIGAN shall allow other attaching Parties, including AT&T MICHIGAN to modify their attachment(s).
- 5.3 The costs of modifying a Structure to accommodate PFN's request, an existing or prospective attaching Party's request, or the needs of AT&T MICHIGAN, shall be borne by the Party requesting such modification. With respect to the allocation of modification costs, to the extent the cost of a modification is incurred for the specific benefit of any particular Party, the benefiting Party will be obligated to assume the cost of the modification, or to bear its proportionate share of cost with all other attaching entities participating in the modification. If a user's modification affects the attachments of others who do not initiate or request the modification, such as the movement of other attachments as part of a primary modification, the modification cost will be covered by the initiating or requesting Party. Where multiple Parties join in the modification, each Party's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by that Party to the total amount of new space occupied by all of the Parties joining in the modification. An attaching Party, including AT&T MICHIGAN, with a pre-existing attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is necessitated solely as a result of an additional attachment or the modification of an existing attachment sought by another attaching Party, including PFN. To protect the initiators of modifications from absorbing costs that should be shared by others, the modifying Party or Parties will be allowed to recover a proportionate share of the modification costs from Parties that later are able to obtain access as a result of the modification.
- 5.4 All Modifications to AT&T MICHIGAN's Structure will be owned by AT&T MICHIGAN. PFN and other Parties, including AT&T MICHIGAN, who contributed to the cost of a Modification, may recover their proportionate share of the depreciated value of such modifications from Parties subsequently seeking attachment to the modified structure.

## 6. INSTALLATION AND MAINTENANCE RESPONSIBILITIES

- 6.1 Except where otherwise mutually agreed, PFN shall, at its own expense, install and maintain its attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by AT&T MICHIGAN or by other attaching Parties. AT&T MICHIGAN will specify the location on the Structure where PFN's attachment shall be placed, which location shall be designated in a nondiscriminatory manner. PFN shall construct each attachment in conformance with the permit issued by AT&T MICHIGAN for such attachment. Other than routine maintenance and service wire attachments, PFN shall not modify, supplement or rearrange any attachment without first obtaining a permit therefore. PFN shall provide AT&T MICHIGAN with notice before entering any Structure for construction or maintenance purposes.
- 6.2 Installation and Maintenance Standards
- 6.2.1 PFN's attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, 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", the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.
- 6.3 Maintenance of PFN's Facilities
- 6.3.1 Each license granted under this attachment authorizes PFN to engage in maintenance of PFN's facilities located on or in AT&T MICHIGAN's poles, conduits, ducts and rights-of-way pursuant to such license. PFN shall give reasonable notice to the affected public authority or private landowner, as appropriate, before commencing the construction or installation of its

attachments or making any material alterations thereto. PFN shall give reasonable notice to AT&T MICHIGAN before performing any work.

6.4 Emergency Repairs and Pole Replacements 6.4.1 Intentionally Omitted.

6.4.2 PFN shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs.

## 7. UNUSED SPACE

7.1 Except for maintenance ducts and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned and controlled by AT&T MICHIGAN shall be available for the attachments of PFN, AT&T MICHIGAN or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. AT&T MICHIGAN shall not reserve space on AT&T MICHIGAN Structure for the future need of AT&T MICHIGAN nor permit any other person to reserve such space. Notwithstanding the foregoing, PFN may provide AT&T MICHIGAN with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

## 8. MAINTENANCE DUCTS

8.1 If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, AT&T MICHIGAN shall provide maintenance ducts at no cost to PFN. Maintenance ducts shall be made available to PFN for maintenance purposes if it has a corresponding attachment. PFN utilizing a maintenance spare must vacate it within sixty (60) days or provide an equivalent spare.

## 9. OTHER ARRANGEMENTS

9.1 Cost of Certain Modifications

9.1.1 If AT&T MICHIGAN is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. PFN acknowledges that, from time to time, it may be necessary or desirable for AT&T MICHIGAN to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by AT&T MICHIGAN's business needs or by an authorized application or license of another entity seeking access to AT&T MICHIGAN's poles, conduit systems, ducts and/or Rights-of-Way. If a move of PFN's attachment is required by AT&T MICHIGAN or another attaching Party, PFN shall move its attachment, at the expense of the Party requesting such move, within thirty-six (36) days after notification of the required move. If PFN fails to move its attachment with the foregoing period, PFN authorizes AT&T MICHIGAN to move such attachment at PFN's expense.

## 10. TERM AND TERMINATION OF PERMIT

10.1 PFN's occupancy of Structure shall be pursuant to a permit issued by AT&T MICHIGAN for each requested Attachment. Each permit issued hereunder shall be for an indefinite term. Any such permit shall terminate:

10.1.1 Upon thirty (30) days written notice of termination by PFN.

10.1.2 If PFN's franchise, permit, license and/or consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,

10.1.3 If PFN has not placed and put into service its attachments within 9 months from the date AT&T MICHIGAN has notified PFN that such Structure is available for PFN's attachments, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.

- 10.1.4 If PFN ceases to use such attachments for any period of 9 months, unless this period is extended by agreement of the Parties, which agreement shall not be unreasonable withheld.
- 10.2 If AT&T MICHIGAN ceases to have the right or authority to maintain its Structure, or any part thereof, to which PFN has attachments, AT&T MICHIGAN shall:
- 10.2.1 Provide PFN notice within ten (10) Business Days after AT&T MICHIGAN has knowledge of such fact and shall not require PFN to remove its attachments from such Structure prior to AT&T MICHIGAN's removal of its own attachments.
- 10.3 AT&T MICHIGAN will provide PFN with at least sixty (60) days written notice prior to:
- 10.3.1 Terminating a permit for an attachment or terminating service to PFN's attachment,
- 10.3.2 Any increase in the rates for attachments to AT&T MICHIGAN's Structure permitted by the terms of this Appendix, or
- 10.3.3 Any Modification to AT&T MICHIGAN's Structure to which PFN has an attachment, other than a modification associated with routine maintenance or as a result of an emergency.
- 10.4 If PFN surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove its attachments from the Structure within 9 months after the event requiring PFN to so surrender such permit, AT&T MICHIGAN shall remove PFN's attachments at PFN's expense and without any liability on the part of the AT&T MICHIGAN for damage or injury to PFN's attachments unless caused by the negligence or intentional misconduct of AT&T MICHIGAN.
- 10.5 If AT&T MICHIGAN discovers that PFN has placed an attachment on AT&T MICHIGAN's Structure without a valid permit, AT&T MICHIGAN shall notify PFN of the existence of such unauthorized attachment and PFN shall pay to AT&T MICHIGAN within ten (10) Business Days after receipt of such notice an unauthorized attachment fee equal to five (5) times the annual attachment fee for an authorized attachment.
- 10.6 Within the foregoing period, PFN shall also apply for an Occupancy Permit for the unauthorized attachment.
- 10.7 In addition, PFN shall go through the process of any Make Ready Work that may be required for the unauthorized attachment.
- 10.8 If PFN fails to pay the unauthorized attachment fee or apply for the required Occupancy Permit within the foregoing period, AT&T MICHIGAN shall have the right to remove such unauthorized attachment from AT&T MICHIGAN's Structure at PFN's expense.

## 11. NONCOMPLIANCE

- 11.1 Notice of Noncompliance
- 11.1.1 If, at any time, AT&T MICHIGAN determines that PFN's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Appendix, AT&T MICHIGAN may send written notice to PFN specifying the alleged noncompliance. PFN agrees to acknowledge receipt of the notice as soon as practicable. If PFN does not dispute AT&T MICHIGAN's assertion that such facilities are not in compliance, PFN agrees to provide AT&T MICHIGAN with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify AT&T MICHIGAN in writing when the facilities have been brought into compliance.
- 11.2 Disputes over Alleged Noncompliance
- 11.2.1 If PFN disputes AT&T MICHIGAN's assertion that PFN's facilities are not in compliance, PFN shall notify AT&T MICHIGAN in writing of the basis for PFN's assertion that its facilities are in compliance.
- 11.3 Failure to Bring Facilities into Compliance

11.3.1 If PFN has not brought the facilities into compliance within a reasonable time or provided AT&T MICHIGAN with proof sufficient to persuade AT&T MICHIGAN that AT&T MICHIGAN erred in asserting that the facilities were not in compliance, and if AT&T MICHIGAN determines in good faith that the alleged noncompliance causes or is likely to cause a material safety hazard or material damage to AT&T MICHIGAN's facilities or those of others users, AT&T MICHIGAN may, at its option and PFN's expense, take such steps as may be required to bring PFN's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Appendix. If the steps taken are to be service affecting, AT&T MICHIGAN must give PFN thirty (30) business days advance notice. If the steps taken are to be non-service affecting, AT&T MICHIGAN must give PFN fifteen (15) business days advance notice.

#### 11.4 Correction of Conditions by AT&T MICHIGAN

11.4.1 AT&T MICHIGAN will, whenever practicable, notify PFN in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T MICHIGAN's schedule for performing the work.

11.4.2 If PFN's facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T MICHIGAN manhole, AT&T MICHIGAN may, at PFN's expense, reattach them but shall not be obligated to do so. If AT&T MICHIGAN does not reattach PFN's facilities, AT&T MICHIGAN shall cooperate with PFN for the reattachment of any facilities affected.

11.4.3 AT&T MICHIGAN shall, as soon as practicable after performing the work, advise PFN in writing of the work performed or action taken. Upon receiving such notice, PFN may inspect the facilities, after notice to AT&T MICHIGAN, and take such steps as PFN may deem necessary to insure that the facilities meet PFN's performance requirements.

#### 11.5 PFN to Bear Expenses

11.5.1 PFN shall bear all expenses arising out of or in connection with any work performed to bring PFN's facilities into compliance with requirements of this Appendix; provided, however that nothing contained in this Appendix or any license issued hereunder shall be construed as requiring PFN to bear any expenses which, under applicable federal or state laws, rules or regulations, must be borne by persons or entities other than PFN.

### 12. INSPECTIONS

12.1 AT&T MICHIGAN may make periodic inspections of any part of the attachments of PFN located on AT&T MICHIGAN Structure for the limited purpose of determining whether PFN's facilities are in compliance with the terms of this Appendix and licenses granted hereunder; provided that such inspections must be non-invasive (e.g. no splice cases may be opened). Where reasonably practicable, AT&T MICHIGAN shall provide prior written notice to PFN of such inspections and PFN shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to PFN.

12.2 Intentionally Omitted.

### 13. DAMAGE TO ATTACHMENTS

13.1 Both PFN and AT&T MICHIGAN will exercise precautions to avoid damaging the attachments of the other or to any AT&T MICHIGAN Structure to which PFN obtains access hereunder. The Party damaging the attachments of the other Party through negligence or willful misconduct shall be responsible to such other Party therefore.

### 14. CHARGES



- 14.1 AT&T MICHIGAN's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Communication Act and in compliance with Section 361 of the Michigan Telecommunications Act (M.C.L Section 484.2361) and applicable commission rules, regulations and orders thereunder. The charges applicable to Structure hereunder shall be as set forth in the Appendix Pricing. AT&T MICHIGAN reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, AT&T MICHIGAN reserves the right to price on a case-by-case basis any extraordinary attachment to Structure. An extraordinary attachment is an attachment to a pole that occupies more than one foot of space on the pole in addition to the primary cable or anything other than a standard field splice enclosure in a manhole.
- 14.2 Advance payment of 50% (fifty percent) of the total amount shall be required from PFN for map preparation, field surveys and Make-Ready Work. The balance shall be due upon completion.

## 15. NONDISCRIMINATION

- 15.1 Access to AT&T MICHIGAN owned or controlled Structure under this Appendix shall be provided to PFN on a basis that is nondiscriminatory to that which AT&T MICHIGAN provides its Structure to itself, its affiliates, customers, or any other person.

## 16. JOINING OF ATTACHMENTS

- 16.1 Upon request by PFN, AT&T MICHIGAN will permit the joining of ducts or conduits owned by PFN in AT&T MICHIGAN manholes.

## 17. COST IMPUTATION

- 17.1 AT&T MICHIGAN will impute costs consistent with the rules under Section 224 (g) of the Act.

## 18. ABANDONMENT, SALES, OR DISPOSITIONS

- 18.1 AT&T MICHIGAN shall notify PFN of the proposed abandonment, sale or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, AT&T MICHIGAN shall condition the sale or other disposition to include and incorporate the rights granted to PFN hereunder.

## APPENDIX XXIII - 251(c)(3) UNES

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## 1.0 Introduction

- 1.1 This Appendix sets forth the terms and conditions pursuant to which AT&T MICHIGAN will furnish CLEC with access to Unbundled Network Elements pursuant to Section 251(c)(3) of the Telecommunications Act (herein referred to as "251(c)(3) UNEs" or "UNEs") for the provision by CLEC of a Telecommunications Service (Act, Section 251(c)(3)) in AT&T MICHIGAN's incumbent local Exchange areas.
- 1.2 Nothing in this Agreement shall be deemed to constitute and admission by AT&T MICHIGAN for any purpose other than interpretation or enforcement of this Agreement that any item identified in this Agreement as a network element or UNE is a network element or UNE under Section 251(c)(3) of the Act that AT&T MICHIGAN is required to provide to requesting carriers either alone, or in combination with other network elements or UNEs, or commingled with other network elements, UNEs, services or facilities.
- 1.3 The preceding includes without limitation that AT&T MICHIGAN 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 MICHIGAN network elements that do not constitute 251(c)(3) UNEs, or where 251(c)(3) UNEs are not requested for permissible purposes.
- 1.4 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 251(c)(3) UNE in this Agreement is Declassified or is otherwise no longer a 251(c)(3) UNE, then the Transition Procedure defined in Section 3.5 below, shall govern.
- 1.5 Access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T MICHIGAN may elect at its own discretion. AT&T MICHIGAN will provide access to 251(c)(3) UNEs where technically feasible. Where facilities and equipment are not available, AT&T MICHIGAN shall not be required to provide 251(c)(3) UNEs.
- 1.6 251(c)(3) UNEs provided to CLEC under the provisions of this Appendix shall remain the property of AT&T MICHIGAN.
- 1.7 Subject to the terms herein, AT&T MICHIGAN is responsible only for the installation, operation and maintenance of the 251(c)(3) UNEs it provides. AT&T MICHIGAN is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those 251(c)(3) UNEs.
- 1.8 Where 251(c)(3) UNEs provided to CLEC are dedicated to a single End User, if such 251(c)(3) UNEs are for any reason disconnected they shall be made available to AT&T MICHIGAN for future provisioning needs, unless such 251(c)(3) UNE is disconnected in error. The CLEC agrees to relinquish control of any such 251(c)(3) UNE concurrent with the disconnection of a CLEC's End User's service.
- 1.9 The Parties intend that this Appendix contains the sole and exclusive terms and conditions by which CLEC will obtain UNEs from AT&T MICHIGAN. Accordingly, except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its Affiliates hereby fully and irrevocably waive any right or ability any of them might have to purchase any UNE (whether on a stand-alone basis, in combination with other UNEs (or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any AT&T MICHIGAN 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 MICHIGAN to enforce the foregoing (including if AT&T MICHIGAN fails to reject or otherwise block orders for, or provides or continues to provide, UNEs, 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 MICHIGAN may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T MICHIGAN may process any such order as being submitted under this Appendix and, further, may convert any element provided under tariff, to this Appendix effective as of the later in time of (i) the Effective Date of this Agreement, or (ii) the submission of the order by CLEC.
- 1.10 When an End User of CLEC elects to discontinue service and to transfer service to another local exchange carrier, including AT&T MICHIGAN, AT&T MICHIGAN shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as network elements or as part of a resold service,

and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. In accordance with industry standards, **AT&T MICHIGAN** will notify CLEC that such a request has been processed after the disconnect order has been completed.

## 2.0 Definitions

- 2.1 **AT&T MICHIGAN** Premise(s) means as defined in Collocation Amendment.
- 2.2 "Building" or "same building" means a structure under one (1) roof or two (2) or more structures on one (1) premises which are connected by an enclosed or covered passageway.
- 2.3 "Commingling" or "Commingled Arrangement" means an arrangement connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one (1) or more facilities or services that CLEC has obtained at wholesale from **AT&T MICHIGAN**, or the combining of a UNE, or a combination of UNEs, with one (1) or more such facilities or services. Commingling in its entirety (the ability of CLEC to Commingle, **AT&T MICHIGAN**'s obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass **AT&T MICHIGAN** offerings pursuant to 47 U.S.C. § 271 that are not 251(c)(3) UNEs under 47 U.S.C. § 251(c)(3).
- 2.4 "Declassified UNE" or "Declassified" means a network element that ceases to be a UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders.
- 2.5 "Demarcation Point" means the point on the loop where **AT&T MICHIGAN**'s control of the wire ceases and the End User's control (or in the case of some multi-unit premises, the landlord's control) of the wire begins.
- 2.6 "Enhanced Extended Link (EEL)" means a 251(c)(3) UNE combination consisting of an Unbundled Local Loop(s) and Unbundled Dedicated Transport (UDT), together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities) subject to the Cap limitations as identified within the Unbundled Local Loop and Unbundled Transport sections below. A DS1 or higher EEL is required to terminate in a Collocation arrangement that meets the requirements of Section 6.4.3.1 below of this Appendix (e.g., the end of the UDT that is opposite the end connected to the 251(c)(3) UNE Local Loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).<sup>1</sup>
- 2.7 "Fiber to the Curb (FTTC) Loops" means local Loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.
- 2.8 "Fiber to the Home (FTTH) Loops" means local Loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE).
- 2.9 "Hybrid UNE Loop" means a Local UNE Loop composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire and cable, usually in the distribution plant. **AT&T MICHIGAN** shall provide CLEC access to Hybrid UNE Loops pursuant to the requirements of 47 C.F.R. § 51.319(a)(2).
- 2.10 "Unbundled Local Loop(s) (UNE Loop)" means a transmission facility between a distribution frame (or its equivalent) in an **AT&T MICHIGAN** central office and the UNE Loop Demarcation Point at an End User premises. Facilities that do not terminate at a Demarcation Point at an End User premises, including, by

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<sup>1</sup> Without in any way modifying the meaning of or affecting the enforceability of Section 2.6, neither party waives, and both parties expressly reserve, the right to assert any and all positions in the future with respect to the subject matter of Section 2.6 in connection with other negotiations, agreements or contracts, (including, but not limited to a successor agreement) or proceedings unrelated to this Agreement. The parties further agree that in any negotiation of a successor agreement, the second sentence of M.C.L. 484.2353a(1) shall not apply to Section 2.6.

way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, mobile switching center or base station, do not constitute UNE Loops. The UNE Loop includes all features, functions, and capabilities of the transmission facilities, including the Network Interface Device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by **AT&T MICHIGAN**.

- 2.11 "Network Interface Device (NID)" means any interconnection of End User premises wiring to **AT&T MICHIGAN**'s distribution UNE Loop facilities, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the UNE Loop and the End User's inside wire.
- 2.12 "Ratcheting" means a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 2.13 "Route" means a transmission path between one of **AT&T MICHIGAN**'s Wire Centers or switches and another of **AT&T MICHIGAN**'s Wire Centers or switches. A Route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one (1) 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.
- 2.14 "Unbundled Dedicated Transport (UDT)" means **AT&T MICHIGAN** interoffice transmission facilities between Wire Centers or switches owned by **AT&T MICHIGAN**, or between Wire Centers or switches owned by **AT&T MICHIGAN** and switches owned by requesting Telecommunications Carriers, dedicated to a particular End User or carrier. **AT&T MICHIGAN** intends to provide UDT in conformity with the FCC's regulations. Entrance Facilities: **AT&T MICHIGAN** is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of **AT&T MICHIGAN** Wire Centers. Notwithstanding the preceding sentence, if **AT&T MICHIGAN** and CLEC agree pursuant to Section 3.4 of Appendix XI on a Fiber Meet Interconnection with the Fiber Meet Point not within an **AT&T MICHIGAN** Tandem or End Office building, then **AT&T MICHIGAN** will provide to CLEC at TSLRIC rates (i) the interconnection facility between the Fiber Meet Point and the **AT&T MICHIGAN** switch at which that facility terminates, and (ii) the associated facility termination at the **AT&T MICHIGAN** switch.
- 2.15 "UNE Dedicated Transport Dark Fiber/Dark Fiber Transport" means **AT&T MICHIGAN** dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within **AT&T MICHIGAN**'s network, connecting **AT&T MICHIGAN** switches or Wire Centers within a LATA. Dedicated Transport Dark Fiber consists of un-activated optical interoffice transmission facilities.

### 3.0 General Provisions

- 3.1 The rates for UNEs, UNE Combinations and Other Services are set forth in the Pricing Schedule.
- 3.2 If CLEC procures any UNEs, UNE Combinations and/or Other Services for which rates are not currently in the Pricing Schedule, **AT&T MICHIGAN** then reserves the right to charge the appropriate rate.
- 3.3 Without limitation, a UNE under this Agreement is Declassified upon or by (a) the issuance of an effective finding by a court or regulatory agency acting within its authority that requesting Telecommunications Carriers are not impaired without access to a particular UNE; or (b) an effective determination by a legislative, judicial or regulatory body finding that an ILEC is not required, or is no longer required, to provide the UNE 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 UNE on an unbundled basis pursuant to Section 251(c)(3). By way of example only, a UNE can be Declassified generally, or on an element-specific, Route-specific or geographically-specific basis or on a class of elements basis. For declassification of elements as the result of changes to Wire Center designations, Section 14.0 below shall apply.
- 3.4 If this Agreement requires or appears to require UNE(s) or the unbundling of an element without specifically noting a particular UNE or UNEs, the reference shall be deemed to be a reference to a 251(c)(3) UNE(s) offered in this Appendix. If a UNE is Declassified or is not required to be provided under this 251(c)(3) UNE Appendix and/or not described in this 251(c)(3) UNE Appendix, it is the Parties' intent that the UNE is not

available under this Agreement, notwithstanding any reference to the UNE elsewhere in the Agreement, including in any other Appendix, or in the Pricing Schedule.

### 3.5 Transition Procedure for UNEs that are Declassified during the Term of the Agreement:

3.5.1 The procedure set forth in this Section does not apply to the Declassification events described in Sections 8.1.4 below, Section 9.1.7 below which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable Caps are met, or where Declassification occurs because Wire Centers/Routes meet the criteria set forth in the FCC's TRO Remand Order (TRRO).

3.5.1.1 AT&T MICHIGAN shall only be obligated to provide Section 251 (c)(3) UNEs under this Agreement as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders. To the extent an element described as a UNE or an Unbundled Network Element in this Agreement is Declassified or is otherwise no longer a UNE, AT&T MICHIGAN may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other UNEs or other elements or services. Accordingly, in the event one (1) or more elements described as UNEs or as Unbundled Network Elements in this Agreement is Declassified or is otherwise no longer a UNE, AT&T MICHIGAN will identify such Declassified UNEs and provide written Notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a "Transitional Period" of thirty (30) calendar days from the date of such Notice, AT&T MICHIGAN agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written Notice, CLEC will cease ordering elements that are identified as Declassified or as otherwise no longer being available as a UNE in the AT&T MICHIGAN Notice letter. AT&T MICHIGAN reserves the right to review CLEC's orders transmitted to AT&T MICHIGAN and to the extent that CLEC has processed orders and such orders are provisioned after the Transitional Period, such elements are still subject to this Section, including the options set forth in (a) and (b) below, and AT&T MICHIGAN's rights of discontinuance or conversion in the event the options are not accomplished. During the Transitional Period, the following options are available to CLEC with regard to the element(s) identified in the AT&T MICHIGAN Notice, including the combination or other arrangement in which the element(s) were previously provided:

3.5.1.1.1 CLEC may issue a Local Service Request (LSR) or Access Service Request (ASR), as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or

3.5.1.1.2 AT&T MICHIGAN and CLEC may agree upon another service arrangement or element (e.g., via a separate agreement at market-based rates to the extent AT&T MICHIGAN offers such an agreement, or an equivalent tariffed AT&T MICHIGAN service, or resale), or may agree that an analogous access product or service may be substituted, if available.

3.5.2 Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) calendar day Transitional Period described in Section 3.5.1.1 above, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a), above, and/or if CLEC and AT&T MICHIGAN have failed to reach agreement under (b), above, as to a substitute service arrangement or element, then AT&T MICHIGAN may, at its sole option, disconnect the 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.

#### 4.0 Responsibilities of the Parties

- 4.1 AT&T MICHIGAN will provide access to UNEs for the provision by CLEC of a Telecommunications Service (Act, Section 251(c)(3)).
- 4.2 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 4.3 CLEC's use of any AT&T MICHIGAN UNE, or of its own equipment or facilities in conjunction with any AT&T MICHIGAN UNE, must not materially interfere with or impair service over any facilities of AT&T MICHIGAN, 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 MICHIGAN may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.
- 4.4 Where processes for any UNE provided pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, AT&T MICHIGAN will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable change management guidelines found on AT&T CLEC Online website.
- 4.5 Performance of UNEs:
- 4.5.1 Each UNE will be provided in accordance with AT&T MICHIGAN technical publications or other written descriptions, if any, as changed from time to time by AT&T MICHIGAN at its sole discretion.
- 4.5.2 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").
- 4.5.3 AT&T MICHIGAN may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for UNEs from affected Wire Center(s) may be suspended for a period of a few days prior and one (1) day after the upgrade or conversion date, consistent with the suspension AT&T MICHIGAN places on itself for orders from its End Users and other CLEC's End Users.
- 4.5.4 CLEC 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 that may be required because of changes in facilities, operations, or procedure of AT&T MICHIGAN minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 4.6 Conditions for Access to UNEs:
- 4.6.1 CLEC cannot use a UNE (whether on a stand-alone basis, in combination with other UNEs, or otherwise), with a network element possessed by CLEC (or otherwise) to provide service to itself, or for other administrative purpose(s).
- 4.6.2 CLEC may not access UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services.
- 4.6.3 Other conditions to accessing and using any UNE (whether on a stand-alone basis, in combination with other UNEs, with a network element possessed by CLEC, or otherwise) may be applicable under effective FCC rules. Associated and effective FCC and judicial orders shall also apply.
- 4.6.4 AT&T MICHIGAN shall provide Access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
- 4.6.5 Reference Collocation Amendment for methods of access to and/or Interconnection with AT&T MICHIGAN 251(c)(3) UNEs.



## 5.0 Cross-Connects/Central Office Channel Interfaces (COCI)

- 5.1 In the AT&T MICHIGAN Premises where CLEC is either Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated (see Collocation Amendment), AT&T MICHIGAN will extend AT&T MICHIGAN 251(c)(3) UNEs via-cross connects to CLEC's Physical or Virtual Collocation Point of Termination (POT), within the same AT&T MICHIGAN Premises where the 251(c)(3) UNEs are located.
- 5.2 AT&T MICHIGAN will provide cross-connects at the rates, terms, and conditions set forth in the Pricing Schedule.
- 5.2.1 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 5.2.2 CLEC shall refer trouble sectionalized in the AT&T MICHIGAN 251(c)(3) UNE to AT&T MICHIGAN's Maintenance Center.

## 6.0 New Combinations, Conversions, Commingling and EELs

### 6.1 New Combinations Involving UNEs:

- 6.1.1 Subject to the provisions hereof and upon CLEC request, AT&T MICHIGAN shall meet its combining obligations involving UNEs as to the extent required by FCC rules and orders.
- 6.1.2 To the extent CLEC requests a combination for which AT&T MICHIGAN does not have methods and procedures in place to provide such combination, rates and/or methods or procedures for such combination may be developed pursuant to the Bona Fide Request (BFR) process described in Appendix II Bona Fide Request. Where electronic ordering is not available, manual ordering shall be used.
- 6.1.2.1 AT&T MICHIGAN will charge CLEC the applicable recurring and nonrecurring charges for each individual UNE and/or combinations as set forth in the Pricing Schedule.
- 6.1.3 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section apply only in situations where each of the following is met:
- 6.1.3.1 it is technically feasible, including that network reliability and security would not be impaired;
- 6.1.3.2 AT&T MICHIGAN's ability to retain responsibility for the management, control, and performance of its network would not be impaired;
- 6.1.3.3 AT&T MICHIGAN would not be placed at a disadvantage in operating its own network;
- 6.1.3.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with AT&T MICHIGAN's network; and
- 6.1.3.5 CLEC is either unable to make the combination itself; or a new entrant and is unaware that it needs to combine certain UNEs to provide a Telecommunications Service, but such obligation under this Section ceases if AT&T MICHIGAN informs CLEC of such need to combine.
- 6.1.4 For purposes of Section 6.1.3.5 above and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation on/at an AT&T MICHIGAN Premise, as defined in the Amendment Collocation Amendment.
- 6.2 Conversion of Wholesale Services to 251(c)(3) UNE/UNE Combinations Or 251(c)(3) UNE/UNE Combinations to Wholesale Services:
- 6.2.1 Upon request, AT&T MICHIGAN shall convert a wholesale service, or group of wholesale services, to the equivalent UNE/UNE combinations that is/are available to CLEC pursuant to Section 251(c)(3) of the Act and under this Agreement, or convert UNE/UNE combination(s) that is/are available to CLEC pursuant to Section 251(c)(3) of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by AT&T MICHIGAN (collectively "Conversion").

- 6.2.2 A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and AT&T MICHIGAN.
- 6.2.3 AT&T MICHIGAN will not require physical rearrangements if the Conversion can be completed through record changes only. Any change from a wholesale service/group of wholesale services to a 251(c)(3) UNE/UNE combination(s), or from a 251(c)(3) UNE/UNE combination(s) to a wholesale service/group of wholesale services that require a physical rearrangement will not be considered a Conversion for purposes of this Agreement.
- 6.2.4 Orders for Conversions will be handled in accordance with the guidelines posted on AT&T CLEC Online website.
- 6.2.5 Where processes for the Conversion requested pursuant to this Appendix are not already in place, the Parties will comply with any applicable change management or CLEC User Forum guidelines.
- 6.2.6 If CLEC 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 251(c)(3) UNE, or combination of 251(c)(3) UNEs, CLEC shall not request such Conversion or continue using such 251(c)(3) UNE or 251(c)(3) UNEs that result from such Conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a 251(c)(3) UNE or combination of 251(c)(3) UNEs, AT&T MICHIGAN may convert the 251(c)(3) UNE or 251(c)(3) UNE combination to the equivalent wholesale service or group of wholesale services, upon written Notice to CLEC.
- 6.2.6.1 This Section applies to any 251(c)(3) UNE or combination of 251(c)(3) UNEs, including whether or not such 251(c)(3) UNE or combination of 251(c)(3) UNEs had been previously converted from an AT&T MICHIGAN service.
- 6.2.6.2 AT&T MICHIGAN may exercise its rights provided for hereunder and those allowed by law to ensure compliance with any applicable eligibility criteria.
- 6.2.7 Conversion Pricing:  
AT&T MICHIGAN shall charge the applicable non-recurring service order charge and applicable switch-as-is rates as set forth in the Pricing Schedule, for Conversions to specific UNE/UNE Combinations. AT&T MICHIGAN shall also charge the applicable non-recurring service order charge and applicable switch-as-is rates, as set forth in the Pricing Schedule, when converting from UNE/UNE combinations.
- 6.3 Commingling:
- 6.3.1 Commingling is not permitted, nor is AT&T MICHIGAN required to perform the functions necessary to Comingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair AT&T MICHIGAN's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place AT&T MICHIGAN at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T MICHIGAN's network.
- 6.3.2 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 MICHIGAN will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable change management or CLEC User Forum (CUF) guidelines and/or will be developed pursuant to the BFR process.
- 6.3.3 Any Commingling obligation is limited solely to Commingling of one (1) or more facilities or services that are provided at wholesale from AT&T MICHIGAN with UNEs; accordingly, no other facilities, services or functionalities are subject to Commingling, including but not limited to facilities, services or functionalities that AT&T MICHIGAN might offer pursuant to Section 271 of the Act.
- 6.3.4 Except as provided in Section 6.3 above and, further, subject to the other provisions of this Agreement, AT&T MICHIGAN shall permit CLEC to Comingle a UNE or a combination of UNEs

with facilities or services obtained at wholesale from **AT&T MICHIGAN** to the extent required by effective FCC rules and associated and effective FCC and judicial orders.

- 6.3.5 Upon request, and subject to Section 6, **AT&T MICHIGAN** shall perform the functions necessary to Commingle a 251(c)(3) UNE or a combination of 251(c)(3) UNEs with one (1) or more facilities or services that CLEC has obtained at wholesale from **AT&T MICHIGAN** (as well as requests where CLEC also wants **AT&T MICHIGAN** to complete the actual Commingling), except that **AT&T MICHIGAN** shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 6.2.1 above applies to the Commingled Arrangement sought by CLEC; or (ii) the CLEC is able to perform those functions itself. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, **AT&T MICHIGAN's** obligation to Commingle ceases if **AT&T MICHIGAN** informs CLEC of such need to Commingle.
- 6.3.6 For purposes of Section 6.3.1 above and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the UNE(s), UNE combination, and facilities or services obtained at wholesale from **AT&T MICHIGAN** are available to CLEC at the CLEC's Collocation Arrangement. For Collocation terms and conditions see Collocation Amendment.
- 6.3.7 **AT&T MICHIGAN** has developed a list of Commingled Arrangements that will be available for ordering. This list is posted on AT&T's CLEC Online website.
- 6.3.7.1 Any request by CLEC for a Commingled Arrangement not included in such list may be made via Appendix II Bona Fide Request. In any such BFR, CLEC must designate among other things the 251(c)(3) UNE(s), combination of 251(c)(3) UNEs, and the facilities or services that CLEC has obtained at wholesale from **AT&T MICHIGAN** sought to be Commingled and the needed location(s), the order in which such 251(c)(3) UNEs, such combinations of 251(c)(3) UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.
- 6.3.8 **AT&T MICHIGAN** will charge the appropriate recurring and non-recurring rates as identified in the Pricing Schedule. **AT&T MICHIGAN** shall charge the appropriate non-recurring rates as set forth in the Pricing Schedule(s) applicable to the 251(c)(3) UNEs (or 251(c)(3) UNE combinations) that are Commingled on a 251(c)(3) UNE-by-251(c)(3) UNE basis, and for the facilities and services that are Commingled (under this Section 6.3 above) 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.
- 6.3.9 **AT&T MICHIGAN** shall not be required to, and shall not, provide Ratcheting as a result of Commingling or a Commingled Arrangement.
- 6.4 Mandatory Eligibility Criteria for Access to Certain UNEs
- 6.4.1 Except as provided below in this Section or elsewhere in the Agreement and subject to this Section and Section 6.2 above, Conversion of Wholesale Services to 251(c)(3) UNEs, of this Appendix, **AT&T MICHIGAN** shall provide access to 251(c)(3) UNEs and combinations of 251(c)(3) UNEs without regard to whether the CLEC seeks access to the 251(c)(3) UNEs to establish a new circuit or to convert an existing circuit from a wholesale service to 251(c)(3) UNEs.
- 6.4.2 **AT&T MICHIGAN** is not obligated, and shall not, provide access to (1) an unbundled DS1 UNE Loop in combination, or Commingled, with a DS1 UDT facility or service or a DS3 or higher UDT facility or service, or an unbundled DS3 UNE Loop in combination, or Commingled, with a DS3 or higher UDT facility or service, or (2) an unbundled DS1 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UNE Loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that the condition set forth in subsection 6.4.2.1 below is met with respect to the arrangement being sought.

- 6.4.2.1 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:
- 6.4.2.1.1 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 MICHIGAN** 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, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and
  - 6.4.2.1.2 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 twenty-eight (28) Local voice Telephone Numbers assigned to it; and
  - 6.4.2.1.3 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
  - 6.4.2.1.4 Each circuit to be provided to each End User will terminate in a Collocation arrangement that meets the requirements of Section 6.4.3 below of this Appendix; and
  - 6.4.2.1.5 Each circuit to be provided to each End User will be served by an Interconnection Trunk that meets the requirements of Section 6.4.4 below of this Appendix; and
  - 6.4.2.1.6 For each twenty-four (24) DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection Trunk that meets the requirements of Section 6.4.4 below of this Appendix; and
  - 6.4.2.1.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.
  - 6.4.2.1.8 **AT&T MICHIGAN** shall not be required to provide, and shall not provide, any 251(c)(3) UNE Combination of a 251(c)(3) UNE Local Loop and UDT at DS1 or higher (whether as a UNE Combination by themselves, with a network element possessed by CLEC, 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 6.4.3 below of this Appendix.
- 6.4.3 A Collocation arrangement meets the requirements of Section 6.4 above of this Appendix if it is:
- 6.4.3.1 Established pursuant to Section 251(c)(6) of the Act and located at **AT&T MICHIGAN** Premises within the same LATA as the End User's premises, when **AT&T MICHIGAN** is not the Collocator; or
  - 6.4.3.2 Located at a Third Party's premises within the same LATA as the End User's premises, when **AT&T MICHIGAN** is the Collocator.
- 6.4.4 An Interconnection Trunk meets the requirements of Section 6.4.2.1.5 above and Section 6.4.2.1.6 above of this Appendix if CLEC 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.
- 6.4.5 For a new circuit to which Section 6.4.2 above applies, CLEC may initiate the ordering process if CLEC 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 6.4.2.1.1 above and Section 6.4.2.1.3 above respectively. In such case, CLEC shall satisfy Section 6.4.2.1.1 above and/or Section 6.4.2.1.3 above if it assigns the required Local Telephone Number(s), and

implements 911/E911 capability, within thirty (30) calendar days after AT&T MICHIGAN provisions such new circuit. CLEC must provide AT&T MICHIGAN with sufficient proof that such assignment and/or implementation has occurred by the end of such thirtieth (30<sup>th</sup>) day.

Section 6.4.5 above does not apply to existing circuits to which Section 6.4.2 above applies, including Conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 6.4.2.1.1 above and Section 6.4.2.1.3 above requirements for existing circuits at the time it initiates the ordering process).

- 6.4.6 CLEC hereby agrees that by submitting an order to AT&T MICHIGAN for an Included Arrangement (whether new, as a result of a requested Conversion, or otherwise), CLEC is certifying that it meets and will continue to meet the requirements of Section 6.4 above 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 CLEC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section.

If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with AT&T MICHIGAN.

- 6.4.7 In addition to any other audit rights provided for this Agreement and those allowed by law, AT&T MICHIGAN may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section. For purposes of calculating and applying an "annual basis", it means a consecutive twelve (12) month period for each individual State, beginning upon AT&T MICHIGAN's written Notice that an audit will be performed for that State, subject to Section 6.4.7.4 below.

6.4.7.1 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 CLEC's compliance with the qualifying service eligibility criteria.

6.4.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.4 above.

6.4.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically includes an examination of a sample selected in accordance with the independent auditor's judgment.

6.4.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 6.4 above, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a 251(c)(3) UNE/UNE Combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the 251(c)(3) UNE or 251(c)(3) UNE Combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and AT&T MICHIGAN may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC 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 MICHIGAN. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any 251(c)(3) UNE for any period in which CLEC does not meet the conditions set forth in this Section 6.4 above for that 251(c)(3) UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, (e.g., AT&T MICHIGAN shall not have to wait the remaining part of the consecutive twelve (12) month period before it is permitted to audit again in that state).

6.4.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 6.4 above, CLEC

must reimburse AT&T MICHIGAN for the cost of the independent auditor and for AT&T MICHIGAN's costs in the same manner and using the same methodology and rates that AT&T MICHIGAN is required to pay CLEC's costs under Section 6.4.7.4.2 below.

- 6.4.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 6.4 above, AT&T MICHIGAN must reimburse CLEC 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.).
- 6.4.7.5 CLEC 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.
- 6.4.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section in all cases and, further, the failure of AT&T MICHIGAN to require such compliance, including if AT&T MICHIGAN provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section, 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.

## 7.0 Network Interface Device (NID)

- 7.1.1 Subject to Section 3.0 above of this Appendix, AT&T MICHIGAN shall provide unbundled access to the Unbundled Network Interface Device (NID) under the following terms and conditions in this subsection.
- 7.1.2 The Maintenance and control of the End User's inside wiring (on the End User's side of the 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 MICHIGAN offers nondiscriminatory access to the NID on an unbundled basis to CLEC for the provision of a Telecommunications Service.
- 7.1.3 AT&T MICHIGAN will permit CLEC to connect its UNE Loop facilities to an End User's premises wiring through AT&T MICHIGAN's NID, or at any other technically feasible point.
- 7.1.4 Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by AT&T MICHIGAN based on Time and Material charges. AT&T MICHIGAN, at the request of CLEC, will disconnect the AT&T MICHIGAN UNE Loop from the NID at charges reflected in the Pricing Schedule.
- 7.1.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T MICHIGAN's NID where necessary.
- 7.1.6 The AT&T MICHIGAN NIDs that CLEC uses under this Appendix will be existing NIDs installed by AT&T MICHIGAN to serve its End Users.
- 7.1.7 CLEC shall not attach to or disconnect AT&T MICHIGAN's ground. CLEC shall not cut or disconnect AT&T MICHIGAN's UNE Loop from the NID and/or its protector. CLEC shall not cut any other leads in the UNE NID.
- 7.1.8 CLEC, when it has constructed its own NID at a premises and needs only to make contact with AT&T MICHIGAN's NID, can disconnect the End User's wiring from AT&T MICHIGAN's NID and reconnect it to CLEC's NID.

## 8.0 UNE Loop

- 8.1.1 Subject to Section 3.0 above of this Appendix, AT&T MICHIGAN shall provide unbundled access to UNE Loops under the terms and conditions in this subsection.
- 8.1.2 Consistent with the applicable FCC rules, AT&T MICHIGAN will make available the UNE Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T MICHIGAN central

office and the UNE Loop demarcation point at an End User premises. **AT&T MICHIGAN** shall not be obligated to provision any of the UNE Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the UNE 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 MICHIGAN**. The UNE Loop includes, but is not limited to copper UNE Loops (two-wire and four-wire analog voice-grade copper UNE Loops, digital copper UNE Loops [e.g., DS0s and integrated services digital network (ISDN) lines]), as well as two-wire and four-wire copper UNE Loops conditioned, at CLEC's request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services, DS1 Digital UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.4.4 below) and DS3 Digital UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.5.4 below) where such UNE Loops are deployed and available in **AT&T MICHIGAN** Wire Centers. CLEC agrees to operate each UNE Loop type within applicable technical standards and parameters.

- 8.1.2.1 When a UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such UNE Loop will require 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 CLEC's End User. Therefore, any request by CLEC for a UNE Loop to a high voltage area will be submitted by CLEC to **AT&T MICHIGAN** via the BFR process set forth in Appendix II Bona Fide Request, and CLEC shall be required to pay **AT&T MICHIGAN** for any HVPE that is provisioned by **AT&T MICHIGAN** to CLEC in connection with CLEC's UNE Local Loop order to the high voltage area.
- 8.1.3 The following types of UNE Loops will be provided at the rates, terms, and conditions set forth in this Appendix, Pricing Schedule.
- 8.1.3.1 **AT&T MICHIGAN** 2-Wire Analog UNE Loop (Unbundled Voice Loop)
- 8.1.3.1.1 2-Wire Analog UNE Loop is a transmission facility that supports analog voice frequency, voice band services with UNE Loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 8.1.3.1.2 If CLEC requests one (1) or more 2-Wire Analog UNE Loops serviced by Integrated Digital Loop Carrier (IDLC), **AT&T MICHIGAN** will, where available, move the requested UNE Loop(s) to a spare, existing all-copper UNE Local Loop at no additional charge to CLEC. If, however, no spare UNE Local Loop is available, as defined above, **AT&T MICHIGAN** will notify CLEC of the lack of available facilities.
- 8.1.3.2 **AT&T MICHIGAN** 4-Wire Analog UNE Loop
- 8.1.3.2.1 A 4-Wire Analog UNE 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 UNE Loop provides separate transmits and receive paths.
- 8.1.3.3 **AT&T MICHIGAN** 2-Wire Digital UNE Loop/2-Wire ISDN
- 8.1.3.3.1 A 2-Wire Digital UNE Loop is a transmission facility that supports Basic Rate ISDN (BRI) digital exchange services and will be provisioned according to industry standards.
- 8.1.3.4 **AT&T MICHIGAN** DS1 Digital UNE Loop
- 8.1.3.4.1 A DS1 Digital UNE Loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 Digital UNE Loop supports usable bandwidth up to 1.544 Mbps.
- 8.1.3.4.2 DS1 Digital UNE Loops will be offered and/or provided only where such UNE Loops have not been Declassified.

- 8.1.3.4.3 The procedures set forth in Section 8.1.4.1 below will apply in the event DS1 Digital UNE Loops are or have been Declassified.
- 8.1.3.4.4 DS1 UNE Loop "Caps" – **AT&T MICHIGAN** is not obligated to provide to CLEC more than ten (10) DS1 Digital UNE Loops to any single Building in which DS1 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Digital UNE Loops once CLEC has already obtained ten DS1 Digital UNE Loops at the same Building. If, notwithstanding this Section, CLEC submits such an order, at **AT&T MICHIGAN's** option it may accept or reject the order, but convert any requested DS1 Digital UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS1 Digital UNE Loop(s) as of the date of provisioning.
- 8.1.3.5 **AT&T MICHIGAN** DS3 Digital UNE Loop
- 8.1.3.5.1 A DS3 Digital UNE Loop provides a digital, 45 Mbps transmission facility from an **AT&T MICHIGAN** central office to an End User's premises.
- 8.1.3.5.2 DS3 Digital UNE Loops will be offered and/or provided only where such UNE Loops have not been Declassified.
- 8.1.3.5.3 The procedures set forth in Section 8.1.4.2 below will apply in the event DS3 Digital UNE Loops are or have been Declassified.
- 8.1.3.5.4 DS3 UNE Loop "Caps" – **AT&T MICHIGAN** is not obligated to provide to CLEC more than one (1) DS3 Digital UNE Loop per requesting carrier to any single Building in which DS3 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Digital UNE Loops once CLEC has already obtained one DS3 Digital UNE Loop at the same Building. If, notwithstanding this Section, CLEC submits such an order, at **AT&T MICHIGAN's** option it may accept or reject the order, but convert any requested DS3 Digital UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Digital UNE Loop(s) as of the date of provisioning.
- 8.1.3.6 FTTH/FTTC Loops
- 8.1.3.6.1 In new build (i.e., greenfield) areas, **AT&T MICHIGAN** is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when **AT&T MICHIGAN** deploys any such Loop to a residential unit that previously has not been served by any Loop facility.
- 8.1.3.6.2 In Overbuild situations where **AT&T MICHIGAN** has deployed a FTTH or FTTC Loop parallel to, or in replacement of, an existing copper Loop facility and has not retired the copper Loop pursuant to 47 C.F.R § 51.319(a)(3)(iv), **AT&T MICHIGAN** is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when **AT&T MICHIGAN** has deployed any such Loop parallel to, or in replacement of an existing copper Loop facility, except that:
- 8.1.3.6.2.3 **AT&T MICHIGAN** may retire copper Loops that have been replaced with FTTH/FTTC facilities using the FCC's network disclosure requirements as set forth in Section 251(c)(5) of the Act and in §§ 51.325 through 51.335 and any applicable state requirements.
- 8.1.3.6.2.4 If **AT&T MICHIGAN** retires the copper loop pursuant to this Section, **AT&T MICHIGAN** shall provide nondiscriminatory access to one 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop or fiber-to-the-curb loop on an unbundled basis



on the same rates and terms applicable under the Agreement to a 2-Wire Voice Grade Loop to the same premises where such a loop is available.

#### 8.1.4 Declassification Procedure

8.1.4.1 DS1 UNE Digital Loop – Subject to the Cap described in Section 8.1.3.4.4 above, **AT&T MICHIGAN** shall provide CLEC with access to a DS1 UNE Digital Loop, where available, to any Building not served by a Wire Center with sixty thousand (60,000) or more business lines and four (4) or more fiber-based Collocators. Once a Wire Center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that Wire Center, or any Buildings served by that Wire Center, and DS1 Digital UNE Loops in that Wire Center, or any Buildings served by that Wire Center, shall be Declassified and no longer available as UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Digital UNE Loops in such Wire Center(s), or any Buildings served by such Wire Center(s).

8.1.4.2 DS3 Digital UNE Loop – Subject to the Cap described in Section 8.1.3.5.4 above, **AT&T MICHIGAN** shall provide CLEC with access to a DS3 UNE Digital UNE 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 UNE Loop unbundling will be required in that Wire Center, or any Buildings served by that Wire Center, and DS3 Digital UNE Loops in that Wire Center, or any Buildings served by that Wire Center, shall be Declassified, and no longer available as UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Digital UNE Loops in such Wire Center(s), or any Buildings served by such Wire Center(s).

8.1.4.3 Effect on Embedded Base – Upon Declassification of DS1 Digital UNE Loops and/or DS3 Digital UNE Loops already purchased by CLEC as UNES under this Agreement, **AT&T MICHIGAN** will provide written Notice to CLEC of such Declassification and proceed in accordance with Sections 14.0 below 15.0 below, and 16.0 below.

8.1.4.3.1 Products provided by **AT&T MICHIGAN** in conjunction with such UNE Loops (e.g., cross-connects) shall also be subject to re-pricing under this Section and Section 14.0 below where such UNE Loops are Declassified.

8.1.4.4 The Parties agree that activity by **AT&T MICHIGAN** under this Section shall not be subject to the Network Disclosure Rules. [Open for AT&T – NDR][PFN accepts]

### 9.0 UNE DS1 and DS3 Dedicated Transport

9.1.1 Subject to Section 3.0 above of this Appendix, **AT&T MICHIGAN** shall provide DS1 (1.544 Mbps) and DS3 (44.736 Mbps) UDT under the following terms and conditions in this subsection.

9.1.2 Entrance facilities: For purposes of this Agreement, **AT&T MICHIGAN** is not obligated to provide CLEC with unbundled access to DS1/DS3 UDT that does not connect a pair of **AT&T MICHIGAN** Wire Centers. 9.1.3 **AT&T MICHIGAN** will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide DS1/DS3 UDT.

9.1.4 Subject to the Caps set forth in Section 9.1.6.2 below and Section 9.1.6.3 below, DS1/DS3 UDT will be provided only where such facilities exist at the time of CLEC request, and only over Routes that are not or have not been Declassified.

9.1.5 Intentionally Omitted.

9.1.6 DS1 and DS3 UDT includes, as follows:

9.1.6.1 Multiplexing – an option ordered in conjunction with DS1 or DS3 UDT that 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 DS1 or DS3 UDT and at the rates set forth in the Pricing Schedule.

- 9.1.6.2 DS3 UDT Caps – **AT&T MICHIGAN** is not obligated to provide to CLEC more than twelve (12) DS3 UDT circuits on each Route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 UDT circuits on the same Route. If, notwithstanding this Section, CLEC submits such an order, at **AT&T MICHIGAN**'s option, it may accept or reject the order, but convert any requested DS3 UDT in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.
- 9.1.6.3 DS1 UDT Caps - **AT&T MICHIGAN** is not obligated to provide to CLEC more than ten (10) DS1 251(c)(3) UDT circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 251(c)(3) UDT circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at **AT&T MICHIGAN**'s option it may accept the order, but convert any requested DS1 251(c)(3) UDT in excess of the Cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning.
- 9.1.7 Declassification Procedure
- 9.1.7.1 Wire Center "Tiers" – For purposes of Sections 9.0 above and 10.0 below Wire Centers are classified into three "tiers" as follows:
- 9.1.7.1.1 Tier 1 Wire Centers are those **AT&T MICHIGAN** Wire Centers that contain at least four (4) fiber-based Collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those **AT&T MICHIGAN** tandem switching locations that have no Line-Side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. 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.
- 9.1.7.1.2 Tier 2 Wire Centers are those **AT&T MICHIGAN** Wire Centers that are not Tier 1 Wire Centers, but contain at least three (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.
- 9.1.7.1.3 Tier 3 Wire Centers are those **AT&T MICHIGAN** Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.
- 9.1.7.2 DS1 Dedicated Transport Declassification
- 9.1.7.2.1 Subject to the Cap described in Section 9.1.6.3 above **AT&T MICHIGAN** shall provide CLEC with access to DS1 UDT on Routes, except Routes where both Wire Centers defining the Route are Tier 1 Wire Centers. As such, **AT&T MICHIGAN** must provide 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 UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Dedicated Transport on such Route(s).
- 9.1.7.3 DS3 Dedicated Transport Declassification
- 9.1.7.3.1 Subject to the Cap described in 9.1.6.1 above, **AT&T MICHIGAN** shall provide CLEC with access to DS3 UDT, except on Routes where both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers.

As such, AT&T MICHIGAN must provide DS3 UDT 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 UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Dedicated Transport on such Route(s).

9.1.7.4 Effect on Embedded Base – Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as UNEs under this Agreement, AT&T MICHIGAN will provide written Notice to CLEC of such Declassification, and proceed in accordance with Sections 14.0 below, 15.0 below and 16.0 below.

9.1.7.4.1 Products provided by AT&T MICHIGAN in conjunction with UNE DS1 and DS3 Dedicated Transport (e.g., cross-connects) shall also be subject to re-pricing under the section where Dedicated Transport is Declassified.

9.1.7.5 The Parties agree that activity by AT&T MICHIGAN under this Section 9.1.7 above shall not be subject to the Network Disclosure Rules.

## 10.0 UNE Dedicated Transport Dark Fiber

10.1 Subject to Section 4.0 above of this Appendix, AT&T MICHIGAN shall provide unbundled access to Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. AT&T MICHIGAN is not required to provide UNE Loop and/or Dark Fiber Loop on an unbundled basis.

10.2 Dedicated Transport Dark Fiber is deployed, unlit optical fiber within AT&T MICHIGAN's network. Dedicated Transport Dark Fiber charges are set forth in the Pricing Schedule.

10.3 At Dedicated Transport Dark Fiber segments in Routes that have not been Declassified, AT&T MICHIGAN will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 10.4 below. AT&T MICHIGAN is not obligated to provide CLEC with unbundled access to Dedicated Transport Dark Fiber that does not connect a pair of AT&T MICHIGAN Wire Centers. AT&T MICHIGAN will offer UNE Dedicated Transport Dark Fiber to CLEC when CLEC has Collocation space in each AT&T MICHIGAN central office where the requested UNE Dedicated Transport Dark Fiber(s) terminate.

10.4 Spare Dark Fiber Transport Inventory Availability and Condition:

10.4.1 All available spare UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered.

10.4.2 Spare Dedicated Transport Dark Fiber is fiber that can be spliced in all segments, point to point but not assigned. Spare Dedicated Transport Dark Fiber does not include maintenance spares, fibers set aside and documented for AT&T MICHIGAN's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers.

10.4.3 CLEC will not obtain any more than twenty-five percent (25%) of the spare UNE Dedicated Transport Dark Fiber contained in the requested segment during any two (2) year period.

10.5 CLEC requesting UNE Dedicated Transport Dark Fiber must submit a Dark Fiber Facility Inquiry, providing CLEC's specific point-to-point (A to Z) dark fiber requirements. Rates for the Dark Fiber Facility Inquiry are as set forth in the Pricing Schedule.

10.6 For Quantities and Time Frames for ordering UNE Dedicated Transport Dark Fiber, refer to the AT&T CLEC Online website.

10.7 Right of Revocation of Access to UNE Dedicated Transport Dark Fiber:

10.7.1 Right of revocation of access to UNE Dedicated Transport Dark Fiber is distinguishable from Declassification. For clarification purposes, AT&T MICHIGAN's right of revocation of access under this Section applies even when the affected Dedicated Transport Dark Fiber remains a UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section.

- 10.7.2 Should CLEC not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date AT&T MICHIGAN provided the fiber(s), AT&T MICHIGAN may revoke CLEC's access to the UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T MICHIGAN's inventory.
- 10.7.3 AT&T MICHIGAN may reclaim from CLEC the right to use UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written Notice to CLEC. If the reclaimed UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the Notice period, AT&T MICHIGAN will provide an alternative facility for CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. AT&T MICHIGAN must also demonstrate upon CLEC's request that the reclaimed Dedicated Transport Dark Fiber will be needed to meet AT&T MICHIGAN's bandwidth requirements within the twelve (12) months following the revocation.
- 10.8 Access Methods Specific to UNE Dedicated Transport Dark Fiber:
- 10.8.1 The termination point for UNE Dedicated Transport Dark Fiber at central offices will be in an AT&T MICHIGAN-approved splitter shelf. This arrangement allows for non-intrusive testing.
- 10.8.2 At central offices, UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent, in the central office. CLEC access is provided via Collocation.
- 10.9 For Installation and Maintenance for UNE Dedicated Transport Dark Fiber, refer to AT&T's CLEC Online website.
- 10.9.1 AT&T MICHIGAN will install termination points and place the fiber jumpers from the fiber optic terminals to the termination point. CLEC will run its fiber jumpers from the termination point (1x2, 90-10 optical splitter) to CLEC.
- 10.10 Dark Fiber Transport Declassification:
- 10.10.1 AT&T MICHIGAN shall provide CLEC with access to 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 described in Section 14.0 below. As such, AT&T MICHIGAN must provide 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 UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE Dedicated Transport Dark Fiber on such Route(s).
- 10.10.2 Effect on Embedded Base – Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as UNEs under this Agreement, AT&T MICHIGAN will provide written Notice to CLEC of such Declassification, and proceed in accordance with Section 14.0 below. At the end of the Notice period under that Section, provision of the affected Dedicated Transport Dark Fiber to CLEC will be terminated without further obligation of AT&T MICHIGAN.
- 10.10.3 Products provided by AT&T MICHIGAN in conjunction with UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section where such fiber is Declassified.
- 10.10.4 The Parties agree that activity by AT&T MICHIGAN under this Section shall not be subject to the Network Disclosure Rules.
- 11.0 Routine Network Modifications for UNE Loops, UNE DS1, DS3 and Dark Fiber Dedicated Transport
- 11.1.1 AT&T MICHIGAN shall make Routine Network Modifications (RNM) to UNE Loop and UNE DS1, DS3, and Dark Fiber Dedicated Transport facilities used by CLEC where the requested UNE facility has already been constructed. AT&T MICHIGAN shall perform RNM to UNE Loop and UNE DS1, DS3, and Dark Fiber Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the UNE facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

- 11.1.2 A "Routine Network Modification" is an activity that AT&T regularly undertakes for its own customers. RNM 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 AT&T MICHIGAN ordinarily attaches to activate such UNE Loops or Transport facilities for its own retail End Users, under the same conditions and in the same manner that AT&T MICHIGAN does for its own End Users. RNM may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. AT&T MICHIGAN will place drops in the same manner as it does for its own End Users.
- 11.1.3 RNM do not include constructing new UNE Loops; or UNE DS1, DS3, or Dark Fiber Dedicated Transport; installing new cable or fiber; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; or removing or reconfiguring packetized transmission facility. Nor do RNM include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics). AT&T MICHIGAN is not obligated to perform those activities for CLEC.
- 11.1.4 AT&T MICHIGAN shall determine whether and how to perform RNM using the same network or outside plant engineering principles that would be applied in providing service to AT&T MICHIGAN's retail End Users.
- 11.1.5 AT&T MICHIGAN has no obligation to build Time Division Multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that never had TDM capability.
- 11.1.6 Notwithstanding anything to the contrary herein, AT&T MICHIGAN's obligations with respect to RNM apply only where the UNE Loop and Transport transmission facilities are subject to unbundling and do not apply to FTTH UNE Loops or FTTC UNE Loops.
- 11.1.7 AT&T MICHIGAN shall provide RNM at the rates, terms and conditions set forth in this Appendix and in the Pricing Schedule or at rates to be determined on an individual case basis (ICB) or through the Special Construction (SC) process. AT&T MICHIGAN will impose charges for RNM 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 RNM for which AT&T MICHIGAN is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC as an ICB/SC 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, and (iv) where applicable, deploying multiplexing equipment, to the extent such equipment is not present on the UNE Loop or Transport facility when ordered.
- 12.0 911/E911 Database**
- 12.1.1 Access to the AT&T MICHIGAN 911/E911 call-related databases will be provided as described in Appendix XXVI 911/E911.
- 13.0 Operations Support Systems (OSS) Functions**
- 13.1.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T MICHIGAN's databases and information. AT&T MICHIGAN will provide CLEC access to its OSS Functions as outlined in Appendix XIV Operations Support Systems (OSS).
- 14.0 Non-Impaired Wire Center Criteria and Related Processes**
- 14.1 AT&T MICHIGAN has designated and posted, to AT&T CLEC Online website, the Wire Centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity UNE 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.
- 14.2 Commission-approved Wire Center Lists:
- 14.2.1 In states where the Commission has already determined 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), CLEC may no longer self-certify or request DS1/DS3 High-Capacity UNE 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.

- 14.3 Wire Center Lists Pending Commission Approval:
- 14.3.1 In states where 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), **AT&T MICHIGAN**'s designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. If a CLEC 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 MICHIGAN**'s designations.
- 14.4 Self-Certifications:
- 14.4.1 CLEC shall perform a reasonably diligent inquiry to determine whether, to the best of CLEC's knowledge, 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).
- 14.4.2 If, based on its reasonably diligent inquiry, the CLEC disputes the **AT&T MICHIGAN** Wire Center non-impairment designation, the CLEC will provide a self-certification to **AT&T MICHIGAN** identifying the Wire Center(s) for which it is self-certifying. To self-certify, CLEC can send a letter to **AT&T MICHIGAN** claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to **AT&T MICHIGAN**.
- 14.4.3 If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, then **AT&T MICHIGAN** shall provision the requested facilities in accordance with CLEC's order and within **AT&T MICHIGAN**'s standard ordering interval applicable to such facilities.
- 14.4.4 If **AT&T MICHIGAN** in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section of this Agreement, **AT&T MICHIGAN** will modify its systems to accept such orders within five (5) business hours of CLEC notification to its Local Service Specialist.
- 14.4.5 CLEC may not submit a self-certification for a Wire Center after the transition period for the DS1/DS3 UNE Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the Wire Center has passed.
- 14.5 CLEC may not self-certify that it is entitled to obtain Unbundled DS1/DS3 UNE Loops or Unbundled DS1/DS3 Dedicated Transport at a location where CLEC has met the volume Cap set forth in Sections 8.1.3.4.4 above and 8.1.3.5.4 above (for DS1/DS3 UNE Loops) and 9.1.6.3 above and 9.1.6.2 above (for DS1/DS3 Dedicated Transport).
- 14.6 Until CLEC provides a self-certification for High-Capacity UNE Loops and/or Transport for such Wire Center designations, CLEC will not submit High Capacity UNE Loop and/or Transport orders based on the Wire Center designation, and if no self-certification is provided will transition any remaining Embedded Base of DS1 and DS3 UNE Loop and Transport and Dark Fiber Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, within thirty (30) calendar days of executing this Agreement. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such thirty (30) calendar day period, **AT&T MICHIGAN** may disconnect such circuits or beginning billing CLEC the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates.
- 14.7 **AT&T MICHIGAN** will update the AT&T CLEC Online website posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section above 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 14.0 above of this Agreement.
- 14.8 If it desires to do so, **AT&T MICHIGAN** can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures:

- 14.8.1 **AT&T MICHIGAN** will notify the CLEC of its intent to dispute the CLEC's self-certification within thirty (30) calendar days of the CLEC's self-certification or within thirty (30) calendar days of the Effective Date of this Agreement, whichever is later.
- 14.8.2 **AT&T MICHIGAN** will file the dispute for resolution with the state Commission within sixty (60) calendar days of the CLEC's self-certification or within sixty (60) calendar days of the Effective Date of this Agreement, whichever is later.
- 14.8.3 **AT&T MICHIGAN** will notify CLEC of the filing of such a dispute via Accessible Letter.
- 14.8.4 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.
- 14.9 During the timeframe of any dispute resolution proceeding, **AT&T MICHIGAN** shall continue to provide the High-Capacity UNE Loop or Transport facility in question to CLEC at the rates in the Pricing Schedule.
- 14.10 If CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 UNE Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected UNE Loop or Transport shall be subject to true-up as follows:
- 14.10.1 For Wire Centers designated by **AT&T MICHIGAN** prior to March 11, 2005 and
- 14.10.2 For the affected UNE Loop/Transport element(s) installed prior to March 11, 2005,
- 14.10.2.1 CLEC will provide a true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rates which are the rates in effect at the time of the non-impairment designations plus fifteen percent (15%) ("Transitional Rates"). If affected UNE Loops/Transport element(s) remain in place after the end of the initial TRRO transition period, CLEC 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 Rates. The applicable equivalent special access rate/Transitional Rates as described above will continue to apply until the facility has been transitioned.
- 14.10.2.2 For the affected UNE Loop/Transport element(s) installed after March 11, 2005, CLEC 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 (30) calendar days after **AT&T MICHIGAN's** Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates will continue to apply until the facility has been transitioned.
- 14.10.2.3 For Wire Centers designated by **AT&T MICHIGAN** after March 11, 2005:
- 14.10.2.3.1 For affected UNE Loop/Transport elements ordered before **AT&T MICHIGAN's** Wire Center designation,
- 14.10.2.3.1.1 if the applicable transition period is within the initial TRRO transition period described in Section 15.0 below of this Agreement, CLEC will provide a true-up during the period between the date that is thirty (30) calendar days after **AT&T MICHIGAN's** Notice of non-impairment and the date the circuit is transitioned to the Transitional Rates.
- 14.10.2.3.1.2 if the applicable transition period is after the initial TRRO transition period described in Section 14.1 above of this Agreement has expired, CLEC will provide a true-up based on the Transitional Rates between the date that is thirty (30) calendar days after **AT&T MICHIGAN's** Notice of non-

impairment and the end of the applicable transition period described in Section 15.1 below 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 Rates. The applicable equivalent special access/Transitional Rates as described above will continue to apply until the facility has been transitioned.

14.10.2.3.2 For affected UNE Loop/Transport elements ordered after AT&T MICHIGAN's Wire Center designation, CLEC will provide a true-up for the affected UNE Loop/Transport element(s) to an equivalent special access rate for the affected UNE Loop/Transport element(s) as of the later of the date billing began for the provisioned element or thirty (30) calendar days after AT&T MICHIGAN's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates will continue to apply until the facility has been transitioned.

14.10.3 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T MICHIGAN 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 MICHIGAN intends to rely, which will include the detailed business line information for the AT&T MICHIGAN Wire Center or centers that are the subject of the dispute.

## 15.0 Future Wire Center Designations

15.1 The parties recognize that Wire Centers that AT&T MICHIGAN 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 (1) or more of the FCC's non-impairment thresholds, meets one (1) or more of these thresholds at a later date, AT&T MICHIGAN may add the Wire Center to the list of designated Wire Centers and the Parties will use the following process:

15.1.1 AT&T MICHIGAN may update the Wire Center list as changes occur.

15.1.2 To designate a Wire Center that had previously not met one (1) or more of the FCC's impairment thresholds but subsequently does so, AT&T MICHIGAN will provide notification to CLEC via Accessible Letter and by a posting on AT&T CLEC Online website.

15.1.3 AT&T MICHIGAN will continue to accept CLEC orders for impacted DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for thirty (30) calendar days after the date the Accessible Letter is issued.

15.1.4 In the event the CLEC disagrees with AT&T MICHIGAN's determination, CLEC will have sixty (60) calendar days from the issuance of the Accessible Letter to dispute AT&T MICHIGAN's Wire Center determination by providing a self-certification to AT&T MICHIGAN.

15.1.5 If the CLEC does not use the self-certification process described in Section 15.1.4 above to self-certify against AT&T MICHIGAN's Wire Center designation within sixty (60) calendar days of the issuance of the Accessible Letter, CLEC must transition all circuits that have been declassified by the Wire Center designation(s) by disconnecting or transitioning to an alternate facility or arrangement, if available, within thirty (30) calendar days ending on the ninetieth (90<sup>th</sup>) day after the issuance of the Accessible Letter providing the Wire Center designation of non-impairment; no additional notification from AT&T MICHIGAN will be required. CLEC may not obtain new DS1/DS3 UNE 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. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such thirty (30) day period, AT&T MICHIGAN may disconnect such circuits or beginning billing CLEC the



equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the transitional rates set forth in Section 15.2 below.

- 15.1.6 If CLEC does provide self-certification to dispute AT&T MICHIGAN's designation determination within sixty (60) calendar days of the issuance of the Accessible Letter, AT&T MICHIGAN may dispute CLEC's self-certification as described in Section 14.8 above of this Agreement and AT&T MICHIGAN will accept and provision the applicable UNE Loop and Transport orders for the CLEC providing the self certification during a dispute resolution process.
- 15.2 During the applicable transition period, the transition rates paid will be rates in effect at the time of the non-impairment designations plus fifteen percent (15%).
- 16.0 Transition Procedures of DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport Arrangements Impacted by Wire Center Designation(s)**
- 16.1 The provisions of Section 14.1 above of this Appendix shall apply to the transition of DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by Wire Center designation(s). As outlined in Section 14.1 above of this Appendix, requested transitions of DS1/DS3 High Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's End User's service, and all applicable charges shall apply. Cross-connects provided by AT&T MICHIGAN in conjunction with such UNE 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 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 16.2 AT&T MICHIGAN will process CLEC orders for DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T MICHIGAN will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 16.3 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.
- 16.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the applicable transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 14.4.1 above of this Agreement, and if CLEC and AT&T MICHIGAN have failed to reach agreement under Section 14.4.1 above of this Agreement as to a substitute service arrangement or element, then AT&T MICHIGAN may, at its sole option, disconnect DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport, 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.
- 17.0 Effects of TRO/TRRO**
- Nothing in the General Terms and Conditions or in any of the following Appendices shall be interpreted or applied in a manner that would impose on AT&T MICHIGAN any duty from which incumbent local exchange carriers were relieved by the FCC's *Triennial Review Order* or *Triennial Review Remand Order*. Appendices I, V, VI, VII, VIII, X, XI, XII, XIII, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXVI, XXVII or XXVIII. To the extent any such provisions are contained in this Agreement, they are void.

911

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# 911

## 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for 911 and E911 Service provided by AT&T MICHIGAN to PFN.

## 2. DEFINITIONS

- 2.1 Intentionally Omitted.
- 2.2 "Automatic Location Identification" or "ALI" means the automatic display at the Public Safety Answering Point or "PSAP" of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 Intentionally Omitted.
- 2.4 "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 the National Emergency Number Association or "NENA" in a nationally accessible database.
- 2.5 "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 911 and E911 systems.
- 2.6 "911 or E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units 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.
- 2.7 "911 or E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "911 or E911 Service" means a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) answers telephone calls placed by dialing the number 911. 911 and 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 trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.9 "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).
- 2.10 "Master Street Address Guide" or "MSAG" contains street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 and E911 calls.
- 2.11 "National Emergency Number Association" or "NENA" is a not-for-profit corporation established in 1982 to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 and E911 systems.
- 2.12 "Public Safety Answering Point" or "PSAP" means an answering location for 911 and E911 calls originating in a given area. The 911 or 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.

- 2.13 "Selective Routing" and "Selective Router" or "SR" means the routing and equipment used 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.

### 3. BASIC 911 AND E911 GENERAL REQUIREMENTS

- 3.1 When AT&T MICHIGAN is the 911 or E911 Service provider, AT&T MICHIGAN shall provide PFN with access to and service for 911 and E911.
- 3.2 911 and E911 provides a caller who dials a 3-digit universal telephone number (911) access to the appropriate emergency service bureau.
- 3.3 E911 provides additional routing flexibility for 911 calls. E911 uses Customer data derived from the ALI/DMS to determine to which PSAP to route the call. AT&T MICHIGAN shall provide ALI interface information and access to the DMS sufficient, when combined with other Unbundled Network Elements, to allow PFN to provide services to its own End Users equivalent to the ALI services provided by AT&T MICHIGAN for its End Users.
- 3.4 911 and E911 database service provided to PFN will be at Parity with the 911 and E911 service that AT&T MICHIGAN provides to itself and others.
- 3.5 Upon written request, AT&T MICHIGAN shall provide to PFN, within thirty (30) days, a description of the geographic area (or Rate Center) and PSAPs served by a 911 or E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.6 AT&T MICHIGAN and PFN shall comply with all Applicable Laws concerning 911 and E911 services.
- 3.7 AT&T MICHIGAN shall provide and maintain such equipment at the SR and the DBMS as is necessary to perform the 911 and E911 services set forth herein when AT&T MICHIGAN is the 911 or E911 Service provider. AT&T MICHIGAN shall provide 911 or E911 Service to PFN as described this section in a particular Rate Center in which PFN is authorized to provide local telephone exchange service and AT&T MICHIGAN is the 911 or E911 Service provider.
- 3.8 Intentionally Omitted.
- 3.9 Intentionally Omitted.
- 3.10 AT&T MICHIGAN will forward the calling party number (ANI) it receives from PFN and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by PFN, AT&T MICHIGAN will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by PFN, but no ANI record is found in the DBMS, AT&T MICHIGAN will report this "No Record Found" condition to PFN in accordance with NENA standards.
- 3.11 Call Routing
- 3.11.1 Where AT&T MICHIGAN is the 911 or E911 Service provider, AT&T MICHIGAN will transport 911 and/or E911 calls from each PFN point of interconnection (POI) to the AT&T MICHIGAN 911 Tandem or SR.
- 3.11.2 AT&T MICHIGAN will switch 911 and E911 calls through the 911 Tandem or SR to the designated primary PSAP or to the designated alternate locations, according to routing criteria specified by the PSAP.
- 3.11.3 AT&T MICHIGAN will validate 911 and E911 calls routed to the PSAP with PFN Customer information from the ALI/ANI database.

### 4. BASIC 911 AND E911 ADDITIONAL REQUIREMENTS

- 4.1 Where AT&T MICHIGAN is the 911 or E911 Service provider, AT&T MICHIGAN shall cooperate with PFN to ensure that 911/E911 Service is fully available to all PFN End User Customers whose

- telephone numbers have been ported from AT&T MICHIGAN. AT&T MICHIGAN shall provide the necessary functionality for PFN to update the 911/E911 database with customer information for lines that have been ported.
- 4.2 AT&T MICHIGAN shall notify PFN 48 hours in advance of any scheduled testing or maintenance affecting PFN 911 or E911 Service. AT&T MICHIGAN shall provide notification as soon as possible of any unscheduled outage affecting PFN 911/E911 Service. AT&T MICHIGAN shall notify PFN of major network changes impacting PFN as soon as AT&T MICHIGAN is aware of such changes.
  - 4.3 AT&T MICHIGAN shall provide PFN with the point of contact for reporting errors, defects, and malfunctions in the 911/E911 Service and shall also provide escalation contacts.
  - 4.4 AT&T MICHIGAN shall provide to PFN sufficient planning information regarding anticipated moves to SS7 signaling at a minimum of ninety (90) days before each such anticipated move to SS7 signaling.
  - 4.5 Where AT&T MICHIGAN manages the 911/E911 database, AT&T MICHIGAN shall provide PFN with notification of any pending SR moves at least thirty (30) days in advance of the start date of the project or ninety (90) days from the projected cut-over date of the new SR.
  - 4.6 AT&T MICHIGAN shall establish within ten (10) days of the Effective Date any special operator-assisted calling requirements needed to support 911/E911.
  - 4.7 Where AT&T MICHIGAN is the 911 or E911 Service provider, AT&T MICHIGAN shall populate the ALI database with the appropriate new NPA codes for NPA splits, or other NPA changes.

## 5. BASIC 911 AND E911 DATABASE REQUIRMENTS

- 5.1 When AT&T MICHIGAN is the 911 or E911 Service provider, AT&T MICHIGAN manages the DBMS. The interface to the DBMS must meet all applicable standards.
  - 5.1.1 Where AT&T MICHIGAN is the 911 or E911 Service provider and manages the DBMS, AT&T MICHIGAN shall store PFN's End User Customer 911 Records [that is, the name, address, and associated telephone number(s) for each of PFN's End User Customers served by PFN's exchange(s)] in the electronic data processing database for the DBMS. AT&T MICHIGAN shall provide an electronic interface through which PFN or its representative(s) may provide and update such information.
  - 5.1.2 PFN shall adopt use of Company ID on all PFN End User 911/E911 Records in accordance with NENA standards. The Company ID will identify the carrier of record facility configurations.
- 5.2 AT&T MICHIGAN shall coordinate access to the DBMS for the initial loading and updating of PFN End User Customer 911/E911 Records. Access coordination will include:
  - 5.2.1 AT&T MICHIGAN provided format requirements and a delivery address for PFN to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. AT&T MICHIGAN shall confirm receipt of this data by the next business day by providing PFN with a report of the number of items sent, the number of items entered correctly, and the number of errors;
  - 5.2.2 Coordination of error resolution involving entry and update activity;
  - 5.2.3 Provisioning of specific 911 routing information on each access line;
  - 5.2.4 Providing PFN with reference data required to ensure that PFN's Customer will be routed to the correct Control Office when originating a 911 call.
- 5.3 AT&T MICHIGAN shall provide an electronic interface to the ALI/DMS database (or permit PFN to provide its own data link to the ALI Gateway that interfaces to the ALI/DMS database), through which PFN or its agent may provide a daily update of PFN Customer Information. AT&T MICHIGAN shall provide PFN with the record input format, consistent with NENA-02-001 and subsequent NENA formats (NENA Recommended Formats for Data Exchange). AT&T MICHIGAN shall provide error reports

- from the ALI/DMS database to PFN within one (1) business day after PFN or its agent enters information into the ALI/DMS database.
- 5.3.1 AT&T MICHIGAN's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 5.4 AT&T MICHIGAN shall provide PFN query access to the ALI/DMS database to verify the accuracy of PFN Customer information.
- 5.5 AT&T MICHIGAN will update PFN's End User Customer 911/E911 Records in the DBMS. AT&T MICHIGAN will then provide PFN an error and status report. AT&T MICHIGAN and PFN shall arrange for the automated input and periodic updating of 911/E911 database information related to PFN's Customers.
- 5.6 AT&T MICHIGAN shall update the ALI/DMS database within two (2) business days after receiving the data from PFN.
- 5.7 If AT&T MICHIGAN detects an error in the PFN-provided data, the data shall be returned to PFN within two (2) business days after it was provided to AT&T MICHIGAN. PFN shall respond to requests from AT&T MICHIGAN to make corrections to database record errors by uploading corrected records within two (2) business days.
- 5.8 Manual entry shall be allowed only in the event that the system is not functioning properly.
- 5.9 PFN's end user customer records will be updated in the DBMS via the DBMS electronic interface. The ALI and SR databases will be subsequently updated via the DBMS once PFN's end user customer records are updated in the DBMS. AT&T MICHIGAN will provide notification when PFN's records have been entered into the DBMS, ALI and SR databases.
- 5.10 DBMS, ALI and SR discrepancy reports shall be jointly researched by AT&T MICHIGAN and PFN. The responsible Party shall take immediate corrective action. AT&T MICHIGAN agrees to work expeditiously to correct any internal processing errors between the DBMS, SR and ALI databases.
- 5.11 AT&T MICHIGAN agrees to treat all data on PFN's Customers provided under this Appendix as strictly confidential and to use data on PFN's Customers only for the purpose of providing 911 or E911 Services.
- 5.12 Where PFN is authorized to provide local telephone exchange service, AT&T MICHIGAN shall identify which ALI databases cover which states, counties, or parts thereof, and identify and communicate a point of contact for each.
- 5.13 AT&T MICHIGAN will provide to PFN a complete copy of the Master Street Address Guide ("MSAG") that will specify valid address ranges for Customers within the Exchange Areas served by PFN. The MSAG will be provided in a media and format usable with personal computers, free of charge, once each year, and AT&T MICHIGAN shall provide electronic updates monthly. AT&T MICHIGAN shall cooperate with PFN to ensure the accuracy of information about PFN Customers in the MSAG and shall assist in resolving any errors. AT&T MICHIGAN shall notify PSAPs of any errors in the MSAG concerning PFN Customers. The MSAG will be provided by exchange rate center or community upon request.

## 6. PFN RESPONSIBILITIES

- 6.1 Database
- 6.1.1 PFN is responsible for providing AT&T MICHIGAN updates to the ALI database; in addition, PFN is responsible for maintaining the accuracy and content of that data as delivered.
- 6.1.2 The Parties shall be jointly responsible for providing test records and conducting call-through testing on all new exchanges.

## 6.2 Other

- 6.2.1 AT&T MICHIGAN will not be responsible for submitting any applicable 911 surcharges to be assessed to the appropriate municipality where PFN provides facility-based local exchange service.

## 7. METHODS AND PRACTICES

- 7.1 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 911 and E911 Service: (i) all applicable FCC and state Commission rules and regulations; (ii) any applicable requirements imposed by any governmental authority other than a commission, and (iii) the principles expressed in the recommended standards published by NENA.
- 7.2 PFN will establish a minimum of two (2) dedicated trunks from PFN's Switch to each POI. PFN may, at its option, provide its own trunks, acquire such trunking from AT&T MICHIGAN at rates set forth in Appendix Pricing, or obtain them from 3d parties. 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting "CAMA" type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, unless the 911/E911 selective router is SS7 capable, in which case PFN may require SS7 signaling. All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDD"s).
- 7.3 AT&T MICHIGAN shall assure sufficient capacity at the 911 tandem or SR to meet PFN's requests for interconnection within twenty (20) business days after receipt of the request. When AT&T MICHIGAN network force and load conditions require a longer implementation timeframe, AT&T MICHIGAN will notify PFN within five (5) business days after receipt of the request and the timeframe will be agreed upon. Interconnection to the 911 tandem or SR shall be established to provide path and route diversity when technically feasible.
- 7.4 AT&T MICHIGAN will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the end user customer's End Office Switch to AT&T MICHIGAN's SR. AT&T MICHIGAN will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the 911 or E911 Customer.
- 7.5 AT&T MICHIGAN will provide the order number and circuit identification code in advance of the service due date.
- 7.6 In the event of an AT&T MICHIGAN or PFN 911 or E911 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining 911/E911 Service between the Parties.
- 7.7 PFN will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to PFN's demarcation (e.g. collocation). AT&T MICHIGAN will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). PFN is responsible for advising AT&T MICHIGAN of the circuit identification when notifying AT&T MICHIGAN of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T MICHIGAN will refer network trouble to PFN if no defect is found in AT&T MICHIGAN's network. The Parties agree that 911-network problem resolution will be managed in an expeditious manner at all times.

## 8. CONTINGENCY

- 8.1 The terms and conditions of this section represent a negotiated plan for CLECs not currently providing 911 or E911 Service.



- 8.2 The Parties agree that 911 and E911 Service is provided for the use of the 911 or E911 Customer, and recognize the authority of that customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T MICHIGAN and PFN. These specifications (if any) shall be documented in Exhibit. CLEC Serving Area Description and E911 Interconnection Details. PFN shall complete its portion of Exhibit and submit it to AT&T MICHIGAN not later than forty-five (45) days prior to the passing of live traffic. AT&T MICHIGAN shall complete its portion of Exhibit and return Exhibit to PFN not later than thirty (30) days prior to the passing of live traffic.
- 8.3 PFN must obtain documentation of approval of the completed Exhibit from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which PFN's end user customers are located. PFN shall provide documentation of all requisite approval(s) to AT&T MICHIGAN prior to use of PFN's E911 connection for actual emergency calls.
- 8.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. PFN must obtain approval of each additional Exhibit, as set forth herein, and shall furnish documentation of all requisite approval(s) of each additional Exhibit in accordance with herein.
- 8.5 Intentionally Omitted.

## 9. BASIS OF COMPENSATION

- 9.1 Rates for access to 911 and E911 Services are set forth in Appendix Pricing.
- 9.2 Charges shall begin on the date that 911 or E911 Service is turned on for live traffic.

## 10. LIABILITY

- 10.1 In addition to the requirements of this Appendix 911, the Parties agree 911 and E911 Services will be provided in accordance with applicable requirements of Sections 484.1101 through 484.1604 of the Michigan Compiled Laws.

## 11. 911 WAIVER

- 11.1 The Parties shall comply with 911 trunking arrangements including any applicable exceptions/waivers set forth in section 10 of the Appendix XI: Network Interconnection Methods of this Agreement.

# TRANSIT TRAFFIC SERVICE APPENDIX

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## TRANSIT TRAFFIC SERVICE APPENDIX

### 1. INTRODUCTION

- 1.1 This Transit Traffic Service Appendix ("Appendix") sets forth the rates, terms and conditions of AT&T MICHIGAN's Transit Traffic Service as a Transit Service Provider. Such Transit Service shall be provided to interconnected Competitive Local Exchange Carriers (CLECs) or to interconnected Out of Exchange Local Exchange Carriers (OE LECs) (i.e., carriers that interconnect with AT&T MICHIGAN's network but operate and/or provide Telecommunications Services outside of AT&T MICHIGAN's incumbent local exchange area). AT&T MICHIGAN's Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications traffic that does not originate with (or terminate to) the Transit Service Provider's end user. Transit Traffic Service allows PFN to exchange traffic with a Third Party Terminating Carrier to which it is not directly interconnected.

### 2. DEFINITIONS

- 2.1 "800/8YY IntraLATA Toll Traffic" is defined as traffic that originates from PFN's end user that utilizes a dialing sequence that invokes toll-free, 800-like, service processing, that terminates to an end user served by a Third Party Terminating Carrier, whereby the Third Party Terminating Carrier is both the Section 251 (b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). "800 IntraLATA Toll Traffic" includes but is not limited to calls placed to 800, 877, 888, and 866 (together "8YY") NPA Service Access Codes (SAC).
- 2.2 "Central Office Switch" means a switch, including, but not limited to an End Office Switch and a Tandem Switch.
- 2.3 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.4 "End Office" or "End Office Switch" is an AT&T MICHIGAN switch that directly terminates traffic to and receives traffic from end users of local Exchange Services.
- 2.5 "Exchange Service" means Telephone Exchange Service as defined in the Act.
- 2.6 "ISP-Bound Traffic" is defined as traffic exchanged between PFN's end user and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier that:
- (i) originates from PFN's end users and terminates to an ISP served by a Third Party Terminating Carrier in the same AT&T MICHIGAN exchange area; or
  - (ii) originates from PFN's end-users and terminates to an ISP served by a Third Party Terminating Carrier within different AT&T MICHIGAN Exchanges or within an AT&T MICHIGAN exchange and an independent ILEC exchange, that share a common mandatory local calling area, as defined in AT&T MICHIGAN's tariff, (e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes).
- 2.7 "IntraLATA Toll Transit Traffic" is defined as traffic exchanged between PFN's end users and the end users of a Third Party Terminating Carrier which subtends an AT&T MICHIGAN Tandem, whereby the Transit Traffic originates in one local calling area and terminates in a different local calling area but where both local calling areas are within the same LATA. Such IntraLATA Toll Transit Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). As of the Effective Date of this Agreement, the Parties agree that no optional local calling is available in Michigan. Therefore, this agreement does not provide rates, terms or conditions for optional local calling.
- 2.8 "Local Tandem" refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular local calling area.

- 2.9 "Local/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 other central office switches for Section 251 (b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.
- 2.10 "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 other central office switches for Section 251 (b)(5)/IntraLATA Toll Traffic.
- 2.11 "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 central office switches for Section 251 (b)(5) and ISP Bound Traffic.
- 2.12 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.13 "Section 251 (b)(5)/IntraLATA Traffic" shall mean for purposes of this Agreement, (i) Section 251 (b)(5) Toll Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from PFN where PFN 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 MICHIGAN where AT&T MICHIGAN is both the Section 251 (b)(5) Traffic and intraLATA toll provider.
- For Section 251 (b)(5) Traffic exchanged between PFN's end users and the end users of a CMRS provider that terminates the call, such traffic shall originate and terminate within the same Major Trading Area (MTA) as defined in 47 CFR§ 24.202(a).
- 2.14 "Tandem" or "Tandem Switch" is an AT&T MICHIGAN switch used to connect Trunks between and among other Central Office Switches.
- 2.15 "Third Party Originating Carrier" means a Telecommunications Carrier (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out-of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits AT&T MICHIGAN's network and is delivered to PFN.
- 2.16 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when PFN uses AT&T MICHIGAN's Transit Traffic Service (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider or Out-of Exchange Local Exchange Carrier (OELEC)).
- 2.17 "Transit Service Provider" means AT&T MICHIGAN when providing its Transit Traffic Service.
- 2.18 "Transit Traffic" means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Transit Traffic, CMRS provider-bound traffic and/or 800/8YY IntraLATA Toll Traffic delivered via the Transit Traffic Service.
- 2.19 "Transit Traffic Service" is an intermediate transport service provided by AT&T MICHIGAN to CARRIER where CARRIER is directly interconnected with an AT&T MICHIGAN Tandem. AT&T MICHIGAN neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Appendix, Transit Traffic Service is a service that is limited to Section 251 (b)(5) Traffic, CMRS provider-bound traffic, ISP-Bound Traffic, IntraLATA, InterMTA Traffic, and 800/8YY IntraLATA Toll Traffic destined to the end users of a Third Party Terminating Carrier and is routed utilizing an AT&T MICHIGAN Tandem Switch where an AT&T MICHIGAN end user is neither the originating nor the terminating party. The Parties acknowledge that it is AT&T MICHIGAN's position that Transit Traffic Service is an optional non 251/252 switching service and that nothing in this Appendix shall be construed as a waiver of this position.
- 2.20 "Trunk" or "Trunk Group" means the switch port interface(s) and the communication path created to connect PFN network with AT&T MICHIGAN's network for the purpose of interconnection pursuant to the Act.

### 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AT&T MICHIGAN will provide PFN with AT&T MICHIGAN's Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T MICHIGAN is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 A Transit Traffic Service rate applies to all Transit Traffic that originates on PFN's network. The Transit Traffic Service rate is only applicable when calls do not originate with (or terminate to) an AT&T MICHIGAN end user.
- 3.3 The Transit Traffic Service rate applies to all minutes of use ("MOUs") when PFN sends Transit Traffic to a Third Party Terminating Carrier's network.
- 3.4 Each Party to this Agreement will be responsible for the accuracy and quality of its data submitted to the other Party.
- 3.5 The rate application that AT&T MICHIGAN shall charge PFN for the Transit Traffic Service is outlined in Section 6 below, and rates for Transit Traffic Service are included in the Appendix Pricing.

#### PFN Originating

- 3.6 PFN has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering traffic to AT&T MICHIGAN for transiting to such Third Party Terminating Carriers. In no event will AT&T MICHIGAN have any liability to PFN or any Third Party if PFN fails to enter into such traffic compensation arrangements. In the event PFN originates traffic that transits AT&T MICHIGAN's network to reach a Third Party Terminating Carrier with whom PFN does not have a traffic compensation arrangement, then PFN will indemnify, defend and hold harmless AT&T MICHIGAN against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and AT&T MICHIGAN will bill their respective charges directly to PFN. AT&T MICHIGAN will not be required to function as a billing intermediary, e.g. clearinghouse. Under no circumstances will AT&T MICHIGAN be required to pay any termination charges to the Third Party Terminating Carrier.
- 3.7 In the event PFN originates Transit Traffic destined for a Third Party Terminating Carrier with which PFN does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T MICHIGAN to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic AT&T MICHIGAN has delivered, PFN will indemnify AT&T MICHIGAN for any charges, costs, expenses or other liability related to such order, including but not limited to all termination charges or interest, and any reasonable billing and collection costs. In the event of any such proceeding, AT&T MICHIGAN agrees to allow PFN to participate as a party.
- 3.8 PFN will be responsible for sending the Calling Party Number (CPN) for calls delivered to the network of AT&T MICHIGAN. PFN shall not strip, alter, modify, add, delete, change, or incorrectly assign or reassign any CPN. If AT&T MICHIGAN identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, PFN agrees to cooperate to investigate and take corrective action. If PFN is passing CPN but AT&T MICHIGAN is not properly receiving information, PFN will work cooperatively to correct the problem. If the CPN is not received from the PFN, AT&T MICHIGAN can not forward the CPN and PFN will indemnify, defend and hold harmless AT&T MICHIGAN from any and all Losses arising out of the failure of any traffic transiting AT&T MICHIGAN's network to have CPN.
- 3.9 PFN, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing appropriate information to identify transiting traffic to Third Party Terminating Carriers. AT&T MICHIGAN may provide billing information to Third Party Terminating Carriers to assist with the identification of traffic.
- 3.10 PFN shall route Transit Traffic via AT&T MICHIGAN's Tandem switches, and not at or through any AT&T MICHIGAN End Offices.

- 3.11 Section 251 (b)(5)/IntraLATA Traffic originated by PFN and terminating to a end office switching product, including but not limited to resale and Local Wholesale Complete, purchased by a Third Party Terminating Carrier is not Transiting Service and AT&T MICHIGAN will not bill PFN any rate elements for Transiting Service.
- 3.12 Intentionally Omitted.
- PFN Terminating
- 3.13 PFN shall not charge AT&T MICHIGAN when AT&T MICHIGAN transits traffic originated by a Third Party Originating Carrier to PFN.
- 3.14 When AT&T MICHIGAN, operating as a Transit Service Provider, routes Transit Traffic to PFN from a Third Party Originating Carrier, AT&T MICHIGAN agrees to pass the originating CPN information to CARRIER as provided by the Third Party Originating Carrier.
- 3.15 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of PFN from AT&T MICHIGAN serving as the Transit Traffic Provider. Where AT&T MICHIGAN is providing a Transit Traffic Service, AT&T MICHIGAN will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T MICHIGAN can not forward the CPN; therefore, PFN will indemnify, defend and hold harmless AT&T MICHIGAN from any Losses according to Section 3.7 above. If AT&T MICHIGAN or PFN identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, PFN agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but AT&T MICHIGAN or PFN is not properly receiving information, PFN will work cooperatively to correct the problem.
- 3.16 PFN agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T MICHIGAN, as the Transit Service Provider will not be obligated to pay for Transit Traffic as the default originator.
- 3.17 With regard to traffic carried by Direct End Office Trunks (DEOTs), the Parties will not route over a DEOT any traffic that is destined for any switch, whether a Party's switch or any other carrier's switch, other than the two switches connected by the DEOT; provided however, that it shall be proper for either Party to route traffic that is destined for a remote switch to the host switch that the remote switch subtends. A Party that routes traffic to the other Party in a manner inconsistent with this provision shall be responsible for any compensation due the other Party as a result of the misrouting based on the nature of the traffic, (e.g. Section 251 (b)(5) Toll Traffic, ISP-Bound Traffic, other IntraLATA Toll traffic, or InterLATA Toll Traffic. The Parties shall cooperate in good faith to resolve any issues regarding compensation for misrouted traffic. If either Party discovers misrouted traffic on a DEOT, regardless of the direction in which the misrouted traffic travels, the Party discovering the misrouted traffic shall notify the other Party within thirty (30) calendar days that misrouting has occurred.
- 3.18 Where the Parties are performing a transiting function as defined herein, the transiting Party will pass the original and true CPN, JIP, LRN, and CPI if it is received from the originating third-party. Either Party may present reports indicating the month, the terminating end office CLLI, volume of traffic transited and OCN of each originating carrier that does not pass the original and true CPN, JIP, LRN, or CPI.
- 3.19 Where AT&T MICHIGAN is performing a transiting function as defined herein, AT&T MICHIGAN will present reports monthly indicating the month, the terminating end office CLLI, volume of traffic transited and OCN of each originating carrier transiting traffic to PFN.
- 3.20 AT&T MICHIGAN will provide reports pursuant to Section 3.19 until such time that EMI Call Detail Records are provided in lieu of the monthly reports. A minimum 90 days notice will be given to PFN prior to elimination of reports. The reports will be continued for the usage month in which EMI Records are initially provided. Reports for successor usage months will be discontinued.

3.21 Where PFN originates or terminates Section 251(b)(5)/IntraLATA Traffic that is originated by or terminated to an end user who is being provided telephone exchange service using AT&T MICHIGAN's end office switching, including but not limited to resale and Local Wholesale Complete, the Parties agree that the traffic is not Transit Traffic.

3.22 Intentionally Omitted.

#### 4. TRANSIT TRAFFIC ROUTING

4.1 Where AT&T MICHIGAN has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, PFN's originated Section 251 (b)(5) Traffic and ISP-Bound Traffic utilizing AT&T MICHIGAN's Transit Traffic Service will be routed via AT&T MICHIGAN's Local Tandem Switches, but not at or through any AT&T MICHIGAN Access Tandem Switches.

4.2 Where AT&T MICHIGAN has a Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, PFN originated Section 251(b)(5) Traffic or ISP-Bound Traffic utilizing AT&T MICHIGAN's Transit Traffic Service will be routed via the appropriate AT&T MICHIGAN Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.

4.3 Where AT&T MICHIGAN has a Local Tandem Switch separate from an Access Tandem Switch in the local exchange area, PFN originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing AT&T MICHIGAN's Transit Traffic Service will be routed via AT&T MICHIGAN's Access Tandem Switches, but not at or through any AT&T MICHIGAN Local Tandem Switches.

4.4 Where AT&T MICHIGAN has a combined Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area, PFN originated IntraLATA Toll Traffic or 800 IntraLATA Toll Traffic utilizing AT&T MICHIGAN's Transit Traffic Service will be routed via the appropriate AT&T MICHIGAN Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.

4.5 Upon written notification from AT&T MICHIGAN of misrouting of Transit Traffic by PFN as identified above, PFN will take appropriate action and correct such misrouting within a reasonably practical period of time no longer than 60 days after receipt of notification of such misrouting.

4.6 Facilities and trunking pursuant to PFN's Interconnection Trunking Requirements (Appendix NIM/ITR) to the interconnection agreement, or as otherwise mutually agreed in writing, will be utilized for the routing of Transit Traffic.

#### 5. DIRECT TRUNKING REQUIREMENTS

5.1 When Transit Traffic routed between PFN and any third party carrier, in either direction through the AT&T MICHIGAN Tandem exceeds 200,000 minutes of use per month for two consecutive months, or the volume of such traffic requires twenty-four (24) or more trunks, for two consecutive months and upon AT&T MICHIGAN's written request to PFN, PFN shall negotiate in good faith with the Third Party Terminating Carrier to establish direct trunks or arrange an alternative transit arrangement between itself and the Third Party Terminating Carrier. AT&T MICHIGAN shall cooperate in good faith with PFN to facilitate the negotiation of a direct trunking or alternative arrangement between PFN and the third party carrier. PFN shall request negotiation with the third party carrier within 10 days of receiving the written notice from AT&T MICHIGAN. Once the direct trunk group has been established, PFN shall cease routing Transit Traffic through the AT&T MICHIGAN Tandem to the Third Party Terminating Carrier, as the primary route. Instead, the traffic from PFN to the third party carrier shall first route over the direct trunks to the third party carrier. PFN may alternatively route the traffic, on a secondary overflow basis, from the direct trunk group to the third party carrier through the AT&T MICHIGAN Tandem. If PFN is unable to establish direct trunk groups or alternative arrangements within 270 days of requesting negotiation with the third party carrier or routes transit traffic through the AT&T MICHIGAN tandem once a direct trunk group has been established, the rate for transit traffic will be increased by 50% unless the Commission rejects PFN's proposal to establish a direct trunk group.

#### 6. TRANSIT TRAFFIC RATE APPLICATION



- 6.1 The Transit Traffic Services rate applies to all Minutes of Use ("MOUs") when PFN sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T MICHIGAN's tandem switch where an AT&T MICHIGAN end user is neither the originating nor the terminating party. PFN agrees to compensate AT&T MICHIGAN operating as a Transit Service Provider at the applicable rates set forth in the Appendix Pricing.
- 6.2 Intentionally Omitted.
- 6.3 Rate Elements - the following rate elements apply, (the corresponding rates are specified in Appendix Pricing, attached hereto):
  - 6.3.1 Tandem Switching - compensation for the use of tandem switching.
  - 6.3.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a tandem termination (per minute) rate element and tandem facility (per minute) rate element. (Tandem Facility will appear as Transit Charge on the invoice due to programming limitations associated with billing mileage where per mile does not apply.)

# OUT OF EXCHANGE TRAFFIC

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## APPENDIX OUT OF EXCHANGE TRAFFIC

### 1. DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **AT&T Inc.** (AT&T) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means PFN Telephone Company operating within AT&T MICHIGAN'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 MICHIGAN.
- 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 MICHIGAN end user located in an AT&T MICHIGAN local exchange area or;
  - (ii) Originates from an AT&T MICHIGAN end user located in an AT&T MICHIGAN 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 MICHIGAN incumbent local exchange areas and desires to interconnect OE-LEC's network with AT&T MICHIGAN's network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with AT&T MICHIGAN pursuant to Section 251(a) of the Act.
- 2.3 Other attachments/appendices in this Agreement set forth the terms and conditions pursuant to which AT&T MICHIGAN agrees to provide CLEC 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 MICHIGAN's incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T MICHIGAN 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 CLEC in AT&T MICHIGAN's incumbent local exchange areas. AT&T MICHIGAN has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T MICHIGAN's incumbent local exchange areas. In addition, AT&T MICHIGAN 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 MICHIGAN'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 CLEC for provisioning telecommunication services within an AT&T MICHIGAN incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T MICHIGAN 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 MICHIGAN exchange areas and has a Point of Interconnection ("POI") located within AT&T MICHIGAN exchange areas for the purpose of providing telephone exchange service and exchange access in such AT&T MICHIGAN exchange areas. Based upon the foregoing, the Parties agree that AT&T MICHIGAN's originating traffic will be delivered to OELEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T MICHIGAN 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 MICHIGAN'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 MICHIGAN, 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN End Office.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/AT&T MICHIGAN terminated traffic or AT&T MICHIGAN originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 AT&T MICHIGAN shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T MICHIGAN (as reflected in the LERG). Any compensation due AT&T MICHIGAN for such misrouted traffic shall be paid by OELEC. The appropriateness of such routing and the correct AT&T MICHIGAN serving tandems are reflected by AT&T MICHIGAN in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T MICHIGAN tandem. AT&T MICHIGAN 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 MICHIGAN'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 MICHIGAN will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T MICHIGAN exchange areas, in AT&T MICHIGAN Tandems and End Offices using AT&T MICHIGAN'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 Reciprocal Compensation.

## 6. INTERLATA SECTION 251(B)(5) TRAFFIC

- 6.1 AT&T MICHIGAN will exchange AT&T MICHIGAN InterLATA Section 251 (b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN exchange, AT&T MICHIGAN 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 MICHIGAN will not provision or be responsible for facilities located outside of AT&T MICHIGAN exchange areas.
- 6.2 The Parties agree that the associated traffic from each AT&T MICHIGAN End Office will not alternate route.
- 6.3 OE-LEC must provide AT&T MICHIGAN 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 MICHIGAN terminated traffic or AT&T MICHIGAN originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 6.5 AT&T MICHIGAN shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T MICHIGAN (as reflected in the LERG). Any compensation due AT&T MICHIGAN for such misrouted traffic shall be paid by OELEC. The appropriateness of such routing and the correct AT&T MICHIGAN serving tandems are reflected by AT&T MICHIGAN in the LERG. This also includes traffic that is destined to End Offices that do not subtend AT&T MICHIGAN tandem. AT&T MICHIGAN 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 MICHIGAN will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T MICHIGAN exchange areas, in AT&T MICHIGAN Tandems and End Office(s) using AT&T MICHIGAN'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 Reciprocal Compensation.

# **AT&T Wholesale Amendment**



**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN  
AND  
PENINSULA FIBER NETWORK, LLC**

The Interconnection Agreement ("the Agreement") by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan") and Peninsula Fiber Network, LLC ("CLEC") is hereby amended as follows:

(1) Add Negotiated Physical Collocation, Negotiated Virtual Collocation, and Collocation Rate Summary which are attached hereto and incorporated herein by this reference.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(4) Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

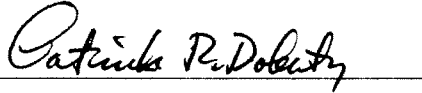
(5) This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective upon approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this 20<sup>th</sup> day of April 2011, by Michigan Bell Telephone Company d/b/a AT&T Michigan, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Peninsula Fiber Network, LLC

Michigan Bell Telephone Company d/b/a AT&T Michigan by AT&T Services, Inc., its authorized agent

By: 

By: 

Printed: David McCartney

Printed: Patrick R. Doherty

Title: General Manager

Title: Director - Regulatory

(Print or Type)

(Print or Type)

Date: 4/19/2011

Date: APR 20 2011

FACILITIES-BASED OCN # - 116F

ACNA - PFJ

# APPENDIX PHYSICAL COLLOCATION

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## APPENDIX PHYSICAL COLLOCATION

### 1. INTRODUCTION

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

#### 1.1 Process

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

#### 1.2 Scope

Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within AT&T MICHIGAN Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from AT&T MICHIGAN 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 MICHIGAN will provide caged, shared caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T MICHIGAN will permit collocation in Adjacent Structures located on AT&T MICHIGAN's property in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose.

#### 1.3 Purpose

Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251 (c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T MICHIGAN's Lawful Unbundled Network Elements (Lawful UNEs) pursuant to 47 U.S.C. § 251 (c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.

#### 1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which

telecommunications carrier will obtain Physical Collocation from AT&T MICHIGAN 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, telecommunications carrier and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Physical Collocation directly from any AT&T MICHIGAN tariff, and agree not to so purchase or attempt to so purchase from any AT&T MICHIGAN tariff that provides for 251 (c)(6) Physical 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 MICHIGAN to enforce the foregoing (including if AT&T MICHIGAN fails to reject or otherwise block applications for, or provides or continues to provide, 251 (c)(6) Physical Collocation under tariff to telecommunications carrier 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 MICHIGAN may either reject any application or order for 251 (c)(6) Physical Collocation submitted under tariff, or without the need for any further contact with or consent from telecommunications carrier, AT&T MICHIGAN may process any order for any 251 (c)(6) Physical Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251 (c)(6) Physical Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement, or (ii) the submission of the order by telecommunications carrier.

## 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN'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 MICHIGAN'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 MICHIGAN'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 MICHIGAN 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 MICHIGAN's facilities. AT&T MICHIGAN 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 MICHIGAN 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.
- 2.3.4 Intentionally left blank.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T MICHIGAN 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 MICHIGAN and telecommunications carrier will mutually agree on the location of the designated space on AT&T MICHIGAN premises where the adjacent structure will be placed. AT&T MICHIGAN 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 MICHIGAN or other collocators. AT&T MICHIGAN 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 MICHIGAN is not reached regarding the Custom Work Charge, AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN shall file the appropriate interconnection agreement amendment. However, AT&T MICHIGAN shall not delay completion of such work during the agreement approval process. AT&T MICHIGAN 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 MICHIGAN Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to AT&T MICHIGAN's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T MICHIGAN that house its network facilities, and all structures that house AT&T MICHIGAN'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 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for AT&T and for CLEC in AT&T eligible structures in all collocation footprint areas and/or AT&T common areas in the technologies and geographical locations for which they are approved AT&T.
- 2.12 **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 MICHIGAN may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T MICHIGAN 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 MICHIGAN'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 6.2 of this Appendix. In making this

- determination, AT&T MICHIGAN may reserve space for transport equipment for current year plus two years. Additionally, AT&T MICHIGAN may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T MICHIGAN or for future use by AT&T MICHIGAN 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 MICHIGAN may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Crossconnect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.
- 2.13 **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.
- 2.14 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.15 **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.
- 2.16 **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 MICHIGAN's network.

### 3. LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS

#### 3.1 Limitation of Liability

- 3.1.1 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 MICHIGAN 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.
- 3.1.2 Neither AT&T MICHIGAN nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.
- 3.1.3 Both AT&T MICHIGAN 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 and/or tariffs.
- 3.1.4 The liability of either AT&T MICHIGAN or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

#### 3.2 Third Parties

- 3.2.1 AT&T MICHIGAN also may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of the Collocator's; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or 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.



3.2.2 In addition to any other applicable limitation, neither AT&T MICHIGAN 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 MICHIGAN or the Collocator or its agents or employees.

### 3.3 Force Majeure Events

3.3.1 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, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a “**Force Majeure Event**”) or any Delaying Event caused by the other Party or any other circumstances beyond the Party’s reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party’s obligations relate to the performance so interfered with). The affected Party shall use reasonable and diligent efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

## 4. RESPONSIBILITIES OF AT&T MICHIGAN

### 4.1 Right to Use; Multiple Dedicated Spaces

4.1.1 In accordance with this Appendix, AT&T MICHIGAN 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.

### 4.2 Contact Numbers

4.2.1 AT&T MICHIGAN is responsible for providing the Collocator personnel a contact number for AT&T MICHIGAN 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 MICHIGAN will not delay a Collocator’s entry into an Eligible Structure.

### 4.3 Trouble Status Reports

4.3.1 AT&T MICHIGAN is responsible for making best efforts to provide prompt verbal notification to the Collocator of significant outages or operations problems which could impact or degrade the Collocator’s network, switches or services, with an estimated clearing time for restoral. In addition, AT&T MICHIGAN will provide written notification within twenty-four (24) hours. When trouble has been identified, AT&T MICHIGAN is responsible for providing trouble status reports, consistent with Section 5.3 of this Appendix, when requested by the Collocator.

### 4.4 Service Coordination

- 4.4.1 AT&T MICHIGAN is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.
- 4.5 Casualty Loss
- 4.5.1 Damage to Dedicated Space
- 4.5.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions, and (1) the Dedicated Space is not rendered untenantable in whole or in part, AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN opts not to rebuild, then AT&T MICHIGAN 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 MICHIGAN must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.
- 4.5.1.2 Any obligation on the part of AT&T MICHIGAN to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T MICHIGAN.
- 4.5.2 Damage to Eligible Structure
- 4.5.2.1 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 MICHIGAN's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T MICHIGAN, 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.
- 4.6 Construction Notification
- 4.6.1 AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T MICHIGAN 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.
- 4.7 Construction Inspections
- 4.7.1 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 Section 4.2 of this Appendix. If any travel expenses are incurred, the Collocator will be charged for the time AT&T MICHIGAN's employees spend traveling and will be based on fifteen (15) minute increments.

## 5. OBLIGATIONS OF THE COLLOCATOR

### 5.1 Certification

5.1.1 The Collocator requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service by using the Physical Collocation space. AT&T MICHIGAN 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.

### 5.2 Contact Numbers

5.2.1 The Collocator is responsible for providing to AT&T MICHIGAN personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 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.

### 5.3 Trouble Report

5.3.1 The Collocator is responsible for making best efforts to provide prompt verbal notification to AT&T MICHIGAN of significant outages or operations problems which could impact or degrade AT&T MICHIGAN's network, switches or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with Section 4.3 of this Appendix, when requested by AT&T MICHIGAN.

### 5.4 Removal

5.4.1 The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the Physical Collocation arrangement. After such time, AT&T MICHIGAN may remove the abandoned materials and the Collocator is responsible for payment of any and all claims, expenses, fees or other costs associated with any such removal by AT&T MICHIGAN, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator will hold AT&T MICHIGAN harmless from the failure to return any such equipment, property or other items.

### 5.5 Hazardous Waste and Materials

5.5.1 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 MICHIGAN requirements. The Installation Supplier shall coordinate with the AT&T MICHIGAN representative before any activity relating to hazardous material/waste is started. Interconnector's Guide for Collocation may be accessed via <https://clec.att.com/clec>, Products and Services, Collocation Services, Handbook 1 3State, Appendix B.

### 5.6 Safety

5.6.1 The Installation Supplier shall be entirely responsible for the safety and instruction of its employees or representatives. The Installation Supplier shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T MICHIGAN or other telecommunications carriers. The Installation Supplier shall immediately report to

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

## 5.7 Collocator's Equipment and Facilities

5.7.1 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:

5.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 8.1;

5.7.1.2 its equipment;

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

5.7.1.4 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

5.7.1.5 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.

5.7.2 AT&T MICHIGAN neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

## 5.8 Insurance

### 5.8.1 Coverage Requirements

5.8.1.1 The Collocator agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

5.8.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of AT&T MICHIGAN and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

5.8.1.1.2 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 \$300,000 are required for lease agreements. AT&T MICHIGAN will be named as an Additional Insured on the Commercial General Liability policy.

5.8.1.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence

for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

5.8.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases AT&T MICHIGAN from and waives any and all right of recovery, claim, action or cause of action against AT&T MICHIGAN, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of AT&T MICHIGAN, its agents, directors, officers, employees, independent contractors, and other representatives.

5.8.1.1.5 Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against AT&T MICHIGAN, and any rights of Collocator against AT&T MICHIGAN for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that AT&T MICHIGAN has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

5.8.1.1.6 AT&T MICHIGAN requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

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 MICHIGAN as well. If a certificate is not received, AT&T MICHIGAN 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 MICHIGAN, and AT&T MICHIGAN may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T MICHIGAN will invoice Collocator for the costs incurred to so acquire insurance.

5.8.1.1.6.1 The cancellation clause on the certificate of insurance will be amended to read as follows:

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

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

5.8.2 Self-Insured

- 5.8.2.1 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 5.8.1, Coverage Requirements, shall immediately apply.

## 6. ORDERING AND PROVISIONING

### 6.1 Dedicated Space

- 6.1.1 Types of Available Physical Collocation Arrangements AT&T MICHIGAN 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:

- 6.1.1.1 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 MICHIGAN within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

- 6.1.1.1.1 AT&T MICHIGAN 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., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a AT&T MICHIGAN premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Section 20 following.

- 6.1.1.1.2 When Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charges as set forth in Section 20 following.

- 6.1.1.1.3 The Collocator must comply with all methods, procedures and guidelines followed by AT&T MICHIGAN 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 16 following will apply. If the Collocator elects to install or requests that AT&T MICHIGAN 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 Section 21.3 following applies.

- 6.1.1.2 Caged Shared Collocation - AT&T MICHIGAN will provide Caged Shared Collocation as set forth in Section 7 following, "Use by Other Local Service Providers." Two or more collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 7.1 following. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

- 6.1.1.3 Caged Common Collocation – AT&T MICHIGAN will provide Caged Common Collocation as set forth in Section 7.1.1 following.
- 6.1.1.4 Cageless Collocation - AT&T MICHIGAN 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 (Other (Inactive) Collocation Space), as further defined in Section 2 of this Appendix. Under this arrangement, AT&T MICHIGAN will provide space in single bay increments, including available space adjacent to or next to AT&T MICHIGAN'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 MICHIGAN will not require Collocator to use an intermediate interconnection arrangement such as a POT frame. AT&T MICHIGAN may take reasonable steps to protect its own equipment as provided in Section 6.1.2 of this Appendix. Accordingly, AT&T MICHIGAN will not provide Collocator's personnel or agents with direct access to AT&T MICHIGAN's main distribution frame.
- 6.1.1.5 Adjacent Space Collocation – Where Physical Collocation space within AT&T MICHIGAN Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, AT&T MICHIGAN will permit Collocator to physically collocate on AT&T MICHIGAN's property in adjacent controlled environmental vaults or similar structures that AT&T MICHIGAN uses to house telecommunication equipment, to the extent technically feasible. AT&T MICHIGAN and telecommunications carrier will mutually agree on the location of the designated space on AT&T MICHIGAN premises where the adjacent structure will be placed. AT&T MICHIGAN 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 MICHIGAN will offer the following increments of power to the Adjacent On-site structure: AT&T MICHIGAN will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. AT&T MICHIGAN will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, 2-300 Amp Power Feeds, and 2-400 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 MICHIGAN will provide Physical Collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this Appendix. AT&T MICHIGAN 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 MICHIGAN or the Collocator. 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.
- 6.1.1.5.1 Where Physical Collocation space within AT&T MICHIGAN Eligible Structure is Legitimately Exhausted, and 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 MICHIGAN shall permit an Adjacent Structure Off-site Arrangement, to the extent

technically feasible. If an Adjacent Off-site Arrangement exists at an AT&T MICHIGAN Central Office or Eligible Structure, such existence shall create a rebuttable presumption that such Adjacent Off-site Arrangement is technically feasible in the case of a substantially similar Central Office or Eligible Structure for the same type of interconnection or access method for which the existing Adjacent Off-site Arrangement is used.

- 6.1.1.5.2 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 the AT&T MICHIGAN Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to Lawful UN Es. 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 MICHIGAN'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.
- 6.1.1.5.3 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 MICHIGAN 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 MICHIGAN's facilities. AT&T MICHIGAN 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.
- 6.1.1.5.4 In the event that interior space in an Eligible Structure becomes available, AT&T MICHIGAN 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.
- 6.1.1.6 AT&T MICHIGAN 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 MICHIGAN's Eligible Structures that such an arrangement is technically feasible.
- 6.1.2 Space Determination
  - 6.1.2.1 As provided in Section 6.2 of this Appendix, AT&T MICHIGAN 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.
- 6.1.3 Security
  - 6.1.3.1 Protection of AT&T MICHIGAN's equipment is crucial to its ability to offer service to its customers and to the integrity of the entire network. Therefore, AT&T MICHIGAN may impose the following reasonable security measures on



Collocator to assist in protecting its network and equipment from harm. AT&T MICHIGAN may impose security arrangements as stringent as the security arrangements AT&T MICHIGAN 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 MICHIGAN may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48), AT&T MICHIGAN will not impose more stringent security requirements than these. 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 MICHIGAN 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.

6.1.3.1.1 Collocator will conduct background checks of its personnel and technicians who will 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 MICHIGAN security standards.

6.1.3.1.1.1 Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T MICHIGAN's own employees and authorized contractors must undergo. AT&T MICHIGAN will not, however, require Collocator to receive security training from AT&T MICHIGAN, but will provide information to Collocator on the specific type of training required.

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

6.1.3.1.2 Collocator and AT&T MICHIGAN will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T MICHIGAN for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN property:

6.1.3.1.2.1 Theft or destruction of AT&T MICHIGAN's or Collocator's property;

6.1.3.1.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T MICHIGAN property;

6.1.3.1.2.3 Threats or violent acts against other persons on AT&T MICHIGAN property;

6.1.3.1.2.4 Knowing violations of any local, state or federal law on AT&T MICHIGAN property;

6.1.3.1.2.5 Permitting unauthorized persons access to AT&T MICHIGAN or Collocator's equipment on AT&T MICHIGAN property; and

6.1.3.1.2.6 Carrying a weapon on AT&T MICHIGAN property.

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

6.1.3.1.3 Collocator will provide indemnification as set forth in Section 12 of this Appendix and insurance as set forth in Section 5.8 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 MICHIGAN authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T MICHIGAN as well.

6.1.3.1.4 AT&T MICHIGAN may use reasonable security measures to protect its equipment. In the event AT&T MICHIGAN elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T MICHIGAN 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 telecommunications carrier be required to pay for both an interior security partition to separate AT&T MICHIGAN's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.1.3.1.4.1 AT&T MICHIGAN'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 MICHIGAN's equipment. AT&T MICHIGAN's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T MICHIGAN's space. To the extent that AT&T MICHIGAN 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 MICHIGAN's expense.

6.1.3.1.4.2 AT&T MICHIGAN'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.

6.1.3.1.4.3 AT&T MICHIGAN'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 MICHIGAN's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

6.1.3.1.4.4 If AT&T MICHIGAN chooses to enclose its own equipment, AT&T MICHIGAN 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.

6.1.3.1.4.5 AT&T MICHIGAN 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 MICHIGAN cannot prove that other reasonable security methods cost more than an interior security partition around AT&T MICHIGAN's equipment, AT&T MICHIGAN cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from collocators.

6.1.3.1.4.6 If AT&T MICHIGAN 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 MICHIGAN's equipment at the time the price quote is given.

6.1.3.1.5 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 MICHIGAN will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. AT&T MICHIGAN will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to collocator's collocation space during construction.

#### 6.1.4 Interval

6.1.4.1 AT&T MICHIGAN 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 form found in AT&T MICHIGAN's Interconnector's Collocation Services Handbook <https://clec.att.com/clec> for Physical Collocation in AT&T MICHIGAN and will pay an initial Planning Fee (see Section 19. 2.1)

6.1.4.1.1 A Collocator wishing AT&T MICHIGAN 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 MICHIGAN to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, AT&T MICHIGAN 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 MICHIGAN to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if AT&T MICHIGAN is unable to provide the Collocator's requested collocation method due to space constraints and the Collocator determines that it wishes AT&T MICHIGAN to consider an alternative method of collocation, the Collocator would be required to submit an additional application. This would not result in incremental application costs to the Collocator as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T MICHIGAN will begin development of the quotation. AT&T MICHIGAN will advise the Collocator of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 6.1.4 will apply where multiple applications are received). AT&T MICHIGAN 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.

- 6.1.4.2 In responding to an application request, if space is available, AT&T MICHIGAN shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable nonrecurring and recurring rates, and the provisioning interval. AT&T MICHIGAN will not select for Collocator the type of Physical Collocation to be ordered.
- 6.1.4.2.1 The Collocator has sixty-five (65) calendar days. After sixty-five (65) calendar days, a new application and Planning Fee are required. The Collocator has sixty-five (65) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable non-recurring charges.
- 6.1.4.3 AT&T MICHIGAN 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 MICHIGAN's Collocation Service Center (CSC) a complete and accurate application for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee from the Collocation Rate Summary of this Appendix and fifty percent (50%) of nonrecurring 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.
- 6.1.4.3.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) AT&T MICHIGAN will perform a cage expansion of 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 between one Collocator and another Collocator provided the Collocator is interconnected with AT&T MICHIGAN's network, 4)

interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber interconnections up to 12 fiber pairs up to 400 feet.

- 6.1.4.3.2 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, AT&T MICHIGAN bays, AT&T MICHIGAN cable racks and/or cage expansions within Active Central Office 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.
- 6.1.4.3.3 The construction interval for these other augments will not exceed ninety ( 90) days. AT&T MICHIGAN will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.
- 6.1.4.3.4 The second fifty percent (50%) payment must be received by AT&T MICHIGAN no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by AT&T MICHIGAN.

6.1.5 Application Quotation Interval for Physical

6.1.5.1 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

- 6.1.5.2 Should the Collocator submit 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.
- 6.1.5.3 The Collocator may obtain a shorter response interval than are set forth above by scheduling a meeting with AT&T MICHIGAN at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize the Collocator's applications.
- 6.1.5.4 Any major revision to an application will be treated as a new application following the guidelines in Section 6.1.9 following and will be subject to the time intervals set forth above.

6.1.6 Caged, Caged Common Physical Collocation and Shared Caged Collocation Installation Interval

- 6.1.6.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted.
- 6.1.6.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, AT&T MICHIGAN will deliver Caged Physical or Shared Caged 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 50% of all applicable non-recurring charges.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and

must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

6.1.6.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.9 following.

#### 6.1.7 Cageless Physical Collocation Installation Interval

6.1.7.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted.

6.1.7.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, AT&T MICHIGAN 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.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

6.1.7.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.9 following.

6.1.8 AT&T MICHIGAN 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 50% of all applicable non-recurring charges where AT&T MICHIGAN will be installing all or some of the bays. 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 50AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, AT&T MICHIGAN will add thirty (30) calendar days to the provisioning interval.

#### 6.1.9 Adjacent Space or Other Physical Collocation Arrangement Installation Intervals

6.1.9.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 6.1.1 (D) and (E) above will be reasonably related to the complexity of accommodating the requested arrangement.

#### 6.1.10 Revisions

6.1.10.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the Physical Collocation arrangement will be established which shall not exceed the original "major" as defined herein. A major revision includes: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; 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 MICHIGAN normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). However, 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. The Collocator will be required to pay any applicable Planning Fees. 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.

## 6.2 Space Availability Determination and Resolution

6.2.1 In responding to an application request if space is not available, AT&T MICHIGAN 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 MICHIGAN's receipt of a completed application.

6.2.1.1 The notification will also include a possible future space relief date, if applicable. At that time, any nonrecurring charges collected with the application, except the Planning Fee, will be returned to the Collocator.

6.2.1.2 AT&T MICHIGAN will file a copy of the notification letter denying the Collocator's request with the appropriate Commission. In the event of a denial, AT&T MICHIGAN 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 plans documented as provided for in Section 3.8 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.

6.2.1.3 In the event AT&T MICHIGAN 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 MICHIGAN'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.

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

6.2.1.5 AT&T MICHIGAN 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 MICHIGAN's representative will accompany and supervise the Collocator agent on the inspection tour.

6.2.1.6 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 MICHIGAN. The Collocator and AT&T MICHIGAN shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T MICHIGAN 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 MICHIGAN to justify the basis for any denial of collocation requests.

- 6.2.2 AT&T MICHIGAN will submit to a requesting carrier a report indicating AT&T MICHIGAN's available collocation space in a particular AT&T MICHIGAN Eligible Structure upon request. 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 MICHIGAN 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

- 6.2.2.1 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.
- 6.2.2.2 AT&T MICHIGAN shall maintain a publicly available document for viewing on the Internet indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T MICHIGAN will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space. In addition, for Central Offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to AT&T MICHIGAN, such information will be placed on the website <https://clec.att.com/clec>. AT&T MICHIGAN will update the public document on the first day of each month to include all newly available information.
- 6.2.2.3 To the extent AT&T MICHIGAN has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that AT&T MICHIGAN is taking to make additional space available for collocation. In order to increase the amount of space available for collocation, AT&T MICHIGAN 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 shall reserve space for switching, MDF and DCS to accommodate access line growth as outlined in Section 2 of this Appendix under the definition of the term "Legitimately Exhausted Space".

### 6.3 Relocation

- 6.3.1 When AT&T MICHIGAN 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 MICHIGAN will notify the resident Collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, AT&T MICHIGAN 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 arranging for new space. The Collocator shall be responsible 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 MICHIGAN, 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 MICHIGAN's reasonable discretion. In addition, a Collocator's presence in AT&T MICHIGAN Central Offices or adjacent space collocation structures should not prevent AT&T MICHIGAN from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

- 6.3.2 If AT&T MICHIGAN determines that a Collocator must relocate due to any of the above reasons, AT&T MICHIGAN 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 MICHIGAN and the Collocator, unless the Parties agree to a different financial arrangement.
- 6.3.3 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 MICHIGAN 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.

#### 6.4 Occupancy

- 6.4.1 Unless there are unusual circumstances, AT&T MICHIGAN will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after AT&T MICHIGAN completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to AT&T MICHIGAN's network or obtain access to AT&T MICHIGAN Lawful UNEs within one hundred eighty (180) days after receipt of such notice. In the event that AT&T MICHIGAN has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until AT&T MICHIGAN allows the Collocator to interconnect. AT&T MICHIGAN, 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.
- 6.4.2 If the Collocator fails to do so and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after AT&T MICHIGAN 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 MICHIGAN or obtain access to AT&T MICHIGAN Lawful UNEs by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

- 6.4.3 For purposes of this Section, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T MICHIGAN'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 MICHIGAN's network or to obtain access to AT&T MICHIGAN's Lawful UNEs, for the purpose of providing this service.
- 6.4.4 If the Collocator causes AT&T MICHIGAN 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 MICHIGAN the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.
- 6.5 Cancellation Prior to Due Date
- 6.5.1 In the event that the Collocator cancels its order after AT&T MICHIGAN has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T MICHIGAN has been paid the entire amounts due under this Appendix, then in addition to other remedies that AT&T MICHIGAN might have, the Collocator shall be liable in the amount equal to the nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. AT&T MICHIGAN shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.
- 6.6 Billing
- 6.6.1 Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. AT&T MICHIGAN may change its billing date practices upon thirty (30) day's notice to the Collocator.
- 6.6.2 Billing Dispute Resolution
- 6.6.2.1 In the event of a bona fide dispute between a Collocator and AT&T MICHIGAN regarding any bill for anything ordered from this Appendix, Collocator shall, prior to the Bill Due Date, give written notice to AT&T MICHIGAN of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 6.6.1, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 6.6.2 of this Appendix and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section 6.6.1 not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.
- 6.6.3 Third Party Escrow Agent
- 6.6.3.1 Collocator shall pay all undisputed amounts to AT&T MICHIGAN when due and shall pay all Disputed Amounts when due into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

- 6.6.3.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- 6.6.3.1.2 The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and
- 6.6.3.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
- 6.6.3.1.4 In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:
  - 6.6.3.1.5 The escrow account is an interest bearing account;
- 6.6.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Collocator; That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent; All interest earned on deposits to the escrow account shall be disbursed to Collocator and AT&T MICHIGAN in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and AT&T MICHIGAN (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 6.6.7 of this Appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 6.6.7 of this Appendix.
- 6.6.4 Disputed Amounts
  - 6.6.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this Appendix.
- 6.6.5 Investigation Report
  - 6.6.5.1 Upon receipt of the notice and both forms of proof required by Section 6.6.1 of this Appendix, AT&T MICHIGAN shall make an investigation as shall be required to report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 6.6.1 on or before the Bill Due Date, AT&T MICHIGAN will report the results of its investigation within sixty (60) calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.5 of this Appendix, the Collocator must notify AT&T MICHIGAN in writing within thirty (30) days following receipt of the results of AT&T MICHIGAN's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.6 of this Appendix.
- 6.6.6 Informal Resolution of Billing Disputes
  - 6.6.6.1 Upon receipt by AT&T MICHIGAN of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.1 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the

correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

#### 6.6.7 Formal Resolution of Billing Disputes

6.6.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 6.6.6 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section 6.6.7 of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.5 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.5 of this Appendix.

6.6.7.2 Billing Disputes Subject to Mandatory Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix will be subject to mandatory arbitration in accordance with Section 6.6.8 of this Appendix, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix, the Parties will annualize the actual number of months billed.

6.6.7.3 Billing Disputes Subject to Elective Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix will be subject to elective arbitration pursuant to Section 6.6.8 if, and only if, both Parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.5 of this Appendix, the Parties will annualize the actual number of months billed. 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.

#### 6.6.8 Arbitration

6.6.8.1 Disputes subject to mandatory or elective arbitration under the provisions of this Appendix 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 a mutually agreed upon location. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.

6.6.8.2 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. 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 Appendix.

6.6.8.3 The times specified in this Section 6.6.8 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. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

#### 6.6.9 Cooperation Between Parties

6.6.9.1 Immediately upon resolution of any billing dispute, AT&T MICHIGAN and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

6.6.9.1.1 AT&T MICHIGAN shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of AT&T MICHIGAN shall be disbursed to AT&T MICHIGAN by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay AT&T MICHIGAN any difference between the amount of accrued interest AT&T MICHIGAN received from the escrow disbursement and the amount of Late Payment Charges AT&T MICHIGAN billed and is entitled to receive pursuant to Section 6.7 of this Appendix.

#### 6.6.10 Failure to Make Payment

6.6.10.1 Failure by the Collocator to pay any charges determined to be owed to AT&T MICHIGAN within the time specified in Section 6.6.8 shall be grounds for immediate reentry and termination of services provided under this Appendix.

#### 6.6.11 Billing for Caged Shared and Caged Common Collocation Arrangements

6.6.11.1 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 MICHIGAN shall bill the original collocator for space. However, AT&T MICHIGAN 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 MICHIGAN for floor space and all other applicable interconnection arrangements.

## 6.7 Late Payment Charge

6.7.1 If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to AT&T MICHIGAN as of the Bill Due Date, then a late payment charge shall be assessed as follows: at the lesser of (i) one and one-half percent (1 1/2%) 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.

## 6.8 Allowances for Interruptions

6.8.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to AT&T MICHIGAN's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. No allowance for an interruption period will be provided for Physical Collocation where the interruption is due to the actions or negligence of the Collocator. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of AT&T MICHIGAN.

6.8.2 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.

6.8.3 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.

6.8.4 When a third Party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third Party vendor.

## 7. USE BY OTHER LOCAL SERVICE PROVIDERS

7.1 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 MICHIGAN, 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 MICHIGAN.

7.2 AT&T MICHIGAN will make shared collocation cages available to all collocators. A shared collocation cage is a Caged Collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators. In making shared cage arrangements available, AT&T MICHIGAN may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating Party. In those instances where AT&T MICHIGAN receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, AT&T MICHIGAN will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.

7.2.1 AT&T MICHIGAN will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by AT&T MICHIGAN within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator provided equipment. Caged Common Collocation space will be provided where

space permits when five (5) or more collocators have provided AT&T MICHIGAN with their forecasted space requirements accompanied with a firm order and twenty five percent ( 25%) of non-recurring charges for the forecasted space as deposit.

- 7.2.2 When these criteria have been met, AT&T MICHIGAN will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, AT&T MICHIGAN will construct the cage to the collocators' combined forecasts for the initial year. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.11 of this Appendix.
- 7.3 AT&T MICHIGAN will not place unreasonable restrictions on Collocator's use of a cage, and as such will allow Collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-collocator no more than the prorated share (based upon square footage used exclusively or in common) of AT&T MICHIGAN's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with AT&T MICHIGAN utilize a shared collocation cage, AT&T MICHIGAN will permit each collocator to order Lawful UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

## 8. FIBER OPTIC CABLE AND DEMARCATION POINT

### 8.1 Fiber Optic Cable Entrances

- 8.1.1 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 MICHIGAN will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to AT&T MICHIGAN that use of such cable will not impair AT&T MICHIGAN's ability to service its own customers or subsequent collocators.
- 8.1.2 AT&T MICHIGAN shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for AT&T MICHIGAN cable. AT&T MICHIGAN will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where AT&T MICHIGAN also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN and the Collocator(s) in the first twelve (12) months.
- 8.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T MICHIGAN, and leaving sufficient length in the cable in order for AT&T MICHIGAN to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

### 8.2 Demarcation Point

- 8.2.1 A Point of Termination (POT) Frame is not required as the demarcation point. However, the Collocator may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in AT&T MICHIGAN-designated area within the Eligible Structure. If the Collocator elects not to provide a POT Frame, AT&T MICHIGAN will hand off the Interconnection Arrangement(s) cables to the Collocator at its equipment.

## 9. USE OF DEDICATED SPACE

### 9.1 Nature of Use

- 9.1.1 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 MICHIGAN under 47.U.S.C. § 251(C) (2) or accessing AT&T MICHIGAN's Lawful UNEs under 47.U.S.C. § 251(C) (3) of the Act. 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 MICHIGAN's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to AT&T MICHIGAN's Lawful UNEs "for the provision of a telecommunications service."
- 9.1.2 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 MICHIGAN's not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
- 9.1.3 In addition, AT&T MICHIGAN 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 customer premises shall be considered network terminating equipment."
- 9.1.4 AT&T MICHIGAN does not allow collocation of other Multifunctional Equipment, except that AT&T MICHIGAN 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 standalone 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 MICHIGAN's network for the transmission and routing of Telephone Exchange service or Exchange Access or for access to AT&T MICHIGAN's Lawful UNEs for the provision of a telecommunications service. AT&T MICHIGAN voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other Multifunctional Equipment only if AT&T MICHIGAN and Collocator mutually agree to such collocation.
- 9.1.5 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 MICHIGAN will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 9.1.6 AT&T MICHIGAN 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



MICHIGAN and Collocator mutually agree to such placement, in AT&T MICHIGAN's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

- 9.1.7 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 MICHIGAN voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in AT&T MICHIGAN's Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in AT&T MICHIGAN or (2) requested by Collocator and accepted by AT&T MICHIGAN 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 MICHIGAN'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.
- 9.1.8 AT&T MICHIGAN does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 9.1.9 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 MICHIGAN will provide the necessary backup power to ensure against power outages.
- 9.1.10 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 MICHIGAN 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.
- 9.2 Equipment List
- 9.2.1 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 10.1, 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 MICHIGAN, which consent shall not be unreasonably withheld.
- 9.2.2 Subsequent Requests to Place Equipment
- 9.2.2.1 The Collocator shall furnish AT&T MICHIGAN a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.
- 9.2.3 Limitations
- 9.2.3.1 AT&T MICHIGAN's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new

building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment of facilities by a Collocator, is limited only to the extent that AT&T MICHIGAN would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other Party to which it provides interconnection. AT&T MICHIGAN will ensure that the Collocator is provided collocation space at least equal in quality to that provided to AT&T MICHIGAN, its affiliates or other Parties to which it provides interconnection.

### 9.3 Dedicated Space Use and Access

9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities necessary (as defined by the FCC) for interconnection to AT&T MICHIGAN or access to AT&T MICHIGAN's Lawful UNEs. 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 MICHIGAN 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.

9.3.2 AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2 of this Appendix).

9.3.3 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 MICHIGAN, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

9.3.4 AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN's personnel.

### 9.4 Threat to Personnel, Network or Facilities

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

### 9.5 Interference or Impairment

9.5.1 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.

### 9.6 Personal Property and Its Removal

9.6.1 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 MICHIGAN 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 9.7 following.

## 9.7 Alterations

9.7.1 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 MICHIGAN. AT&T MICHIGAN shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that AT&T MICHIGAN has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T MICHIGAN provided construction shall be paid by the Collocator in accordance with AT&T MICHIGAN's custom work order process.

## 10. STANDARDS

### 10.1 Minimum Standards

- 10.1.1 All types of network equipment placed in AT&T MICHIGAN network equipment areas of Eligible Structures by AT&T MICHIGAN or Collocator must meet AT&T MICHIGAN 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 MICHIGAN) 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 MICHIGAN and its contractors when engineering and installing equipment.
- 10.1.2 In the event that AT&T MICHIGAN denied Collocation of Collocator's equipment, citing safety standards, AT&T MICHIGAN will provide within five (5) business days of Collocator's written request to AT&T MICHIGAN representative(s), a list of AT&T MICHIGAN equipment which AT&T MICHIGAN locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such Company equipment met or exceeded the same safety standards for which Collocator's equipment was denied.
- 10.1.3 In the event AT&T MICHIGAN 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 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 MICHIGAN 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.
- 10.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T MICHIGAN 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 6.6.7.2 and 6.6.8 above.

## 10.2 Compliance Certification

10.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 9.2, Equipment List; Section 9.2.1, Subsequent Requests to Place Equipment; or otherwise, shall be compliant with minimum safety standards set forth in Section 10.1.

## 11. RE-ENTRY

11.1 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 MICHIGAN's written notice, or if the Collocator is declared bankrupt or insolvent by a court of competent jurisdiction or makes an assignment for the benefit of creditors, AT&T MICHIGAN 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 MICHIGAN might have.

11.2 AT&T MICHIGAN 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.

11.3 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.

## 12. INDEMNIFICATION OF AT&T MICHIGAN

12.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between AT&T MICHIGAN and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

12.2 Collocator shall indemnify and hold harmless AT&T MICHIGAN the agents, employees, officers, directors and shareholders of any of them ("Indemnittees"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted

against AT&T MICHIGAN where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of AT&T MICHIGAN or its employees. The provisions in this Section are reciprocal and applicable also to AT&T MICHIGAN.

- 12.3 AT&T MICHIGAN shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep AT&T MICHIGAN and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford AT&T MICHIGAN and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

### 13. SERVICES AND MAINTENANCE

#### 13.1 Operating Services

13.1.1 AT&T MICHIGAN 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 MICHIGAN tariffs.

#### 13.2 Maintenance

13.2.1 AT&T MICHIGAN 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.

#### 13.3 Equipment Staging and Storage

13.3.1 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/>)

#### 13.4 Legal Requirements

13.4.1 Except for Section 15, AT&T MICHIGAN 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.

### 14. AT&T MICHIGAN's RIGHT OF ACCESS

- 14.1 AT&T MICHIGAN, its agents, employees, and other AT&T MICHIGAN-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 MICHIGAN hereunder, and for any other purpose deemed reasonable by AT&T MICHIGAN. AT&T MICHIGAN 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 MICHIGAN equipment, facilities and/or personnel located outside of the Dedicated Space; in such case, AT&T MICHIGAN 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.

## 15. GENERAL

- 15.1 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 19.2 of this Appendix. AT&T MICHIGAN 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, Remote Switch Module (RSM) related options and POT bay-related options.
- 15.2 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 MICHIGAN 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 MICHIGAN vehicles and which are designated as reserved. AT&T MICHIGAN shall not unreasonably reserve for its own use all parking at the Eligible Structure.
- 15.3 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and AT&T MICHIGAN are required to follow all posted traffic and AT&T MICHIGAN signs and follow all applicable parking and traffic laws and ordinances.
- 15.4 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.
- 15.5 If AT&T MICHIGAN 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 MICHIGAN 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.
- 15.6 Should AT&T MICHIGAN 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, and so on.
- 15.7 Should AT&T MICHIGAN 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 MICHIGAN shall absorb all of the costs related to such an upgrade.
- 15.8 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to Lawful UNEs are as set forth in the Agreement.

## 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 of this Appendix.
- 16.2 AT&T MICHIGAN 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 MICHIGAN for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. AT&T MICHIGAN will permit Collocator to review the contractor invoices.
- 16.3 To insure efficient use of space, AT&T MICHIGAN will provide a Physical Collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. AT&T MICHIGAN will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive)

- Collocation Space may be provided. AT&T MICHIGAN will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocator.
- 16.4 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 MICHIGAN, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T MICHIGAN, 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.
- 16.5 The Collocator may elect to install its own Point of Termination (POT) Frame, or request that AT&T MICHIGAN provide and install a POT Frame, to be placed in the Collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, AT&T MICHIGAN may still provide and install the required DC power panel.

## 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 of this Appendix for use of the Dedicated Space.

### 17.2 Nonrecurring Charges

- 17.2.1 Nonrecurring 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 MICHIGAN fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Section 16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.
- 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 either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments. In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

### 17.3 Individual Case Basis (ICB)

- 17.3.1 AT&T MICHIGAN 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.

### 17.4 Application of Rates and Charges

- 17.4.1 Beginning on and after the Effective Date of this amendment, 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 amendment, to all existing CLEC collocation arrangements, including those established before the Effective Date of this amendment. 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.

## 18. REGENERATION

- 18.1 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 MICHIGAN'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.

## 19. RATE REGULATIONS

- 19.1 Determination of Charges Not Established in Collocation Rate Summary (Custom Work Charges).

19.1.1 Rate Elements - In the event that AT&T MICHIGAN 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 MICHIGAN shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

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

- 19.2 Rate Elements

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

- 19.2.1 Planning Fees

19.2.1.1 The Planning Fee, as specified in AT&T MICHIGAN's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T MICHIGAN, recovers AT&T MICHIGAN'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 nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 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 MICHIGAN 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 of this Appendix.

- 19.2.2 Floor Space Charges

- 19.2.2.1 Caged Collocation

19.2.2.1.1 The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T MICHIGAN within an Eligible Structure to be used



by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

19.2.2.1.2 AT&T MICHIGAN 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., 50 square feet of cage space for a single bay), and will ensure that the first Collocator in AT&T MICHIGAN premises will not be responsible for the entire cost of site preparation and security. 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 19.2 following. The Collocator may 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.

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

19.2.2.1.4 If the Collocator elects to install, or requests that AT&T MICHIGAN 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 of this Appendix applies.

19.2.2.1.4.1 Eligible Structure Floor Space Charges

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

- Construction costs
- Operating costs

19.2.2.1.4.2 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

19.2.2.1.4.3 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

19.2.2.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by AT&T MICHIGAN 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 MICHIGAN 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

19.2.2.1.4.5 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
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

19.2.2.1.4.6 Remote Switch Module (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the Remote Switch Module (RSM) option. The Dedicated Power

Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

#### 19.2.2.2 Cageless Collocation

19.2.2.2.1 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 MICHIGAN within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

19.2.2.2.2 AT&T MICHIGAN 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 MICHIGAN premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

##### 19.2.2.2.2.1 Floor Space Charges

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

- Construction costs
- Operating costs

##### 19.2.2.2.2.2 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

##### 19.2.2.2.2.3 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
- Bay and aisle lights

- 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

#### 19.2.2.2.2.4 Safety and Security

This charge represents reasonable costs incurred by AT&T MICHIGAN 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 MICHIGAN 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

#### 19.2.2.3 Caged Common Collocation in AT&T MICHIGANs

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

19.2.2.3.2 Caged Common Collocation space will be provided where space permits when five (5), or more collocators have provided AT&T MICHIGAN with their forecasted space requirements accompanied with a firm order and twenty-five percent (25%) of non-recurring charges for the forecasted space as deposit. When these criteria have been met, AT&T MICHIGAN will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, AT&T MICHIGAN will construct the cage to the collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm

orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

19.2.2.3.3 AT&T MICHIGAN will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in Section 16 of this Appendix.

19.2.2.3.4 AT&T MICHIGAN will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in AT&T MICHIGAN's premises will be responsible only for its pro rata share of the cost of site preparation and security.

19.2.2.3.5 Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in the Collocation Rate Summary.

19.2.2.3.6 Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

19.2.2.3.6.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T MICHIGAN within AT&T MICHIGAN.

- Construction costs
- Operating costs

19.2.2.3.6.2 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
- 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

19.2.2.3.6.3 Common Systems Materials Charge

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

- Installation and maintenance of iron work, racking, and lighting above the Common Cage.

#### 19.2.2.3.6.4 Safety and Security

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

- Interior Security Partition separating AT&T MICHIGAN 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

19.2.2.3.6.4.1 In the event AT&T MICHIGAN elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate AT&T MICHIGAN's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to telecommunications carriers equipment that is collocated under cageless option.

#### 19.2.2.3.6.5 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
- . Outlets
- . Cable rack and support structure inside the cage
- . Cage sign

#### 19.2.2.3.6.6 Remote Switch Module (RSM) Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the Remote Switch Module (RSM) option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

### 19.2.3 DC Power Amperage Charge

19.2.3.1 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 CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and AT&T will provision two (2) twenty (20) AMP DC power leads (for a combined total of forty (40) AMPS),but AT&T shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPS. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware & cabling, and AC energy to convert to DC power.

#### 19.2.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

19.2.3.2.1 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 in attached pricing schedule.

### 19.2.4 DC Power Arrangement Provisioning

19.2.4.1 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 nonrecurring and monthly rate for either 2-20 AMP, 2-50 AMP, or 2-100 AMP feeds.

### 19.2.5 DC Power Panel (Maximum 50 AMP)(Optional)

19.2.5.1 This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by AT&T MICHIGAN.

### 19.2.6 DC Power Panel (Maximum 200 AMP)(Optional)

19.2.6.1 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 MICHIGAN technical support. This rate element may be provided by AT&T MICHIGAN.

19.2.7 Eligible Structure Ground Cable Arrangement, Each

19.2.7.1 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.

19.2.8 Security Cards

19.2.8.1 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 of this Appendix. AT&T MICHIGAN 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 MICHIGAN will issue the access and/or ID cards as soon as reasonably practical.

19.2.9 Standard Frame or Cabinet, Each (Optional)

19.2.9.1 The Collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by AT&T MICHIGAN or may request that AT&T MICHIGAN provide and install the bay or cabinet in the cageless space only. If the Collocator elects for AT&T MICHIGAN to provide a bay or cabinet, the rates and charges are as found in the Collocation Rate Summary of this Appendix. When, at the Collocator's option, a bay or cabinet is placed in space designated by AT&T MICHIGAN, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between the Collocator's facilities and AT&T MICHIGAN facilities, previously referred to as "Point of Termination (POT) bay."

19.2.10 Entrance Facility Conduit to Vault, Per Cable Sheath

19.2.10.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T MICHIGAN designated manhole and the cable vault of the Eligible Structure.

19.2.11 Entrance Fiber Charge, Per Cable Sheath

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

19.2.12 ILEC to telecommunications carrier Interconnection Arrangement Options

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

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

19.2.12.1.1.1 AT&T MICHIGAN-provided cable arrangement of twenty eight (28) DS1 connections per cable arrangement between the Collocator's optional POT Frame or



equipment bay and AT&T MICHIGAN network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T MICHIGAN Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and AT&T MICHIGAN'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 of this Appendix.

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

19.2.12.1.2.1 AT&T MICHIGAN-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's optional POT Frame or equipment bay and AT&T MICHIGAN network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T MICHIGAN Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and AT&T MICHIGAN'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 of this Appendix.

19.2.12.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

19.2.12.1.3.1 AT&T MICHIGAN provided cable arrangement that provides one hundred (100) DS0 copper (non-shielded) or (shielded) connections between the Collocator's optional POT frame or equipment bay and AT&T MICHIGAN network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to AT&T MICHIGAN Main Distribution Frame.

19.2.13 Optical Circuit Arrangement

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

19.2.14 Bits Timing (Per two circuits) (Optional)

19.2.14.1 AT&T MICHIGAN provided single signal from AT&T MICHIGAN timing source to provide synchronization between a Collocator's single Network Element and AT&T MICHIGAN's equipment.

19.2.15 Timing Interconnection Arrangement (Optional)

- 19.2.15.1 Timing lead (1 pair) of wires provided by AT&T MICHIGAN to the Collocator's dedicated Collocator's Physical Collocation space or optional POT frame or equipment bay.
- 19.2.16 Collocation Availability Space Report Fee
- 19.2.16.1 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 MICHIGAN is undertaking to make additional space available for collocation.
- 19.2.17 Pre-visits
- 19.2.17.1 General Applications
- 19.2.17.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with AT&T MICHIGAN 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 MICHIGAN's Eligible Structures must submit its request in writing ten (10) business days in advance. 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 MICHIGAN site-specific drawings or make any notations.
- 19.2.17.1.2 For pre-visits, AT&T MICHIGAN will limit the number of AT&T MICHIGAN employees attending the pre-visit to one of AT&T MICHIGAN's employee, unless a different number of AT&T MICHIGAN employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the Collocator 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 MICHIGAN employees spend traveling and will be based on fifteen-minute increments.
- 19.2.18 Construction Inspections
- 19.2.18.1 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 Section 4.2. If any travel expenses are incurred, the Collocator will be charged for the time AT&T MICHIGAN employees spend traveling and will be based on fifteen (15)-minute increments.
- 19.2.19 Adjacent On-site Structure Arrangements
- 19.2.19.1 Adjacent On-site Structure Arrangements
- 19.2.19.1.1 If a Collocator elects to provide an Adjacent On-site structure as described in Section 6.1.1 E. preceding, when all available space is Legitimately Exhausted inside AT&T MICHIGAN Eligible Structure, AT&T MICHIGAN will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-Site

Structure Arrangement request. Rates and charges are found in the Collocation Rate Summary of this Appendix. In addition, should the Collocator elect to have AT&T MICHIGAN provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

#### 19.2.19.2 Adjacent On-site Planning Fee

19.2.19.2.1 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 MICHIGAN on an Adjacent On-site initial or subsequent 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.

#### 19.2.20 Adjacent Off-site Arrangement

##### 19.2.20.1 Adjacent Off-site Structure Arrangements

19.2.20.1.1 If the Collocator elects to provide an Adjacent Off-site structure as defined in Section 2 of this Appendix and as described in Section 6.1.1 preceding, when all available space is Legitimately Exhausted inside AT&T MICHIGAN Eligible Structure and Collocator's Adjacent On-site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, AT&T MICHIGAN 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 MICHIGAN'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 as found in the Collocation Rate Summary of this Appendix.

##### 19.2.20.2 Planning Fee Adjacent Off-site Arrangement

19.2.20.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and AT&T MICHIGAN on Adjacent Off-site initial or subsequent 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 of this Appendix.

#### 19.2.21 Conduit Space for Adjacent Off-site Arrangement

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

#### 19.2.22 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

19.2.22.1 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.

#### 19.2.23 Miscellaneous Charges (Optional)

19.2.23.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.

19.2.24 Collocation to Collocation Connection

19.2.24.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

19.2.24.1.1 Fiber Cable (12 Fibers)

19.2.24.1.1.1 This rate element is for AT&T MICHIGAN 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.

19.2.24.1.2 Copper Cable (28 DS1s)

19.2.24.1.2.1 This rate element is for AT&T MICHIGAN 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.

19.2.24.1.3 Coax Cable (1 DS3)

19.2.24.1.3.1 This rate element is for AT&T MICHIGAN 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.

19.2.24.1.4 Cable Racking and Hole

19.2.24.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

19.2.24.1.5 Route Design

19.2.24.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a nonrecurring charge.

**20. RATES AND CHARGES – ILEC PRICING SCHEDULE (SEE THE COLLOCATION RATE SUMMARY OF THIS APPENDIX)**

**21. CDOW (CLECS DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES**

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T MICHIGAN 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 the Collocation Rate Summary of this Appendix.

21.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and AT&T MICHIGAN Main Distribution Frame or its equivalent by AT&T MICHIGAN 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 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 21.2 below. If Collocator selects this option, AT&T MICHIGAN will install and stencil termination blocks or panels at AT&T MICHIGAN 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 21.3. The Collocator's AT&T MICHIGAN Approved Vendor must obtain an approved Method Procedures (MOP) from AT&T MICHIGAN and follow AT&T MICHIGAN's Technical Publication TP 76300MP for installation of equipment and facilities;
- 21.2 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and AT&T MICHIGAN's Battery Distribution Fuse Bay (BDFB) by using an AT&T MICHIGAN Approved Power Installation Vendor. When AT&T MICHIGAN designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T MICHIGAN Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact AT&T MICHIGAN Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T MICHIGAN Power Plant Primary Distribution, which will be performed by AT&T MICHIGAN. 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 21.1 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's AT&T MICHIGAN Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T MICHIGAN and follow AT&T MICHIGAN's Technical Publication TP 76300MP for installation of equipment and facilities.
- 21.3 Interval (Collocator Installs Interconnection and Power Cabling)
- 21.3.1 The intervals set forth in this Section 21.3 apply only when Collocator installs interconnection and power cabling. AT&T MICHIGAN will notify Collocator as to whether its request for space is been 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 MICHIGAN determines that Collocator's Physical Collocation Application is unacceptable, AT&T MICHIGAN shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T MICHIGAN 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, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.
- 21.3.2 The delivery interval relates to the period in which AT&T MICHIGAN shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date AT&T MICHIGAN receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide AT&T MICHIGAN, 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 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 MICHIGAN has received such response and payment. If the Collocator has not provided AT&T MICHIGAN such response and payment by the twelfth (12) calendar day after the date AT&T MICHIGAN notified Collocator its request has been granted, the application will be canceled. Dedicated Space

is not reserved until AT&T MICHIGAN's receipt of the confirmatory response in writing from the Collocator with applicable fees.

21.3.3 The delivery interval for Caged or Cageless Physical Collocation is determined by AT&T MICHIGAN 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.

21.3.3.1 The delivery interval assigned will be provided to the Collocator by AT&T MICHIGAN with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by AT&T MICHIGAN from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

**Table (1)**

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 – 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

21.3.3.2 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 MICHIGAN will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

21.3.3.3 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.

21.3.4 The second fifty percent (50%) payment must be received by AT&T MICHIGAN 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 MICHIGAN.

21.3.5 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber pair connections

21.3.5.1 Applications (except requests for Adjacent Structure Collocation) received by AT&T MICHIGAN 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 Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T MICHIGAN.

21.3.5.2 This application must include an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

21.3.5.3 The delivery interval for the above Augments is determined by AT&T MICHIGAN 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.

21.3.5.4 The delivery interval assigned will be provided to the Collocator by AT&T MICHIGAN with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by AT&T MICHIGAN 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	35 calendar days
11- 20	60 calendar days	65 calendar days

21.3.5.5 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 application 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 MICHIGAN from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the

delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

- 21.3.6 For all Augments other than provided above, AT&T MICHIGAN will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.
- 21.3.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T MICHIGAN's receipt of the confirmatory response in writing 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.
- 21.4 Rates Elements for AT&T MICHIGAN Central Offices
- 21.4.1 Caged Collocation
- 21.4.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes 4" conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary of this Appendix. This is expressed as a non-recurring charge per sq. ft. of floor space requested.
- 21.4.2 DC Power Arrangement Provisioning
- 21.4.2.1 When the Collocator selects the option to provide and install its power cable by a AT&T MICHIGAN Approved Power 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 MICHIGAN Battery Distribution Fuse Bay or Power Plant Primary Distribution, but AT&T MICHIGAN 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 MICHIGAN Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary of this Appendix.
- 21.4.3 Entrance Fiber Optic Cable Arrangement
- 21.4.3.1 When the Collocator selects the option to pull the Collocator's provided fire retardant entrance fiber optic cable under AT&T MICHIGAN observation, through AT&T MICHIGAN cable vault to the Collocator's equipment with AT&T MICHIGAN approved vendor, only the construction and route design charge will apply. The Collocator will not be permitted access to the cable vault, but AT&T MICHIGAN approved vendor will have access. Rates and charges are as found in the Collocation Rate Summary of this Appendix.
- 21.4.4 DS0 Voice Grade Interconnection Cable Arrangement
- 21.4.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an AT&T MICHIGAN approved 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 MICHIGAN approved 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 of this Appendix.



#### 21.4.5 DS-1 Interconnection Cable Arrangement to DCS

21.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T MICHIGAN approved 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 MICHIGAN approved 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 of this Appendix.

#### 21.4.6 DS-1 Interconnection Cable Arrangement to DSX

21.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T MICHIGAN approved 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 MICHIGAN approved 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 of this Appendix.

#### 21.4.7 DS-3 Interconnection Cable Arrangement to DCS

21.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T MICHIGAN approved 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 MICHIGAN approved 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 of this Appendix.

#### 21.4.8 DS-3 Interconnection Cable Arrangement to DSX

21.4.8.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T MICHIGAN approved 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 MICHIGAN approved 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 of this Appendix.

#### 21.4.9 Fiber Interconnection Cable Arrangement

21.4.9.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T MICHIGAN approved vendor, the Fiber terminating panel at the FDF1 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 MICHIGAN approved 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 of this Appendix.

#### 21.4.10 Collocation to Collocation Connection

21.4.10.1 This rate element includes virtual to virtual, and virtual to physical connection options.

##### 21.4.10.1.1 Fiber Cable (12 Fiber Pair)

21.4.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T MICHIGAN approved 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 of this Appendix.

21.4.10.1.2 Copper Cable

21.4.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T MICHIGAN approved 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 of this Appendix.

21.4.10.1.3 Coax Cable

21.4.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T MICHIGAN approved vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.10.1.4 Cable Racking and Hole

21.4.10.1.4.1 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 in the Collocation Rate Summary of this Appendix.

21.4.10.1.5 Route Design

21.4.10.1.5.1 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 of this Appendix.

# APPENDIX VIRTUAL COLLOCATION

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## APPENDIX VIRTUAL COLLOCATION

### 1. GENERAL DESCRIPTION

- 1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to AT&T MICHIGAN 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 MICHIGAN's Lawful Unbundled Network Elements ("Lawful UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.
- 1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which CLEC will obtain Virtual Collocation from AT&T MICHIGAN pursuant to 47 U.S.C. § 251 (c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any AT&T MICHIGAN tariff, and agree not to so purchase or attempt to so purchase from any AT&T MICHIGAN 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 MICHIGAN to enforce the foregoing (including if AT&T MICHIGAN fails to reject or otherwise block applications for, or provides or continues to provide, 251 (c)(6) Virtual Collocation under tariff to CLEC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T MICHIGAN may either reject any application or order for 251 (c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T MICHIGAN may process any order for any 251 (c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251 (c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.
- 1.3 Upon request from a Collocator, AT&T MICHIGAN will provide one of the following maintenance alternates for its Virtual Collocation offering:
  - 1.3.1 In all of AT&T MICHIGAN's premises, AT&T MICHIGAN will offer Virtual Collocation wherein AT&T MICHIGAN maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 19 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 15 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. AT&T MICHIGAN 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 15, 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 MICHIGAN 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 15 is null and void and all Virtual Collocation will be maintained as described in Section 1 above.
- 1.4 Virtual Collocation in the Central Office is available for interconnection with AT&T MICHIGAN for the transmission and routing of Telephone Exchange Service and Exchange Access as well as AT&T MICHIGAN provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with AT&T MICHIGAN provided UN Es.
- 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 MICHIGAN.

- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T MICHIGAN within AT&T MICHIGAN's Central Offices is contained in 19.36.1. (Rate Elements for AT&T MICHIGAN Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T MICHIGAN within AT&T MICHIGAN's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for AT&T MICHIGAN CEVs, huts and cabinets).
- 1.7 Virtual Collocation provides for Interconnection to AT&T MICHIGAN for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with AT&T MICHIGAN provided Lawful UNEs when the Equipment is Provided by the Collocator.
- 1.8 Virtual Collocation provides for interconnection between AT&T MICHIGAN 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 MICHIGAN Central Offices and for interconnection with AT&T MICHIGAN provided Lawful UNEs in AT&T MICHIGAN Central Offices and CEVs, huts and cabinets.
- 1.9 Virtual Collocation is available at AT&T MICHIGAN wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in AT&T MICHIGAN CEVs, huts and cabinets. Upon request, AT&T MICHIGAN will provide a listing of locations of AT&T MICHIGAN'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 MICHIGAN. 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 MICHIGAN'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 MICHIGAN under 47.U.S.C. § 251(c)(2) or accessing AT&T MICHIGAN'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 MICHIGAN's network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to AT&T MICHIGAN'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 MICHIGAN is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
  - 1.10.4 In addition, AT&T MICHIGAN voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1 .3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5)

DACS frames used 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 MICHIGAN does not allow collocation of other Multifunctional Equipment, except that AT&T MICHIGAN 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 MICHIGAN's network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to AT&T MICHIGAN's Lawful UNEs for the provision of a telecommunications service. AT&T MICHIGAN voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if AT&T MICHIGAN 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 MICHIGAN will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.10.7 AT&T MICHIGAN 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 MICHIGAN and Collocator mutually agree to such placement, in AT&T MICHIGAN'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 MICHIGAN voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an AT&T MICHIGAN Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in AT&T MICHIGAN or (2) requested by Collocator and accepted by AT&T MICHIGAN 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. 98-1 47, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). AT&T MICHIGAN'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 SBC/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 MICHIGAN network equipment areas of Eligible Structures by AT&T MICHIGAN or Collocator must meet AT&T MICHIGAN 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 MICHIGAN) 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 MICHIGAN and its contractors when engineering and installing equipment.

- 1.10.10 In the event that AT&T MICHIGAN denied Collocation of Collocator's equipment, citing Safety Standards, AT&T MICHIGAN will provide within five (5) business days of Collocator's written request to AT&T MICHIGAN representative(s), a list of AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN'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 MICHIGAN chooses to have its personnel present when the CLEC equipment is installed, then AT&T MICHIGAN's presence will be at its own expense. However, if AT&T MICHIGAN demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by AT&T MICHIGAN.
- 1.12 Federal Telecommunications Act of 1996 (the "Act")
  - 1.12.1 AT&T MICHIGAN provides Virtual Collocation for interconnection to AT&T MICHIGAN 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 MICHIGAN'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 MICHIGAN or (2) access to AT&T MICHIGAN's Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at



AT&T MICHIGAN wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in AT&T MICHIGAN CEVs, huts and cabinets.

- 1.12.3 In addition, the following terms and conditions contained in the AT&T MICHIGAN'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 MICHIGAN 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 MICHIGAN 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 MICHIGAN'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 MICHIGAN'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 MICHIGAN'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 MICHIGAN 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 MICHIGAN's facilities. AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN and telecommunications carrier will mutually agree on the location of the designated space on AT&T MICHIGAN premises where the adjacent structure will be placed. AT&T MICHIGAN 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 MICHIGAN or other collocators. AT&T MICHIGAN 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 MICHIGAN is not reached regarding the Custom Work Charge, AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN shall file the appropriate interconnection agreement amendment. However, AT&T MICHIGAN shall not delay completion of such work during the agreement approval process. AT&T MICHIGAN 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 MICHIGAN Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to AT&T MICHIGAN's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T MICHIGAN that house its network facilities, and all structures that house AT&T MICHIGAN'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 MICHIGAN may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T MICHIGAN 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 MICHIGAN'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 6.2 of this Appendix. In making this determination, AT&T MICHIGAN may reserve space for transport equipment for current

- year plus two years. Additionally, AT&T MICHIGAN may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T MICHIGAN or for future use by AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN's network.

### 3. PROVISIONING

- 3.1 Virtual Collocation for Interconnection to AT&T MICHIGAN or access to AT&T MICHIGAN provided Lawful UNEs is ordered as set forth in AT&T MICHIGAN's Interconnector's Collocation Services Handbook at <https://clec.att.com/clec> for Virtual Collocation in 13-STATES. AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN'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 14.4.16
- 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 MICHIGAN property. Suitable replacements are to be immediately provided to AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN on anticipated additional Virtual Collocation requirements,
  - 5.1.6 To the extent known, the Collocator is encouraged to provide AT&T MICHIGAN with a listing of the equipment types that they plan to virtually collocate in AT&T MICHIGAN's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that AT&T MICHIGAN 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 MICHIGAN will begin development of the quotation. AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN** 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 MICHIGAN** 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 <b>AT&amp;T MICHIGAN</b> installation of bay/racks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bay/racks/frames

- 6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), **AT&T MICHIGAN** 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 MICHIGAN** 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 MICHIGAN** 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 MICHIGAN** will be installing all or some of the bays. **AT&T MICHIGAN** 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN will cooperatively test the collocated equipment and facilities with the Collocator.
- 6.3.5 AT&T MICHIGAN will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the CLEC at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.
- 6.4 Revisions
- 6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.
- 6.4.1.1 Major Revisions include:
- adding telecommunications equipment that requires additional electrical power
  - adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package
- 6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.
- 6.4.1.2 Minor Revisions include:
- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
  - adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
  - adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system
- 6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN may perform necessary repairs without prior notification. The labor rates specified in Section 14.4.17 apply to AT&T MICHIGAN Central Offices and AT&T MICHIGAN CEVs, huts and cabinets and are applicable for all repairs performed by AT&T MICHIGAN on the Collocator's facilities and equipment.
- 8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN to remove the Collocator's equipment and facilities from AT&T MICHIGAN'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 MICHIGAN 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 MICHIGAN shall be responsible for exercising reasonable caution when removing virtually collocated equipment. AT&T MICHIGAN will only be responsible for damage done to such equipment caused by gross negligence on the part of AT&T MICHIGAN or its contractors during the removal process. However, Collocator will indemnify and hold AT&T MICHIGAN harmless for any damage done to virtually collocated equipment if AT&T MICHIGAN permits the Collocator to hire a contractor approved by AT&T MICHIGAN to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by AT&T MICHIGAN and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of CLEC Virtual Collocation equipment, AT&T MICHIGAN may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. AT&T MICHIGAN 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 MICHIGAN instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

## 12. RATE REGULATIONS

- 12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to AT&T MICHIGAN under section 251 (c)(2) and for access to AT&T MICHIGAN 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 MICHIGAN for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to AT&T MICHIGAN provided Lawful UNEs under 251(c)(3) in AT&T MICHIGAN's Central Offices are set forth in Appendix Pricing/Collocation Rate Summary (Rates and Charges for AT&T MICHIGAN Central Offices). Rates and charges specific to Virtual Collocation for access to AT&T MICHIGAN provided Lawful UNEs in AT&T MICHIGAN CEVs, huts and cabinets are set forth on the Collocation Rate Summary of this Appendix (Rates and Charges for AT&T MICHIGAN CEVs, huts and cabinets).
- 12.4 Rate Elements for AT&T MICHIGAN 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 MICHIGAN for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to AT&T MICHIGAN's provided Lawful UNEs to be used in conjunction with Virtual Collocation in AT&T MICHIGAN's Central Offices.

### 12.4.1 Planning Fee



- 12.4.1.1 The Planning Fee recovers AT&T MICHIGAN 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 MICHIGAN 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 or the addition of cable. 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 of this Appendix.
- 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 MICHIGAN's Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary of this Appendix.
- 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 MICHIGAN expressed as a monthly rate. AT&T MICHIGAN'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 MICHIGAN 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 of this Appendix.
- 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 MICHIGAN 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 MICHIGAN 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 of this Appendix
  - 12.4.5.3 Safety and Security
    - 12.4.5.3.1 Permits AT&T MICHIGAN 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 of this Appendix.

#### 12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for AT&T MICHIGAN 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 of this Appendix.

#### 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 of this Appendix.

#### 12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, AT&T MICHIGAN 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 of this Appendix.

#### 12.4.8 DC Power Amperage Charge

##### 12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and AT&T MICHIGAN 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 MICHIGAN shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPS. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, Battery Distribution Fuse Bay (BDFB), associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub- element are specified on the Collocation Rate Summary of this Appendix.

##### 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 of this Appendix.
- 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 of this Appendix.
- 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 MICHIGAN'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 of this Appendix.
- 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 MICHIGAN'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 of this Appendix.
- 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 MICHIGAN'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 of this Appendix.
- 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 MICHIGAN'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 of this Appendix.
- 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 MICHIGAN'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 of this Appendix.
- 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 MICHIGAN'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 of this Appendix.
- 12.4.15 Timing Source Arrangement (Optional)
  - 12.4.15.1 AT&T MICHIGAN provided single signal from AT&T MICHIGAN's timing source to provide synchronization between a Collocator's single network element and AT&T MICHIGAN'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 of this Appendix.
- 12.4.16 Training
  - 12.4.16.1 AT&T MICHIGAN is responsible for determining when training is necessary and how many of AT&T MICHIGAN'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 MICHIGAN will be limited to request training for four (4) of AT&T MICHIGAN's personnel per location, unless a different number is mutually agreed upon by AT&T MICHIGAN and Collocator.
  - 12.4.16.2 The Collocator may have AT&T MICHIGAN arrange for the required training of AT&T MICHIGAN's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary of this Appendix .
  - 12.4.16.3 If AT&T MICHIGAN 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 MICHIGAN employee training.
    - 12.4.16.3.3 arrange and pay all costs associated with AT&T MICHIGAN 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 MICHIGAN employee training.
  - 12.4.16.4 AT&T MICHIGAN will work cooperatively with the Collocator to schedule AT&T MICHIGAN'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 MICHIGAN'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 of this Appendix 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 MICHIGAN 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 of this Appendix.

#### 12.4.17.2 Repair of Equipment

12.4.17.2.1 This rate element is a labor rate charged by AT&T MICHIGAN 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 of this Appendix.

#### 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 of this Appendix.

##### 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 of this Appendix.

##### 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 of this Appendix.

##### 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 of this Appendix.

#### 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 of this Appendix.

#### 12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by AT&T MICHIGAN 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 of this Appendix.

#### 12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by AT&T MICHIGAN 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 of this Appendix.

### 12.5 Rate Elements for AT&T MICHIGAN's CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to AT&T MICHIGAN's provided Lawful UNEs in AT&T MICHIGAN'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 of this Appendix.

#### 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 MICHIGAN CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary of this Appendix.

#### 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 of this Appendix.

#### 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 of this Appendix.

#### 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 of this Appendix.
- 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 of this Appendix.
- 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 of this Appendix.
- 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 of this Appendix.
- 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 of this Appendix.
- 12.5.11 Project Coordination Fee
  - 12.5.11.1 The project coordination fee provides for AT&T MICHIGAN 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 of this Appendix.

### 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 MICHIGAN 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 MICHIGAN and other Collocators.
- 13.3 After Collocator has been provided with written notification by AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN shall not prevent the Collocator from entering the Eligible Structure. If AT&T MICHIGAN does not immediately make the requested documents available

- to a Collocator and the Collocator enters the Eligible Structure, AT&T MICHIGAN shall deliver the requested documents to Collocator immediately upon locating same.
- 13.4 AT&T MICHIGAN will provide a security escort with the Collocator paying the expense for the escort. AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN with reasonable notice of the entry. Notice will be provided to AT&T MICHIGAN'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 MICHIGAN'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 MICHIGAN security standards. Disciplinary procedures shall be established in accordance with Section 16.3 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 MICHIGAN or other Collocators in jeopardy.
- 13.7 AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN'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 MICHIGAN

- 14.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between AT&T MICHIGAN and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between AT&T MICHIGAN and Collocator. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 14.1.2 Collocator shall indemnify and hold harmless AT&T MICHIGAN, the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against AT&T MICHIGAN where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or



in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of AT&T MICHIGAN or its employees. The provisions in this Section are reciprocal and applicable also to AT&T MICHIGAN.

- 14.1.3 AT&T MICHIGAN shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep AT&T MICHIGAN and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford AT&T MICHIGAN and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

#### 14.2 Insurance

The Collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

- 14.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of AT&T MICHIGAN and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- 14.2.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations.
- 14.2.2.1 Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. AT&T MICHIGAN will be named as an Additional Insured on the Commercial General Liability policy.
- 14.2.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.
- 14.2.4 Collocator releases AT&T MICHIGAN from and waives any and all right of recovery, claim, action or cause of action against AT&T MICHIGAN, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of AT&T MICHIGAN, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against AT&T MICHIGAN, and any rights of Collocator against AT&T MICHIGAN for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that AT&T MICHIGAN has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

- 14.2.5 AT&T MICHIGAN requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.
  - 14.2.6 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T MICHIGAN as well. If a certificate is not received, AT&T MICHIGAN will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency.
  - 14.2.7 If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes AT&T MICHIGAN, and AT&T MICHIGAN may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T MICHIGAN will invoice Collocator for the costs incurred to so acquire insurance.
  - 14.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:  
"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."
  - 14.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
  - 14.2.10 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements described above shall immediately apply.
- 14.3 Conduct While in AT&T MICHIGAN Eligible Structures
- 14.3.1 Collocator and AT&T MICHIGAN will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T MICHIGAN for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocator or AT&T MICHIGAN 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 MICHIGAN in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other property of AT&T MICHIGAN:
    - 14.3.1.1 Theft or destruction of AT&T MICHIGAN's or Collocator's property;
    - 14.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T MICHIGAN's property;
    - 14.3.1.3 Threats or violent acts against other persons on AT&T MICHIGAN's property;
    - 14.3.1.4 Knowing violations of any local, state or federal law on AT&T MICHIGAN's property;
    - 14.3.1.5 Permitting unauthorized persons access to AT&T MICHIGAN or Collocator's equipment on AT&T MICHIGAN's property; and
    - 14.3.1.6 Carrying a weapon on AT&T MICHIGAN's property.
  - 14.3.2 In addition, Collocator and AT&T MICHIGAN will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T MICHIGAN or the Collocator of AT&T MICHIGAN's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T MICHIGAN's Interconnector's Collocation Services

Handbook at <https://clec.att.com/clec> for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

- 14.3.3 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T MICHIGAN security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T MICHIGAN's own employees and authorized contractors must undergo. AT&T MICHIGAN will not, however, require Collocator to receive security training from AT&T MICHIGAN, 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 MICHIGAN's Interconnector's Collocation Services Handbook for Virtual Collocation in AT&T MICHIGAN.

## 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 MICHIGAN's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T MICHIGAN's own employees and authorized contractors must undergo. AT&T MICHIGAN will not, however, require Collocator to receive security training from AT&T MICHIGAN, 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 MICHIGAN'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 MICHIGAN's Offices

- 16.1.1 This security escort charge consists of the charges for AT&T MICHIGAN 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 1/4 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 MICHIGAN's CEV, Hut, and Cabinets

- 16.2.1 The security escort charge consists of the charges for AT&T MICHIGAN 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 amendment, 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 amendment], to all existing CLEC collocation arrangements, including those established before the Effective Date of this amendment. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

## 17. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T MICHIGAN 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 19 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 MICHIGAN Main Distribution Frame (MDF) or its equivalent by AT&T MICHIGAN 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 19.2. If Collocator selects this option, AT&T MICHIGAN will install and stencil termination blocks or panels at AT&T MICHIGAN 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 MICHIGAN Approved Vendor. Intervals and provisioning for this offering are found in Section 19.3.1 through 19.3.5. The Collocator's AT&T MICHIGAN Approved Vendor must obtain an approved Method Procedure (MOP) from AT&T MICHIGAN and follow AT&T MICHIGAN'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 MICHIGAN's Battery Distribution Fuse Bay (BDFB) by AT&T MICHIGAN Approved Power Installation Vendor. When AT&T MICHIGAN designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T MICHIGAN Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

17.2.2 The Collocator must contact AT&T MICHIGAN project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T MICHIGAN Power Plant Primary Distribution, which will be performed by AT&T MICHIGAN. 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 19.1. Intervals and provisioning for this offering are found in Section 19.3.1 through 19.3.5. The Collocator's AT&T MICHIGAN Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T MICHIGAN and follow AT&T MICHIGAN's Technical Publication TP 76300MP for installation of equipment and cable facilities.

### 17.3 Intervals and Provisioning

#### 17.3.1 Implementation Intervals when CLEC hires AT&T MICHIGAN Approved Vendor Installs Interconnection and Power Cabling

17.3.1.1 AT&T MICHIGAN 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 MICHIGAN. AT&T MICHIGAN 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 MICHIGAN determines that Collocator's Virtual Collocation Application is unacceptable, AT&T MICHIGAN shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T MICHIGAN 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 19.3 is for new and augment Virtual Collocation Applications and 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 MICHIGAN shall construct and turnover to the Collocator's AT&T MICHIGAN Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date AT&T MICHIGAN receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide AT&T MICHIGAN, 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 nonrecurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as AT&T MICHIGAN has received such response and payment. If the Collocator has not provided AT&T MICHIGAN such response and payment by the twelfth (12th) calendar day after the date AT&T MICHIGAN notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until AT&T MICHIGAN'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 MICHIGAN 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 MICHIGAN with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN.

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 MICHIGAN 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 MICHIGAN prior to the space being turned over to the Collocator's AT&T MICHIGAN Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's AT&T MICHIGAN Approved Vendor by AT&T MICHIGAN.

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 MICHIGAN 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 MICHIGAN with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by AT&T MICHIGAN 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 MICHIGAN 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 MICHIGAN 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 MICHIGAN's receipt of the confirmatory response in writing to continue

construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for AT&T MICHIGAN 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 MICHIGAN 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 of this Appendix.

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 MICHIGAN 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 of this Appendix.

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 MICHIGAN 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 of this Appendix.

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 MICHIGAN 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 of this Appendix.

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 MICHIGAN 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 of this Appendix.

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 MICHIGAN 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. of this Appendix

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 MICHIGAN 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 of this Appendix.

#### 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 MICHIGAN approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a nonrecurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

##### 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 MICHIGAN approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a nonrecurring charge and a monthly rate as specified on the Collocation Rate Summary of this Appendix.

##### 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 MICHIGAN 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 of this Appendix.

##### 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 of this Appendix.

##### 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 of this Appendix.

MICHIGAN BELL TELEPHONE COMPANY  
COLLOCATION RATE SUMMARY  
September 30, 2004

ATT MICHIGAN/PENINSULA FIBER NETWORK, LLC  
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
2	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED</b>					
3	<b>REAL ESTATE</b>					
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	<b>S8FWB</b>		\$9.28	
5	Safety & Security	Per Sq. Ft. of space used by CLEC	<b>S8F4N</b>		\$19.56	
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	<b>S8F4L</b>	\$5.97		
7	<b>COMMON SYSTEMS</b>					
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	<b>S8F4A</b>	\$0.44	\$59.86	
9	<b>PLANNING</b>					
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	<b>S8GCA</b>	\$0.09	\$7.55	
11	Planning	Per Request	<b>NRFCB</b>		\$5,244.43	
12	Planning - Subsequent Inter. Cabling	Per Request	<b>NRFCB</b>		\$2,267.04	
13	Planning - Subsequent Power Cabling	Per Request	<b>NRFCF</b>		\$2,306.10	
14	Planning - Subs. Inter./Power Cabling	Per Request	<b>NRFCG</b>		\$2,884.60	
15	Planning - Non-Standard	Per Request	<b>NRFCB</b>		\$1,436.00	
16	<b>POWER PROVISIONING</b>					
17	<b>Power Panel:</b>					
18	50 Amp	Per Power Panel (CLEC Provided)	<b>NONE</b>			
19	200 Amp	Per Power Panel (CLEC Provided)	<b>NONE</b>			
20	<b>Power Cable and Infrastructure:</b>					
21	Power Cable Rack	Per Four Power Cables or Quad	<b>NONE</b>			
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	<b>S8GF1</b>	0.25	48.23	
23	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	<b>S8GF2</b>	0.25	48.23	
24	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	<b>S8GF3</b>	0.25	48.23	
25	<b>Equipment Grounding:</b>					
26	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	<b>S8FCR</b>	\$0.03	\$0.92	
27	<b>DC POWER AMPERAGE CHARGE</b>					
28	HVAC	Per 10 Amps	<b>S8GCS</b>	\$14.62		
29	Per Amp	Per Amp	<b>S8GCR</b>	\$10.61		
30	<b>FIBER CABLE PLACEMENT</b>					
31	<b>Central Office:</b>					
32	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	<b>S8FQ9</b>	\$4.85	\$809.13	
33	Entrance Conduit	Per Fiber Cable Sheath	<b>S8FW5</b>	\$8.76		
34	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>					
35	<b>MISCELLANEOUS COSTS</b>					
36	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	<b>S8F45</b>	\$0.08	\$14.81	
37	Bits Timing	Per two circuits	<b>S8FQT</b>	\$3.58	\$698.82	
38	Space Availability Report	Per Premise	<b>NRFCQ</b>		\$168.04	
39	Security Access / ID Cards	Per Five Cards	<b>NRFCM</b>		\$123.35	
40	Security Access / ID Cards/Expedite	Per Five Cards	<b>NRFCN</b>		\$203.35	
41	<b>CAGE COMMON COSTS</b>					
42	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	<b>NRL60</b>		\$5.29	
43	<b>INTERCONNECTION COSTS:</b>					
44	<b>ILEC TO CLEC CONNECTION</b>					
45	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	<b>S8F48</b>	\$3.86	\$156.02	
46	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	<b>S8FWU</b>	\$3.86	\$156.02	
47	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	<b>S8FQM</b>	\$295.42	\$3,105.79	
48	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	<b>S8F46</b>	\$6.07	\$486.89	
49	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	<b>S8F47</b>	\$115.30	\$1,809.40	
50	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	<b>S8FQN</b>	\$5.69	\$116.67	
51	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	<b>S8FQR</b>	\$3.76	\$495.49	
52	<b>CLEC TO CLEC CONNECTION</b>					
53	Cable Racking and Hole for Optical	Per Cable	<b>S8GFE</b>	\$0.82		
54	Cable Racking and Hole for DS1	Per Cable	<b>S8GFF</b>	\$0.57		
55	Cable Racking and Hole for DS3	Per Cable	<b>S8GFG</b>	\$0.50		
56	Route Design		<b>NRFCX</b>		\$424.88	
57	Connection for DS1	Per 28 Circuits (CLEC provides cable)	<b>S8GFH</b>	\$0.18		
58	Connection for DS3	Per Circuit (CLEC provides cable)	<b>S8GFJ</b>	\$0.12		
59	Connection for Optical	Per Cable (CLEC provides cable)	<b>S8GFK</b>	\$0.31		
60	<b>TIME SENSITIVE ACTIVITIES</b>					
61	<b>PRE-VISITS</b>					
62	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	<b>NRFCR</b>		\$23.23	
63	Comm. Tech - Craft	Per 1/4 Hour	<b>NRFCB</b>		\$19.60	
64	CO Manager - 1st Level	Per 1/4 Hour	<b>NRFCB</b>		\$19.72	
65	Floor Space Planning - 1st Level	Per 1/4 Hour	<b>NRFCU</b>		\$19.24	
66	<b>CONSTRUCTION VISITS</b>					
67	Project Manager - 1st Level	Per 1/4 Hour	<b>NRFCV</b>		\$19.24	
68	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	<b>NRFCZ</b>		\$23.23	
69	<b>RSM Option</b>					
70	Additional Dedicated HVAC Charge	per request	<b>NRFCB</b>		\$3,100.00	
71	Dedicated power Plant Floor Space	per request	<b>S8GCQ</b>	\$394.00		

MICHIGAN BELL TELEPHONE COMPANY  
COLLOCATION RATE SUMMARY  
September 30, 2004

ATT MICHIGAN/PENINSULA FIBER NETWORK, LLC  
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
72						
73	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED</b>					
74	<b>REAL ESTATE</b>					
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	<b>S8GCE</b>		\$9.28	
76	Safety & Security	Per Sq. Ft. of space used by CLEC	<b>S8GCF</b>		\$19.56	
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	<b>S8GCD</b>	\$5.97		
78	<b>COMMON SYSTEMS</b>					
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	<b>S8GCG</b>	\$0.44	\$59.86	
80	<b>PLANNING</b>					
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	<b>S8GCA</b>	\$0.09	\$7.55	
82	Planning	Per Request	<b>NRFCB</b>		\$5,244.43	
83	Planning - Subsequent Inter. Cabling	Per Request	<b>NRFCB</b>		\$2,267.04	
84	Planning - Subsequent Power Cabling	Per Request	<b>NRFCF</b>		\$2,306.10	
85	Planning - Subs. Inter./Power Cabling	Per Request	<b>NRFCG</b>		\$2,884.60	
86	Planning - Non-Standard	Per Request	<b>NRFCH</b>		\$1,436.00	
87	<b>POWER PROVISIONING</b>					
88	<b>Power Panel:</b>					
89	50 Amp	Per Power Panel	<b>S8GC8</b>	\$15.77	\$3,079.47	
90	200 Amp	Per Power Panel	<b>S8GC9</b>	\$18.75	\$3,659.46	
91	<b>Power Cable and Infrastructure:</b>					
92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	<b>S8GCU</b>	\$7.74	\$1,570.84	
93	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	<b>S8GCV</b>	\$9.57	\$1,954.85	
94	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	<b>S8GCW</b>	\$11.39	\$2,344.44	
95	<b>Equipment Grounding:</b>					
96	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	<b>S8GDA</b>	\$0.03	\$0.92	
97	<b>DC POWER AMPERAGE CHARGE</b>					
98	HVAC	Per 10 Amps	<b>S8GCS</b>	\$14.62		
99	Per Amp	Per Amp	<b>S8GCR</b>	\$10.61		
100	<b>FIBER CABLE PLACEMENT</b>					
101	<b>Central Office:</b>					
102	Fiber Cable	Per Fiber Cable Sheath	<b>S8GDE</b>	\$4.85	\$1,619.88	
103	Entrance Conduit to Vault	Per Fiber Cable Sheath	<b>S8GDD</b>	\$8.76		
104	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>					
105	<b>MISCELLANEOUS COSTS</b>					
106	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	<b>S8GEK</b>	\$0.08	\$14.81	
107	Bits Timing	Per two circuits	<b>S8GEJ</b>	\$3.58	\$698.82	
108	Space Availability Report	Per Premise	<b>NRFCQ</b>		\$168.04	
109	Security Access / ID Cards	Per Five Cards	<b>NRFCM</b>		\$123.35	
110	Security Access / ID Cards/Expedite	Per Five Cards	<b>NRFCN</b>		\$203.35	
111	<b>CAGE COMMON COSTS</b>					
112	Cage Preparation	Per Sq. Ft. of space used by CLEC	<b>S8GCH</b>	\$0.27	\$19.70	
113	<b>INTERCONNECTION COSTS:</b>					
114	<b>ILEC TO CLEC CONNECTION</b>					
115	Voice Grade Arrangement	100 Copper Pairs	<b>S8GD4</b>	\$4.92	\$1,027.16	
116	Voice Grade Arrangement	100 Shielded Pairs	<b>S8GD5</b>	\$4.92	\$1,027.16	
117	DS1 Arrangement - DCS	28 DS1	<b>S8GDK</b>	\$297.44	\$3,613.06	
118	DS1 Arrangement - DSX	28 DS1	<b>S8GDP</b>	\$9.79	\$1,346.48	
119	DS3 Arrangement - DCS	1 DS3	<b>S8GDV</b>	\$115.58	\$2,181.58	
120	DS3 Arrangement - DSX	1 DS3	<b>S8GDZ</b>	\$7.14	\$603.89	
121	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	<b>S8GED</b>	\$6.55	\$1,779.78	
122	<b>CLEC TO CLEC CONNECTION</b>					
123	Cable Racking and Hole for Optical	Per Cable	<b>S8GFE</b>	\$0.82		
124	Cable Racking and Hole for DS1	Per Cable	<b>S8GFF</b>	\$0.57		
125	Cable Racking and Hole for DS3	Per Cable	<b>S8GFG</b>	\$0.50		
126	Route Design		<b>NRFCX</b>		\$424.88	
127	Connection for DS1	Per 28 Circuits	<b>S8GFC</b>	\$1.41	\$982.35	
128	Connection for DS3	Per Circuit	<b>S8GFD</b>	\$1.30	\$433.86	
129	Connection for Optical (Fiber)	Per Cable	<b>S8GFB</b>	\$1.38	\$1,404.07	
130	<b>TIME SENSITIVE ACTIVITIES</b>					
131	<b>PRE-VISITS</b>					
132	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	<b>NRFCR</b>		\$23.23	
133	Comm. Tech - Craft	Per 1/4 Hour	<b>NRFCB</b>		\$19.60	
134	CO Manager - 1st Level	Per 1/4 Hour	<b>NRFCB</b>		\$19.72	
135	Floor Space Planning - 1st Level	Per 1/4 Hour	<b>NRFCU</b>		\$19.24	
136	<b>CONSTRUCTION VISITS</b>					
137	Project Manager - 1st Level	Per 1/4 Hour	<b>NRFCV</b>		\$19.24	
138	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	<b>NRFCZ</b>		\$23.23	
139	<b>RSM Option</b>					
140	Additional Dedicated HVAC Charge	Per Request	<b>NRFCB</b>		\$3,100.00	
141	Dedicated power Plant Floor Space	Per Request	<b>S8GCQ</b>	\$394.00		
142						

MICHIGAN BELL TELEPHONE COMPANY  
COLLOCATION RATE SUMMARY  
September 30, 2004

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
143	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGELESS</b>					
144	<b>REAL ESTATE</b>					
145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21		
148	<b>COMMON SYSTEMS</b>					
149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45	
150	<b>PLANNING</b>					
151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54	
152	Planning	Per Request	NRFCJ		\$4,601.93	
153	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
154	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
155	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
156	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00	
157	<b>POWER PROVISIONING</b>					
158	<b>Power Panel:</b>					
159	50 Amp	Per Power Panel (CLEC Provided)	NONE			
160	200 Amp	Per Power Panel (CLEC Provided)	NONE			
161	<b>Power Cable and Infrastructure:</b>					
162	Power Cable Rack	Per Four Power Cables or Quad	NONE			
163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	0.25	48.23	
164	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	0.25	48.23	
165	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	0.25	48.23	
166	<b>Equipment Grounding:</b>					
167	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32	
168	<b>DC POWER AMPERAGE CHARGE</b>					
169	HVAC	Per 10 Amps	S8GCS	\$14.62		
170	Per Amp	Per Amp	S8GCR	\$10.61		
171	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27		
172	<b>FIBER CABLE PLACEMENT</b>					
173	<b>Central Office:</b>					
174	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
175	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
176	<b>CEV, HUT &amp; Cabinets:</b>					
177	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58	
178	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61		
179	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>					
180	<b>MISCELLANEOUS COSTS</b>					
181	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
182	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
183	Space Availability Report	Per Premise	NRFCQ		\$168.04	
184	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
185	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
186	<b>CAGELESS / POT BAY OPTIONS</b>					
187	Standard Equipment Bay	Each (CLEC Provided)	NONE			
188	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE			
189	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE			
190	VF/DS0 Termination Module	Each (CLEC Provided)	NONE			
191	DDP-1 Panel	Each (CLEC Provided)	NONE			
192	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE			
193	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE			
194	DS3 Interconnect Module	Each (CLEC Provided)	NONE			
195	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE			
196	Fiber Termination Dual Module	Each (CLEC Provided)	NONE			
197	<b>CEV, HUT, CABINET</b>					
198	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64		
199	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77		
200	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77		
201	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33		
202	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63		
203	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19		
204	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29		
205	<b>INTERCONNECTION COSTS:</b>					
206	<b>ILEC TO CLEC CONNECTION</b>					
207	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02	
208	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02	
209	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79	
210	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89	
211	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40	
212	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67	
213	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	



MICHIGAN BELL TELEPHONE COMPANY  
COLLOCATION RATE SUMMARY  
September 30, 2004

ATT MICHIGAN/PENINSULA FIBER NETWORK, LLC  
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
214	<b>CLEC TO CLEC CONNECTION</b>					
215	Cable Racking and Hole for Optical	Per Cable	<b>S8GFE</b>	\$0.82		
216	Cable Racking and Hole for DS1	Per Cable	<b>S8GFF</b>	\$0.57		
217	Cable Racking and Hole for DS3	Per Cable	<b>S8GFG</b>	\$0.50		
218	Route Design		<b>NRFCX</b>		\$424.88	
219	Connection for DS1	Per 28 Circuits (CLEC provides cable)	<b>S8GFL</b>	\$0.18	\$0.00	
220	Connection for DS3	Per Circuit (CLEC provides cable)	<b>S8GFM</b>	\$0.12	\$0.00	
221	Connection for Optical	Per Cable (CLEC provides cable)	<b>S8GFN</b>	\$0.31	\$0.00	
222	<b>PROJECT MANAGEMENT</b>					
223	<b>CEV, HUT &amp; CABINET</b>					
224	Project Coordination	Per CLEC Application	<b>NRFCY</b>		\$631.17	
225	<b>TIME SENSITIVE ACTIVITIES</b>					
226	<b>PRE-VISITS</b>					
227	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	<b>NRFCR</b>		\$23.23	
228	Comm. Tech - Craft	Per 1/4 Hour	<b>NRFCS</b>		\$19.60	
229	CO Manager - 1st Level	Per 1/4 Hour	<b>NRFCV</b>		\$19.72	
230	Floor Space Planning - 1st Level	Per 1/4 Hour	<b>NRFCU</b>		\$19.24	
231	<b>CONSTRUCTION VISITS</b>					
232	Project Manager - 1st Level	Per 1/4 Hour	<b>NRFCV</b>		\$19.24	
233	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	<b>NRFCZ</b>		\$23.23	
234						
235	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGELESS</b>					
236	<b>REAL ESTATE</b>					
237	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	<b>S8GCL</b>		\$92.81	
238	Safety & Security	Per Frame (Standard Bay=10 sq ft)	<b>S8GCN</b>		\$195.57	
239	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	<b>S8GCK</b>	\$64.21		
240	<b>COMMON SYSTEMS</b>					
241	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	<b>S8GCM</b>	\$9.35	\$760.45	
242	<b>PLANNING</b>					
243	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	<b>S8GCB</b>	\$1.13	\$75.54	
244	Planning	Per Request	<b>NRFCJ</b>		\$4,601.93	
245	Planning - Subsequent Inter. Cabling	Per Request	<b>NRFCF</b>		\$2,267.04	
246	Planning - Subsequent Power Cabling	Per Request	<b>NRFCF</b>		\$2,306.10	
247	Planning - Subs. Inter./Power Cabling	Per Request	<b>NRFCG</b>		\$2,884.60	
248	Planning - Non-Standard	Per Request	<b>NRFCH</b>		\$1,436.00	
249	<b>POWER PROVISIONING</b>					
250	<b>Power Panel:</b>					
251	50 Amp	Per Power Panel	<b>S8GC8</b>	\$15.77	\$3,079.47	
252	200 Amp	Per Power Panel	<b>S8GC9</b>	\$18.75	\$3,659.46	
253	<b>Power Cable and Infrastructure:</b>					
254	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	<b>S8GCX</b>	\$7.74	\$2,262.52	
255	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	<b>S8GCY</b>	\$9.57	\$2,749.10	
256	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	<b>S8GCZ</b>	\$11.39	\$3,236.32	
257	<b>Equipment Grounding:</b>					
258	Ground Cable Placement	Per Frame	<b>S8GDB</b>	\$0.33	\$15.32	
259	<b>DC POWER AMPERAGE CHARGE</b>					
260	HVAC	Per 10 Amps	<b>S8GCS</b>	\$14.62		
261	Per Amp	Per Amp	<b>S8GCR</b>	\$10.61		
262	CEV, HUT & Cabinets	Per 2 inch mounting space	<b>S8GCT</b>	\$1.27		
263	<b>FIBER CABLE PLACEMENT</b>					
264	<b>Central Office:</b>					
265	Fiber Cable	Per Fiber Cable Sheath	<b>S8GDE</b>	\$4.85	\$1,619.88	
266	Entrance Conduit	Per Fiber Cable Sheath	<b>S8GDD</b>	\$8.76		
267	<b>CEV, HUT &amp; Cabinets:</b>					
268	Fiber Cable Placement	Per Fiber Cable Sheath	<b>S8GDH</b>		\$53.58	
269	Entrance Conduit	Per Fiber Cable Sheath	<b>S8GDJ</b>	\$2.61		
270	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>					
271	<b>MISCELLANEOUS COSTS</b>					
272	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	<b>S8GEK</b>	\$0.08	\$14.81	
273	Bits Timing	Per two circuits	<b>S8GEJ</b>	\$3.58	\$698.82	
274	Space Availability Report	Per Premise	<b>NRFCQ</b>		\$168.04	
275	Security Access / ID Cards	Per Five Cards	<b>NRFCM</b>		\$123.35	
276	Security Access / ID Cards/Expedite	Per Five Cards	<b>NRFCN</b>		\$203.35	
277	<b>CAGELESS / POT BAY OPTIONS</b>					
278	Standard Equipment Bay	Each	<b>NRFCO</b>	\$8.89	\$721.28	
279	Non-Standard Cabinet Bay	Each	<b>NRFCP</b>	\$17.78	\$3,470.81	
280	VF/DS0 Termination Panel/Module	Each	<b>S8GE5</b>	\$3.10	\$605.64	
281	DDP-1 Panel/Jack Access Card	Each	<b>S8GE6</b>	\$8.08	\$1,576.65	
282	DS3/STS-1 Interconnect Panel	Each	<b>S8GE7</b>	\$2.38	\$465.47	
283	DS3 Interconnect Module	Each	<b>S8GE8</b>	\$0.45	\$87.35	
284	Fiber Optic Splitter Panel	Each	<b>S8GE9</b>	\$1.52	\$297.00	
285	Fiber Termination Dual Module	Each	<b>S8GFA</b>	\$1.37	\$267.88	

MICHIGAN BELL TELEPHONE COMPANY  
COLLOCATION RATE SUMMARY  
September 30, 2004

ATT MICHIGAN/PENINSULA FIBER NETWORK, LLC  
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
286	<b>CEV, HUT, CABINET</b>					
287	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64		
288	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77		
289	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77		
290	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33		
291	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63		
292	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19		
293	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29		
294	<b>INTERCONNECTION COSTS:</b>					
295	<b>ILEC TO CLEC CONNECTION</b>					
296	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.92	\$1,027.16	
297	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.92	\$1,027.16	
298	DS1 Arrangement - DCS	28 DS1	S8GDL	\$297.44	\$3,613.06	
299	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$9.79	\$1,346.48	
300	DS3 Arrangement - DCS	1 DS3	S8GDW	\$115.58	\$2,181.58	
301	DS3 Arrangement - DSX	1 DS3	S8GD1	\$7.14	\$603.89	
302	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$1,779.78	
303	<b>CLEC TO CLEC CONNECTION</b>					
304	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
305	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
306	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
307	Route Design		NRFCX		\$424.88	
308	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35	
309	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86	
310	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07	
311	<b>PROJECT MANAGEMENT</b>					
312	<b>CEV, HUT &amp; CABINET</b>					
313	Project Coordination	Per CLEC Application	NRFCCK		\$631.17	
314	<b>TIME SENSITIVE ACTIVITIES</b>					
315	<b>PRE-VISITS</b>					
316	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
317	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
318	CO Manager - 1st Level	Per 1/4 Hour	NRFCCT		\$19.72	
319	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
320	<b>CONSTRUCTION VISITS</b>					
321	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
323						
324	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED COMMON</b>					
325	<b>REAL ESTATE</b>					
326	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
327	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
328	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87		
329	<b>COMMON SYSTEMS</b>					
330	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37	
331	<b>PLANNING</b>					
332	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24	
333	Planning	Per Request	NRFCJ		\$4,601.93	
334	Planning - Subsequent Inter. Cabling	Per Request	NRFCCE		\$2,267.04	
335	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
336	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
337	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
338	<b>POWER PROVISIONING</b>					
339	<b>Power Panel:</b>					
340	50 Amp	Per Power Panel (CLEC provides)	NONE			
341	200 Amp	Per Power Panel (CLEC provides)	NONE			
342	<b>Power Cable and Infrastructure:</b>					
343	Power Cable Rack	Per Four Power Cables or Quad	NONE			
344	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23	
345	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23	
346	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23	
347	<b>Equipment Grounding:</b>					
348	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93	
349	<b>DC POWER AMPERAGE CHARGE</b>					
350	HVAC	Per 10 Amps	S8GCS	\$14.62		
351	Per Amp	Per Amp	S8GCR	\$10.61		
352	<b>FIBER CABLE PLACEMENT</b>					
353	<b>Central Office:</b>					
354	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
355	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		

MICHIGAN BELL TELEPHONE COMPANY  
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ATT MICHIGAN/PENINSULA FIBER NETWORK, LLC  
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
356	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>					
357	<b>MISCELLANEOUS COSTS</b>					
358	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
359	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
360	Space Availability Report	Per Premise	NRFCQ		\$168.04	
361	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
362	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
363	<b>CAGE COMMON COSTS</b>					
364	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00	
365	<b>INTERCONNECTION COSTS:</b>					
366	<b>ILEC TO CLEC CONNECTION</b>					
367	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02	
368	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FVV	\$3.86	\$156.02	
369	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79	
370	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89	
371	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40	
372	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67	
373	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	
374	<b>RSM Option</b>					
375	Additional Dedicated HVAC Charge	per request	NRFCL		\$3,100.00	
376	Dedicated power Plant Floor Space	per request	S8GCQ	\$394.00		
377						
378	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: CAGED COMMON</b>					
379	<b>REAL ESTATE</b>					
380	Site Conditioning	Per Bay	S8GCL		\$92.81	
381	Safety & Security	Per Frame	S8GCN		\$195.57	
382	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87		
383	<b>COMMON SYSTEMS</b>					
384	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37	
385	<b>PLANNING</b>					
386	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24	
387	Planning	Per Request	NRFCJ		\$4,601.93	
388	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
389	Planning - Subsequent Power Cabling	Per Request	NRFCG		\$2,306.10	
390	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
391	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00	
392	<b>POWER PROVISIONING</b>					
393	<b>Power Panel:</b>					
394	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
395	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
396	<b>Power Cable and Infrastructure:</b>					
397	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84	
398	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85	
399	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44	
400	<b>Equipment Grounding:</b>					
401	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93	
402	<b>DC POWER AMPERAGE CHARGE</b>					
403	HVAC	Per 10 Amps	S8GCS	\$14.62		
404	Per Amp	Per Amp	S8GCR	\$10.61		
405	<b>FIBER CABLE PLACEMENT</b>					
406	<b>Central Office:</b>					
407	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
408	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76		
409	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>					
410	<b>MISCELLANEOUS COSTS</b>					
411	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
412	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
413	Space Availability Report	Per Premise	NRFCQ		\$168.04	
414	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
415	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
416	<b>CAGE COMMON COSTS</b>					
417	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00	
418	<b>INTERCONNECTION COSTS:</b>					
419	<b>ILEC TO CLEC CONNECTION</b>					
420	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16	
421	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16	
422	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06	
423	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48	
424	DS3 Arrangement - DCS	1 DS3	S8GDY	\$115.58	\$2,181.58	
425	DS3 Arrangement - DSX	1 DS3	S8GD2	\$7.14	\$603.89	
426	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78	



MICHIGAN BELL TELEPHONE COMPANY  
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ATT MICHIGAN/PENINSULA FIBER NETWORK, LLC  
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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
427	<b>RSM Option</b>					
428	Additional Dedicated HVAC Charge	Per Request	NRFCL		\$3,100.00	
429	Dedicated power Plant Floor Space	Per Request	S8GCQ	\$394.00		
430						
431	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: VIRTUAL</b>					
432	<b>REAL ESTATE</b>					
433	Site Conditioning	Per Frame	S8FX5		\$92.81	
434	Safety & Security	Per Frame	S8FX6		\$195.57	
435	Floor Space Usage	Per Frame	S8F62	\$28.91		
436	<b>COMMON SYSTEMS</b>					
437	Common Systems - Standard	Per Frame	S8F64	\$10.75		
438	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36		
439	<b>PLANNING</b>					
440	Planning	Per Request	NRM99		\$5,555.76	
441	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49	
442	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84	
443	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61	
444	<b>POWER PROVISIONING</b>					
445	<b>Power Cable and Infrastructure:</b>					
446	Power Cable Rack	Per Four Power Cables or Quad	NONE			
447	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52		
448	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52		
449	<b>Equipment Grounding:</b>					
450	Ground Cable Placement	Per Frame	S8F69	\$0.36		
451	<b>DC POWER AMPERAGE CHARGE</b>					
452	HVAC	Per 10 Amps	S8FXO	\$14.62		
453	Per Amp	Per Amp	S8FXN	\$10.61		
454	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27		
455	<b>FIBER CABLE PLACEMENT</b>					
456	<b>Central Office:</b>					
457	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42	
458	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17		
459	<b>CEV, HUT &amp; Cabinets:</b>					
460	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58	
461	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61		
462	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>					
463	<b>MISCELLANEOUS COSTS</b>					
464	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81	
465	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82	
466	<b>VIRTUAL FRAME OPTIONS</b>					
467	Standard Equipment Bay	Each (CLEC Provided)	NONE			
468	<b>CEV, HUT, CABINET</b>					
469	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64		
470	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77		
471	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77		
472	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33		
473	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63		
474	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19		
475	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29		
476	<b>INTERCONNECTION COSTS:</b>					
477	<b>ILEC TO CLEC CONNECTION</b>					
478	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02	
479	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02	
480	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22	
481	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13	
482	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12	
483	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42	
484	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71	
485	<b>VIRTUAL TO VIRTUAL CONNECTION</b>					
486	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90		
487	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49		
488	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35		
489	Route Design		NRLWF		\$463.36	
490	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00	
491	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00	
492	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00	
493	<b>PROJECT MANAGEMENT</b>					
494	<b>CEV, HUT &amp; CABINET</b>					
495	Project Coordination	Per CLEC Application Augment	NRFCK		\$631.17	



MICHIGAN BELL TELEPHONE COMPANY  
COLLOCATION RATE SUMMARY  
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ATT MICHIGAN/PENINSULA FIBER NETWORK, LLC  
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
496	<b>EQUIPMENT MAINTENANCE AND SECURITY ESCORT</b>					
497	<b>CENTRAL OFFICE TYPE</b>					
498	Staffed CO During Normal Business Hours	Per 1/4 Hour	<b>NRMHK</b>		\$15.15	
499	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	<b>NRMHN</b>		\$242.35	
500	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	<b>NRMJ7</b>		\$15.15	
501	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	<b>NRMJ8</b>		\$15.15	
502	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	<b>NRMJ9</b>		\$242.35	
503	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	<b>NRML7</b>		\$15.15	
504	<b>CEV, HUT &amp; CABINET</b>					
505	Per Visit	4 Hour Minium - Initial	<b>NRMJ9</b>		\$242.35	
506	Per Visit	Per 1/4 Hour - Additional	<b>NRML7</b>		\$15.15	
507	<b>ADDITIONAL LABOR ELEMENTS</b>					
508	<b>TRAINING</b>					
509	Communications Tech	Per 1/2 Hour	<b>NRMCD</b>		\$39.21	
510	CO Manager	Per 1/2 Hour	<b>NRME9</b>		\$39.45	
511	Power Engineer	Per 1/2 Hour	<b>NRMF9</b>		\$38.47	
512	Equipment Engineer	Per 1/2 Hour	<b>NRMHJ</b>		\$38.47	
513	<b>EQUIPMENT EVALUATION COST</b>					
514	Equipment Engineer	Per 1/2 Hour	<b>NRMO9</b>		\$38.47	
515	<b>TEST AND ACCEPTANCE</b>					
516	Communications Tech	Per 1/2 Hour	<b>NRMP2</b>		\$39.21	
517						
518	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: VIRTUAL</b>					
519	<b>REAL ESTATE</b>					
520	Site Conditioning	Per Frame	<b>S8FX5</b>		\$92.81	
521	Safety & Security	Per Frame	<b>S8FX6</b>		\$195.57	
522	Floor Space Usage	Per Frame	<b>S8FX1</b>	\$28.91		
523	<b>COMMON SYSTEMS</b>					
524	Common Systems - Standard	Per Frame	<b>S8FX3</b>	\$10.75		
525	Common Systems - Non-Standard	Per Frame	<b>S8FX4</b>	\$19.36		
526	<b>PLANNING</b>					
527	Planning	Per Request	<b>NRM99</b>		\$5,555.76	
528	Planning - Subsequent Inter. Cabling	Per Request	<b>NRMA3</b>		\$2,224.49	
529	Planning - Subsequent Power Cabling	Per Request	<b>NRMAA</b>		\$2,303.84	
530	Planning - Subs. Inter./Power Cabling	Per Request	<b>NRMAX</b>		\$2,882.61	
531	<b>POWER PROVISIONING</b>					
532	<b>Power Cable and Infrastructure:</b>					
533	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	<b>S8FX7</b>	\$7.74	\$1,570.84	
534	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	<b>S8FX8</b>	\$9.57	\$1,954.85	
535	<b>Equipment Grounding:</b>					
536	Ground Cable Placement	Per Frame	<b>S8FX9</b>	\$0.36		
537	<b>DC POWER AMPERAGE CHARGE</b>					
538	HVAC	Per 10 Amps	<b>S8FXO</b>	\$14.62		
539	Per Amp	Per Amp	<b>S8FXN</b>	\$10.61		
540	CEV, HUT & Cabinets	Per 2 inch mounting space	<b>S8FXP</b>	\$1.27		
541	<b>FIBER CABLE PLACEMENT</b>					
542	<b>Central Office:</b>					
543	Fiber Cable	Per Fiber Cable Sheath	<b>S8F8F</b>	\$11.01	\$1,971.42	
544	Entrance Conduit	Per Fiber Cable Sheath	<b>S8F8G</b>	\$8.17		
545	<b>CEV, HUT &amp; Cabinets:</b>					
546	Fiber Cable Placement	Per Fiber Cable Sheath	<b>S8FXQ</b>		\$53.58	
547	Entrance Conduit	Per Fiber Cable Sheath	<b>S8FXR</b>	\$2.61		
548	<b>MISCELLANEOUS &amp; OPTIONAL COST:</b>					
549	<b>MISCELLANEOUS COSTS</b>					
550	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	<b>S8FXT</b>	\$0.08	\$14.81	
551	Bits Timing	Per two circuits	<b>S8FXS</b>	\$3.58	\$698.82	
552	<b>VIRTUAL FRAME OPTIONS</b>					
553	Standard Equipment Bay	Each	<b>S8FX2</b>	\$22.19		
554	<b>CEV, HUT, CABINET</b>					
555	24 Foot CEV	2 Inch Mounting Space	<b>S8FXZ</b>	\$1.64		
556	16 Foot CEV	2 Inch Mounting Space	<b>S8FY6</b>	\$1.77		
557	Maxi-Hut	2 Inch Mounting Space	<b>S8FXX</b>	\$0.77		
558	Mini-Hut	2 Inch Mounting Space	<b>S8FXY</b>	\$1.33		
559	Large Cabinet	2 Inch Mounting Space	<b>S8FXU</b>	\$1.63		
560	Medium Cabinet	2 Inch Mounting Space	<b>S8FXV</b>	\$2.19		
561	Small Cabinet	2 Inch Mounting Space	<b>S8FXW</b>	\$3.29		

MICHIGAN BELL TELEPHONE COMPANY  
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ATT MICHIGAN/PENINSULA FIBER NETWORK, LLC  
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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
562	<b>INTERCONNECTION COSTS:</b>					
563	<b>I L E C T O C L E C C O N N E C T I O N</b>					
564	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37	
565	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37	
566	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27	
567	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69	
568	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79	
569	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10	
570	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19	
571	<b>V I R T U A L T O V I R T U A L C O N N E C T I O N</b>					
572	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90		
573	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49		
574	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35		
575	Route Design		NRML9		\$463.36	
576	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53	
577	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77	
578	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09	
579	<b>P R O J E C T M A N A G E M E N T</b>					
580	<b>C E V , H U T &amp; C A B I N E T</b>					
581	Project Coordination	Per CLEC Application Augment	NRFCK		\$631.17	
582	<b>E Q U I P M E N T M A I N T E N A N C E A N D S E C U R I T Y E S C O R T</b>					
583	<b>C E N T R A L O F F I C E T Y P E</b>					
584	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15	
585	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35	
586	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15	
587	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15	
588	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35	
589	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15	
590	<b>C E V , H U T &amp; C A B I N E T</b>					
591	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35	
592	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15	
593	<b>A D D I T I O N A L L A B O R E L E M E N T S</b>					
594	<b>T R A I N I N G</b>					
595	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21	
596	CO Manager	Per 1/2 Hour	NRME9		\$39.45	
597	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47	
598	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47	
599	<b>E Q U I P M E N T E V A L U A T I O N C O S T</b>					
600	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47	
601	<b>T E S T A N D A C C E P T A N C E</b>					
602	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21	
603	<b>C L E C - P R O V I S I O N E D F A C I L I T I E S &amp; E Q U I P M E N T : A D J A C E N T O N - S I T E</b>					
604	<b>P L A N N I N G</b>					
606	Planning - Initial	Per Request	NRFA1		\$9,268.73	
607	Planning - Subsequent	Per Request	NRFA2		\$1,606.77	
608	<b>R E A L E S T A T E</b>					
609	Land Rental	Per Square Foot	S8GEN	\$0.44		
610	<b>P O W E R P R O V I S I O N I N G</b>					
611	<b>P o w e r C a b l e a n d I n f r a s t r u c t u r e :</b>					
612	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE			
613	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE			
614	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE			
615	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE			
616	<b>A C S e r v i c e :</b>					
617	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00	
618	AC Usage	Per KWH	S8GEO	\$0.05		

MICHIGAN BELL TELEPHONE COMPANY  
COLLOCATION RATE SUMMARY  
September 30, 2004

ATT MICHIGAN/PENINSULA FIBER NETWORK, LLC  
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
619	<b>DC POWER AMPERAGE CHARGE</b>					
620	Per Amp	Per Amp	<b>S8GCR</b>	\$10.61		
621	<b>FIBER CABLE PLACEMENT</b>					
622	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	<b>S8GF4</b>	\$2.13	\$488.48	
623	Entrance Fiber Racking	Per Rack/Conduit Duct	<b>S8GDG</b>	\$1.55		
624	<b>CABLE RACK</b>					
625	DC Power Cable Rack	Per Rack	<b>S8GEP</b>	\$13.64	\$2,667.22	
626	Fiber Cable Rack	Per Rack	<b>S8GEQ</b>	\$20.63		
627	Interconnection Arrangement (Copper) Racking	Per Rack	<b>S8GER</b>	\$30.63		
628	<b>CONDUIT PLACEMENT</b>					
629	DC Power Cable Rack	Per Rack	<b>S8GES</b>		\$7,386.71	
630	Fiber Cable Rack	Per Rack	<b>S8GET</b>		\$4,711.89	
631	Interconnection Arrangement (Copper) Racking	Per Rack	<b>S8GEU</b>		\$5,545.50	
632	<b>INTERCONNECTION COSTS:</b>					
633	<b>ILEC TO CLEC CONNECTION</b>					
634	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	<b>S8F3G</b>	\$3.86	\$156.02	
635	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	<b>S8FWW</b>	\$3.86	\$156.02	
636	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	<b>S8F2L</b>	\$295.42	\$3,105.79	
637	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	<b>S8F2R</b>	\$6.07	\$486.89	
638	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	<b>S8F23</b>	\$115.30	\$1,809.40	
639	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	<b>S8F27</b>	\$5.69	\$116.67	
640	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	<b>S8F3N</b>	\$3.76	\$495.49	
641						
642	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT ON-SITE</b>					
643	<b>PLANNING</b>					
644	Planning - Initial	Per Request	<b>NRFA1</b>		\$9,268.73	
645	Planning - Subsequent	Per Request	<b>NRFA2</b>		\$1,606.77	
646	<b>REAL ESTATE</b>					
647	Land Rental	Per Square Foot	<b>S8GEN</b>	\$0.44		
648	<b>POWER PROVISIONING</b>					
649	<b>Power Cable and Infrastructure:</b>					
650	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	<b>S8GC4</b>	\$13.84	\$7,853.86	
651	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	<b>S8GC5</b>	\$13.84	\$14,584.00	
652	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	<b>S8GC6</b>	\$13.84	\$20,338.00	
653	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	<b>S8GC7</b>	\$13.84	\$28,143.00	
654	<b>AC Service:</b>					
655	Extension of 100 Amp AC Service (Opt.)	Per Request	<b>NRFCW</b>		\$6,447.00	
656	AC Usage	Per KWH	<b>S8GEO</b>	\$0.05		
657	<b>DC POWER AMPERAGE CHARGE</b>					
658	Per Amp	Per Amp	<b>S8GCR</b>	\$10.61		
659	<b>FIBER CABLE PLACEMENT</b>					
660	Fiber Installation	Per Fiber Cable Sheath	<b>S8GDF</b>	\$2.13	\$976.96	
661	Entrance Fiber Racking	Per Rack/Conduit Duct	<b>S8GDG</b>	\$1.55		
662	<b>CABLE RACK</b>					
663	DC Power Cable Rack	Per Rack	<b>S8GEP</b>	\$13.64	\$2,667.22	
664	Fiber Cable Rack	Per Rack	<b>S8GEQ</b>	\$20.63		
665	Interconnection Arrangement (Copper) Racking	Per Rack	<b>S8GER</b>	\$30.63		
666	<b>CONDUIT PLACEMENT</b>					
667	DC Power Cable Rack	Per 2-Duct	<b>S8GES</b>		\$7,386.71	
668	Fiber Cable Rack	Per 1-Duct	<b>S8GET</b>		\$4,711.89	
669	Interconnection Arrangement (Copper) Racking	Per 2-Duct	<b>S8GEU</b>		\$5,545.50	
670	<b>INTERCONNECTION COSTS:</b>					
671	<b>ILEC TO CLEC CONNECTION</b>					
672	Voice Grade Arrangement	100 Copper Pairs	<b>S8GEA</b>	\$6.19	\$1,371.93	
673	Voice Grade Arrangement	100 Shielded Pairs	<b>S8GEB</b>	\$6.19	\$1,371.93	
674	DS1 Arrangement - DCS	28 DS1	<b>S8GDN</b>	\$439.98	\$2,341.45	
675	DS1 Arrangement - DSX	28 DS1	<b>S8GDS</b>	\$35.04	\$2,341.45	
676	DS3 Arrangement - DCS	1 DS3	<b>S8GDY</b>	\$242.36	\$598.33	
677	DS3 Arrangement - DSX	1 DS3	<b>S8GD3</b>	\$12.36	\$598.33	
678	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	<b>S8GEG</b>	\$8.25	\$3,751.22	
679						

MICHIGAN BELL TELEPHONE COMPANY  
 COLLOCATION RATE SUMMARY  
 September 30, 2004

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
680	<b>CLEC-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT OFF-SITE</b>					
681	<b>PLANNING</b>					
682	Planning	Per Request	<b>NRFA3</b>		\$1,254.32	
683	<b>CONDUIT</b>					
684	Conduit Space	Per Innerduct	<b>S8GEW</b>	\$1.17		
685	<b>INTERCONNECTION COSTS:</b>					
686	<b>ILEC TO CLEC CONNECTION</b>					
687	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	<b>S8GF5</b>	\$311.43		
688	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	<b>S8GF6</b>	\$439.96		
689	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	<b>S8GF7</b>	\$35.03		
690	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	<b>S8GF8</b>	\$311.43		
691	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	<b>S8GF9</b>	\$9.02		
692						
693	<b>SBC-PROVISIONED FACILITIES &amp; EQUIPMENT: ADJACENT OFF-SITE</b>					
694	<b>PLANNING</b>					
695	Planning	Per Request	<b>NRFA3</b>		\$1,254.32	
696	<b>CONDUIT</b>					
697	Conduit Space	Per Innerduct	<b>S8GEW</b>	\$1.17		
698	<b>INTERCONNECTION COSTS:</b>					
699	<b>ILEC TO CLEC CONNECTION</b>					
700	Voice Grade/DS0 Arrangement	900 DS0	<b>S8GEC</b>	\$311.43	\$485.31	
701	DS1 Arrangement - DCS	28 DS1	<b>S8GDO</b>	\$439.96	\$1,830.99	
702	DS1 Arrangement - DSX	28 DS1	<b>S8GDT</b>	\$35.03	\$1,830.99	
703	DS1 Arrangement - MDF	450 DS1	<b>S8GDU</b>	\$311.43	\$485.31	
704	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	<b>S8GEH</b>	\$9.02	\$3,370.20	

# **AT&T Wholesale Amendment**

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

This Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan")<sup>1</sup> and Peninsula Fiber Network, LLC ("CLEC").

**WHEREAS**, AT&T Michigan and CLEC are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission ("MI-PSC" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement"); and

**WHEREAS**, AT&T Michigan and CLEC desire to amend the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

### 1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

### 2. AMENDMENT TO THE AGREEMENT

- 2.1 The Agreement is hereby amended to clarify certain aspects of the Agreement, as follows:
  - 2.1.1 Section 5.2.4 of Appendix UNE is amended to replace the heading "4-Wire Digital Loop" with "DS1 Loop".
  - 2.1.2 Section 5.2.4.1 of Appendix UNE is amended to replace the terms "4-Wire 1.544 Mbps" and "4-wire digital" with "DS1", and to add the following sentence at the end of the provision: "A DS1 Loop requires the use of a DS1 cross connect with a digital test access unit ("DTAU"); no other cross connect can be used with a DS1 Loop."
  - 2.1.3 Section 16.6.1 of Appendix UNE is amended to replace the term "4-Wire Digital" with the term "DS1".
  - 2.1.4 In the Pricing Schedule, under the heading "Unbundled Loops" and, below that, the subheading "Digital", references to "4W Digital" are replaced with the term "DS1 Loop".
  - 2.1.5 In the Pricing Schedule, under the heading "Cross Connects", (i) the word "Analog" is added after the term "4-Wire"; (ii) the word "Loop" is added after the term "DS1"; and (iii) the price of "\$16.46" is replaced with "\$6.89". For the avoidance of doubt, this new rate shall apply prospectively only, beginning on the Amendment Effective Date (as defined in Section 3.1 below), and shall in no circumstances be applied retroactively.
- 2.2 A new section is added to the General Terms and Conditions of the Agreement as follows: Notwithstanding any lesser obligation in the Agreement, AT&T Michigan and CLEC shall each absolutely forbear (and shall absolutely forbear from encouraging or supporting any party or interested person in any manner whatsoever) from seeking or bringing any proceeding related in any way to whether CLECs can order a 4-wire digital cross connect for use with a digital loop, whether AT&T Michigan

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<sup>1</sup>Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the name "AT&T Michigan"



can bundle or otherwise require the use of Digital Test Access Units ("DTAUs") with 4-wire or DS1 cross connects for use with a digital loop, whether such practice is a violation of state and/or federal law, whether AT&T Michigan is required to provision 4-wire or DS1 cross connects for DS1 loops without DTAUs, and whether AT&T Michigan must refund amounts paid by CLEC to AT&T Michigan as the result of AT&T Michigan's bundling or requiring the use of DTAUs with 4-wire or DS1 cross connects for DS1 loops (including, without limitation, by communicating with the MI-PSC or its Staff or any party, entity or interested person about initiating any such proceeding). A party, entity or interested person shall include, without limitation, any present or future entity affiliated with AT&T Michigan and CLEC, respectively. To the extent any such proceeding is for whatever reason initiated, AT&T Michigan and CLEC recognize, acknowledge and agree that any decision arising from said docket(s) (including any appeals thereof) shall not affect in any way the rate of \$6.89 in the Pricing Schedule under the heading "Cross Connects", it being specifically agreed that they will abide by the rate without regard or reference to any decision or order arising from said docket(s). The limitations set forth in this paragraph regarding the rate of \$6.89 shall not apply to an MI-PSC generic rate or cost proceeding (i.e., the proceeding applies to AT&T Michigan and all or substantially all CLECs in the State of Michigan) initiated and conducted no earlier than January 31, 2010; the resulting rates from such a proceeding shall be reflected in the Agreement pursuant to the terms and conditions thereof, and, irrespective of the MI-PSC's order in such a proceeding, shall apply no earlier than January 31, 2010.

2.2.1 Section 2.2 above shall be deemed to be automatically incorporated into and become a part of, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between AT&T Michigan and CLEC for the period indicated in Section 2.2, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights or otherwise. Any inconsistencies between Section 2.2 and other provisions of the current ICA or future interconnection agreement(s) between the parties will be governed by Section 2.2 unless expressly superseded by a future amendment between the Parties that references this Amendment and Section 2.2, and then only to the extent specified in any such future amendment.

2.3 Nothing in this Amendment expands, contracts, or otherwise affects either AT&T Michigan's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

### **3. AMENDMENT EFFECTIVE DATE**

3.1 The effective date of this Amendment shall be immediately upon approval of this Amendment by the MIPSC under Section 252(e) of the Act or, absent such MI-PSC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date").

### **4. TERM OF AMENDMENT**

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.

### **5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS**

5.1 No aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

### **6. RESERVATIONS OF RIGHTS**

6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or

proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Application of SBC Michigan for a consolidated change of law proceeding to conform 251/252 interconnection agreements to governing law pursuant to Section 252 of the Communications Act of 1934, as amended*, MI-PSC Case No. U-14305, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004).

## 7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.



IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Peninsula Fiber Network, LLC

Michigan Bell Telephone Company d/b/a AT&T Michigan by AT&T Services, Inc., its authorized agent

By: 

By: 

Name: David McCartney

Name: Patrick R. Doherty

Title: General Manager

Title: Director - Regulatory

Date: 4/19/2011

Date: APR 20, 2011

FACILITIES-BASED OCN# - 116F

ACNA: PFJ

# **AT&T Wholesale Amendment**

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

This Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan")<sup>1</sup> and Peninsula Fiber Network, LLC ("CLEC").

**WHEREAS**, AT&T Michigan and CLEC are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission ("MPSC" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement"); and

**WHEREAS**, AT&T Michigan and CLEC desire to amend the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

### 1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

### 2. TREATMENT OF PRIOR AMENDMENT TO THE AGREEMENT

- 2.1 The AMENDMENT TO INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 that was effective February 14, 2007 ceases to be effective upon the Amendment Effective Date of this Amendment.

### 3. AMENDMENT TO THE AGREEMENT

- 3.1 The Agreement and the applicable Amendments thereto are hereby amended to clarify certain aspects of the Agreement, as follows:
  - 3.1.1 Section 5.2.4.1 of Appendix UNE, Local Loops, is amended (i) to replace the term "4-Wire Digital Loop" with "DS1 Loop."
  - 3.1.2 Section 5.2.4.1 of Appendix UNE is amended to replace the term "4-Wire 1.5.44 Mbps" and 4-wire digital" with "DS1", and to add the following sentence at the end of the provision: "A DS1 Loop requires the use of a DS1 cross connect with a digital test access unit ("DTAU"); no other cross connect can be used with a DS1 Loop."
  - 3.1.3 Section 10.3.2.1 of Appendix UNE is amended (i) to add the following: "DS1 Dedicated Transport requires the use of a DS1 cross connect with a digital test access unit ("DTAU"); no other cross connect can be used with DS1 Dedicated Transport."
  - 3.1.4 Section 16.6.1 of Appendix UNE is amended to replace the term "4-Wire Digital" with the term "DS1"

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<sup>1</sup> Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the name "AT&T Michigan"

- 3.1.5 The following change is made to page 1 of 11 of Attachment A, Exhibit A Pricing Schedule, to MPSC U-13531 AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996: under the heading "Unbundled Loops" and, below that, the subheading "Digital", references to "4W Digital" are replaced with the term "DS1 Loop".
- 3.1.6 The following change is made to page 5 of 11 of Attachment A, Exhibit A Pricing Schedule, to MPSC U-13531 AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996: under the heading "Cross Connects", (i) the word "Analog" is added after the term "4-Wire"; (ii) the recurring price for "DS1"; is changed from \$16.46 to \$6.89.
- 3.1.7 The following change is made to page 8 of 11 of Attachment A, Exhibit A Pricing Schedule, to MPSC U-13531 AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996: under the heading "Enhanced Extended Loop (EEL)", the following will be added after the second sentence in the "Note: "A DS1 EEL also includes both a DS1 Loop cross-connect and DS1 Dedicated Transport cross-connect, each of which require a DTAU.
- 3.2 A new section is added to the General Terms and Conditions of the Agreement as follows: Notwithstanding any lesser obligation in the Agreement, AT&T Michigan and CLEC shall each absolutely forbear (and shall absolutely forbear from encouraging or supporting any party or interested person in any manner whatsoever) from seeking or bringing any proceeding related in any way to whether CLECs can order a 4- wire digital cross connect for use with a digital loop, whether AT&T Michigan can bundle or otherwise require the use of Digital Test Access Units ("DTAUs") with 4-wire or DS1 cross connects for use with a digital loop or DS1 cross connects for use with DS1 Dedicated Transport or DS1 cross connects for use with DS1 EELs, whether such practice is a violation of state and/or federal law, whether AT&T Michigan is required to provision 4-wire or DS1 cross connects for DS1 loops, DS1 Dedicated Transport, or DS1 EELs without DTAUs, and whether AT&T Michigan must refund amounts paid by CLEC to AT&T Michigan as the result of AT&T Michigan's bundling or requiring the use of DTAUs with 4-wire or DS1 cross connects for DS1 loops, DS1 Dedicated Transport, or DS1 EELs (including, without limitation, by communicating with the MPSC or its Staff or any party, entity or interested person about initiating any such proceeding). A party, entity or interested person shall include, without limitation, any present or future entity affiliated with AT&T Michigan and CLEC, respectively. To the extent any such proceeding is for whatever reason initiated, AT&T Michigan and CLEC recognize, acknowledge and agree that any decision arising from said docket(s) (including any appeals thereof) shall not affect in any way the rate of \$6.89 in the Pricing Schedule under the heading "Cross Connects", it being specifically agreed that they will abide by the rate without regard or reference to any decision or order arising from said docket(s). The limitations set forth in this paragraph regarding the rate of \$6.89 shall not apply to a MPSC generic rate or cost proceeding (i.e., the proceeding applies to AT&T Michigan and all or substantially all CLECs in the State of Michigan) initiated and conducted no earlier than January 31, 2010; the resulting rates from such a proceeding shall be reflected in the Agreement pursuant to the terms and conditions thereof, and, irrespective of the MPSC's order in such a proceeding, shall apply no earlier than January 31, 2010.
- 3.2.1 Section 3.2 above shall be deemed to be automatically incorporated into and become a part of, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between AT&T Michigan and CLEC for the period indicated in Section 3.2, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights or otherwise. Any inconsistencies between Section 3.2 and other provisions of the current ICA or future interconnection agreement(s) between the parties will be governed by Section 3.2 unless expressly superseded by a future amendment between the Parties that references this Amendment and Section 3.2, and then only to the extent specified in any such future amendment.

- 3.3 Nothing in this Amendment expands, contracts, or otherwise affects either AT&T Michigan's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

#### **4. AMENDMENT EFFECTIVE DATE**

- 4.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the MPSC under Section 252(e) of the Act or, absent such MPSC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date").

#### **5. TERM OF AMENDMENT**

- 5.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.

#### **6. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS**

- 6.1 No aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

#### **7. RESERVATIONS OF RIGHTS**

- 7.1 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

#### **8. MISCELLANEOUS**

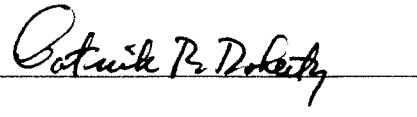
- 8.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 8.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by it's duly authorized representative.

Peninsula Fiber Network, LLC

Michigan Bell Telephone Company d/b/a AT&T Michigan by AT&T Services, Inc., its authorized agent

By: 

By: 

Name: David McCartney

Name: Patrick R. Doherty

Title: General Manager

Title: Director - Regulatory

Date: 4/19/2011

Date: APR 20, 2011

FACILITIES-BASED OCN# - 116F

ACNA: PFJ

# **AT&T Wholesale Amendment**

**AMENDMENT**

**BETWEEN**

**MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

**AND**

**PENINSULA FIBER NETWORK, LLC**





Signature: eSigned - David S. McCartney

Signature: eSigned - Kristen E. Shore

Name: eSigned - David S. McCartney  
(Print or Type)

Name: eSigned - Kristen E. Shore  
(Print or Type)

Title: General Manager  
(Print or Type)

Title: Director  
(Print or Type)

Date: 27 Sep 2013

Date: 30 Sep 2013

Peninsula Fiber Network, LLC

Michigan Bell Telephone Company d/b/a AT&T  
MICHIGAN by AT&T Services, Inc., its authorized  
agent

State	CLEC OCN
MICHIGAN	116F

Description	ACNA Code(s)
ACNA(s)	PFJ

**AMENDMENT TO THE AGREEMENT  
 BETWEEN  
 PENINSULA FIBER NETWORK, LLC  
 AND  
 MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan") and Peninsula Fiber Network, LLC ("CLEC"). AT&T Michigan and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T Michigan and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved May 10, 2011 in Michigan Public Service Commission Case No. U-16778 and as subsequently amended (the "Agreement"); and

**WHEREAS**, pursuant to General Terms and Conditions, Section 7.7, CLEC desires to extend the geographic scope of its network to include the Grand Rapids and Saginaw, Michigan LATAs.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement (including the General Terms and Conditions and all appendices) no longer applies only to the Upper Peninsula LATA, but applies to all of PFN's operations in Michigan.
2. The Parties agree to update and replace Appendix XI: Network Interconnection Methods, incorporated herein as Exhibit A.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

**EXHIBIT A**

# NETWORK INTERCONNECTION METHODS/INTERCONNECTION TRUNKING

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## 1.0 INTRODUCTION

- 1.1 This Appendix Network Interconnection Method / Interconnection Trunking sets forth terms, conditions and requirements for Network Interconnection Methods and Interconnection Trunking between AT&T-MICHIGAN and PFN's networks. For the purposes of this Appendix, "facilities" are the physical paths by which traffic is carried between the Parties' networks. "Trunking" requirements are the capacity needs related to the number of ports in a switch to support the amount of traffic being handed off between the networks.
- 1.1.1 This Appendix describes the Network Interconnection Methods (NIM) provided by AT&T-MICHIGAN including, 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.
- 1.1.2 This Appendix describes the trunking requirements of PFN and AT&T-MICHIGAN. Any references to incoming and outgoing trunk groups are from the perspective of PFN. Described herein are the required and optional trunk groups for Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, IXC carried Meet Point Traffic, Third Party Traffic, Mass Calling, E911, Operator Services and Directory Assistance Traffic. Requirements associated with Out of Exchange Traffic are also included.

## 2.0 DEFINITIONS

- 2.1 "Access Tandem Switch" is a switching machine within the Public Switched Telecommunications Network (PSTN) that is used to connect and switch trunk circuits between and among End Office Switches for IXC carried traffic and IntraLATA Toll Traffic as designed and used in some regions as well as switching Section 251(b)(5) Traffic Non-toll VoIP-PSTN Traffic, and ISP-Bound Traffic as designed and used in some regions.
- 2.2 "Access Usage Record (AUR)" is 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 IXCs.
- 2.3 "Assembly and Editing" means 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.
- 2.4 "Billing Company" is the company that bills End Users for the charges incurred in transported calls.
- 2.5 "Billable Message" is a message Record containing details of a completed transported call which is used to bill an End User.
- 2.6 "Charge Number" means the CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling Party.
- 2.7 "Data Transmission" is the forwarding of Billable Message detail and/or AUR detail in EMI format over a mutually agreed upon medium to the appropriate Billing Company.
- 2.8 "Entrance Facilities" are the transmission facilities (typically wires or cables) that connect PFN's network with AT&T-MICHIGAN's network for the mutual exchange of traffic. These Entrance Facilities connect PFN's network from PFN's Switch or point of presence ("POP") within the LATA to the AT&T-MICHIGAN Serving Wire Center of such Switch or POP for the transmission of telephone exchange service and/or exchange access service.
- 2.9 "Fiber Meet Point", operating at a mutually agreeable transport technology, is a method of interconnection utilizing fiber at a technically feasible and mutually agreed physical meet point. It also represents the point at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- 2.10 "Interexchange Carrier (IXC) Transported" are Telecommunications Services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.11 "IntraLATA Toll Trunk Group" is a trunk group carrying only non-IXC carried IntraLATA Toll Traffic.
- 2.12 "ISP-Bound Traffic" is as defined in Appendix XVIII Reciprocal Compensation.

- 2.13 "Local Calling Area" is as defined by the originating carrier's tariff for Basic Local Exchange Service. In the event the originating carrier does not have a tariff for Basic Local Exchange Service, the "Local Calling Area" will be as defined in AT&T MICHIGAN's tariff or guidebook for Basic Local Exchange Service.
- 2.14 "Local/Access Tandem Switch" is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among other Central Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.
- 2.15 Local Interconnection Trunk Groups" are trunks used to carry Section 251(b)(5)/IntraLATA Toll Traffic between PFN End Users and AT&T-MICHIGAN End Users. Local Interconnection Trunk Groups are established according to Telcordia Technical Reference GR 317-CORE.
- 2.15.1 They are established and used as two-way trunk groups in AT&T-MICHIGAN.
- 2.16 "Local/IntraLATA Tandem Switch" is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.17 "Local Only Tandem Switch" is a switching machine within the PSTN 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.
- 2.18 "Local Only Trunk Groups" are trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.
- 2.19 "Local Tandem" is any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.
- 2.20 "Meet Point Trunk Group" is a trunk group which carries traffic between the PFN's End Users and IXCs via AT&T-MICHIGAN Access or Local/Access Tandem Switches.
- 2.21 "Message Processing" is 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 AURs 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 IXCs. Message Processing includes performing CMDS online edits required to ensure message detail and AURs are consistent with CMDS specifications.
- 2.22 "Network Interconnection Methods (NIMs)" mean, but are not limited to, Physical Collocation, Virtual Collocation, Fiber Meet Point; and other technically feasible methods of obtaining Interconnection which is incorporated into the Interconnection Agreement by amendment. One or more of these methods must be used to effect the Interconnection pursuant to Section 251(c)(2) of the Act.
- 2.23 "Non-toll VoIP-PSTN Traffic" is a subset of VoIP-PSTN Traffic as further defined in Section 2.33 below.
- 2.24 "Offers Service" is when PFN opens an NPA-NXX, ports a PFN number to serve an End User or pools a block of numbers to serve End Users.
- 2.25 "Out of Exchange LEC (OE-LEC)", for purposes of this Appendix only, means PFN when it is operating within AT&T-MICHIGAN's incumbent local Exchange Area and also providing Telecommunications Services in another ILEC's incumbent local Exchange Area in the same LATA unless traffic is associated with Commission ordered InterLATA local calling, or as otherwise required by law.
- 2.26 "Out of Exchange Traffic" for purposes of this Appendix only, is Section 251(b)(5) Traffic, Non-toll VoIP-PSTN 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:
- 2.26.1 Originates from an OE-LEC End User located in another ILEC's incumbent local Exchange Area and terminates to an AT&T-MICHIGAN End User located in an AT&T-MICHIGAN local Exchange Area; or
- 2.26.2 Originates from an AT&T-MICHIGAN End User located in an AT&T-MICHIGAN local Exchange Area and terminates to an OE-LEC End User located in another ILEC's incumbent local Exchange Area.
- 2.27 "Point of Interconnection (POI)" is a point on the AT&T-MICHIGAN network (End Office or Tandem building) 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 physically and financially responsible to provide.

- 2.28 "Provision of Message Detail" is the sorting of all Billable Message detail and AUR 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 PFN for those Records created internally or received from other Local Exchange Carrier Companies or IXC's through AT&T-MICHIGAN's internal network or national CMDS.
- 2.29 "Record" means the logical grouping of information as described in the programs that process information and create the data files.
- 2.30 "Recording" is the creation and storage on a mutually agreed upon medium of the basic billing details of a message in AMA format converted to EMI layout.
- 2.31 "Recording Company" is the company that performs the functions of Recording and Message Processing of IXC transported messages and the Provision of Message Detail.
- 2.32 "Section 251(b)(5) Traffic" is Telecommunications traffic as defined in Section 6.2 below.
- 2.33 "Section 251(b)(5)/IntraLATA Toll Traffic" for purposes of this Appendix means, (i) Section 251(b)(5) Traffic and/or (ii) ISP-Bound Traffic and/or (iii) IntraLATA Toll Traffic originating from an End User obtaining local dial tone from either Party where that Party is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.
- 2.34 "VoIP-PSTN or "PSTN-VoIP Traffic" is traffic exchanged between the Parties that either originates in IP-format and terminates to the PSTN or originates on the PSTN and terminates in IP-format.
- 2.35 "Wholesale Local Switching Traffic" for the purposes of this Appendix, means call usage:
- 2.35.1 originating from a PFN End User over local circuit Switching purchased by PFN from AT&T-MICHIGAN on a wholesale basis and terminating to an AT&T-MICHIGAN End User in the same ILEC Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff or other mandatory local calling area;
- 2.35.2 originating from an AT&T-MICHIGAN End User and terminating over local switching purchased by PFN from AT&T-MICHIGAN on a wholesale basis to a PFN End User in the same ILEC Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff or other mandatory local calling area.

### 3.0 NETWORK INTERCONNECTION METHODS

- 3.1 The Interconnection provided herein may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 3.2 Upon request by PFN, AT&T-MICHIGAN shall provide interconnection for the facilities and equipment of PFN with AT&T-MICHIGAN's network for the transmission and routing of Telephone Exchange Service and Exchange Access at any Technically Feasible point within AT&T-MICHIGAN's network. The interconnection must be at least equal in quality to that provided by AT&T-MICHIGAN to itself or to any subsidiary, Affiliate, or any Third Party to which AT&T-MICHIGAN provides Interconnection. AT&T-MICHIGAN shall provide Interconnection on rates, terms and conditions of this Agreement and the requirements of the Act.
- 3.3 Network Interconnection Architecture Plan:
- 3.3.1 AT&T-MICHIGAN's network is partly comprised of End Office Switches, Local Only Tandem Switches, Local/IntraLATA Tandem Switches, Local/Access Tandem Switches and Access Tandem Switches. AT&T-MICHIGAN'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 PFN's switch(es) and AT&T-MICHIGAN's End Office Switch(es) and/or Tandem Switch(es) to be interconnected, the facilities that will connect the two (2) 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.
- 3.3.2 The Parties may utilize any method of Interconnection described in this Appendix. Unless otherwise specified in this Appendix, each Party is financially responsible for the provisioning of facilities on its side of the negotiated POI(s). Each Party is responsible for the appropriate sizing, operation and maintenance of



the transport facility to its side of the POI(s). The Parties agree to provide sufficient facilities for the trunk groups required in Section 4.0 below for the exchange of traffic between PFN and AT&T-MICHIGAN.

3.3.2.1 For each NXX code used by either Party, the Party that owns the NXX (or pooled code block) must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide Foreign Exchange (FX) service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its Foreign Exchange service customers and such code's geographic area.

### 3.3.3 Types of Points of Interconnection:

3.3.3.1 A "Tandem Serving Area (TSA)" is an AT&T-MICHIGAN area defined by the sum of all local calling areas served by AT&T-MICHIGAN End Offices that subtend an AT&T-MICHIGAN Tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

3.3.3.2 The Parties will interconnect their network facilities at a minimum of one PFN designated POI within AT&T-MICHIGAN's network in the LATA where PFN Offers Service.

3.3.3.3 A "Single POI" is a single point of Interconnection within a LATA on AT&T-MICHIGAN's network that is established to interconnect AT&T-MICHIGAN's network and PFN's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

3.3.3.4 The Parties agree that PFN has the right to choose a Single POI or multiple POIs.

3.3.3.5 When PFN has established a Single POI (or multiple POIs) in a LATA, PFN agrees to establish an additional POI:

3.3.3.5.1 at an AT&T-MICHIGAN TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T-MICHIGAN TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or

3.3.3.5.2 at an AT&T-MICHIGAN End Office in a local calling area not served by an AT&T-MICHIGAN 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.

3.3.3.6 The additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met.

3.3.4 A Party seeking to change the physical architecture plan shall provide thirty (30) calendar days advance written Notice of such intent. After Notice is served, the normal project planning process as described in Section 3.0 above will be followed for all physical architecture plan changes.

3.3.5 PFN is solely responsible, including financially, for the facilities that carry Operator Services/Directory Assistance ("OS/DA"), E911, Mass Calling, Third Party and Meet Point Trunk Groups.

### 3.3.6 Technical Interfaces:

3.3.6.1 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 Substitution with Extended Superframe (B8ZS ESF) format framing or any mutually agreeable line coding and framing.

## 3.4 Methods of Interconnection:

3.4.1 Physical and Virtual Collocation Amendment – Add Collocation Appendices describes the terms and conditions for Interconnection via Collocation.

3.4.2 Leased Entrance Facilities:

- 3.4.2.1 When PFN does not elect to collocate transport terminating equipment at an **AT&T-MICHIGAN** Tandem or End Office, PFN may self provision facilities, deploy third party interconnection facilities, or lease existing Entrance Facilities from **AT&T-MICHIGAN**.
- 3.4.2.2 **AT&T-MICHIGAN** shall provide PFN existing Entrance Facilities when used solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act, i.e., for the transmission and routing of telephone exchange service and/or exchange access service, at the rates set forth in the Pricing Sheets. An Entrance Facility is existing if, at the time of PFN's request, the facility is present in **AT&T-MICHIGAN**'s network and available for use as an Entrance Facility and no special construction is required.
- 3.4.2.3 PFN may not purchase Entrance Facilities pursuant to this Agreement for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between PFN's customer and PFN's switch, or to carry traffic to and from its own end users), or (iii) 911, OS/DA, High Volume Call In ("HVCI"), Third Party and Meet Point Trunk Groups.
- 3.4.2.4 PFN must submit Access Service Requests ("ASRs") to **AT&T-MICHIGAN** to perform conversions for reclassifications of the wholesale service or group of wholesale services to an Entrance Facility purchased pursuant to this Agreement and at the rates referenced in the Pricing Sheets. **AT&T-MICHIGAN** will follow project guidelines as described in Section 4.7.
- 3.4.2.5 Entrance Facility Audits:
- 3.4.2.5.1 **AT&T-MICHIGAN** may audit PFN's compliance with the use of Entrance Facilities for Interconnection purposes by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis (consecutive 12 month period following the commencement of an audit), PFN's compliance with the conditions set forth in Sections 3.3.2.1–3.3.2.4 above ("Entrance Facility Requirements").
- 3.4.2.5.2 **AT&T-MICHIGAN** will send such Audit Notice to PFN no less than thirty (30) calendar days prior to the date upon which **AT&T-MICHIGAN** seeks to commence an audit and shall identify the independent auditor.
- 3.4.2.5.3 The independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding PFN's compliance with the Entrance Facility Requirements.
- 3.4.2.5.4 The independent auditor's report will conclude whether PFN complied in all material respects with the Entrance Facility Requirements. **AT&T-MICHIGAN** shall provide PFN with a copy of the independent auditor's report within ten (10) business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed.
- 3.4.2.5.5 If the auditor's report concludes that PFN failed to comply with the Entrance Facility Requirements, PFN must:
- 3.4.2.5.5.1 submit orders to **AT&T-MICHIGAN** to either convert all noncompliant Entrance Facilities to the equivalent or substantially similar wholesale service or disconnect non-compliant facilities within 45 days of the date PFN receives a copy of the auditor's report;
- 3.4.2.5.5.2 remit payment in accordance with the payment provisions of the Agreement for true-up charges assessed by **AT&T-MICHIGAN** for the difference between the amount billed by **AT&T-MICHIGAN** and the amount that **AT&T-MICHIGAN** would have billed had PFN purchased the Entrance Facilities from the applicable **AT&T-MICHIGAN** tariff at

month-to-month rates plus late payment charges from the date that the noncompliance of the Entrance Facility Requirements, in whole or in part, began. **AT&T-MICHIGAN** reserves its rights to make the effective bill date for conversions 45 days after PFN's receipt of a copy of the auditor's report;

- 3.4.2.5.5.3 reimburse **AT&T-MICHIGAN** for 100% of the cost of the independent auditor if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated. If the number of circuits found to be non-compliant is less than 10%, PFN will reimburse **AT&T-MICHIGAN** in an amount that is in direct proportion to the number of circuits found to be non-compliant;
- 3.4.2.5.6 With respect to any noncompliant Entrance Facility for which PFN fails to submit a conversion or disconnect order or dispute the auditor's finding to the Commission within such 45-day time period, **AT&T-MICHIGAN** may initiate and effect such a conversion. **AT&T-MICHIGAN** will take reasonable steps to avoid disruption to PFN's customers' service or degradation in service quality in the case of conversion. **AT&T-MICHIGAN** reserves its rights to make the effective bill date for conversions 45 days after PFN's receipt of a copy of the auditor's report. In no event shall rates set under Section 252(d)(1) apply for the use of any Entrance Facility for any period in which the Entrance Facility does not meet the Entrance Facility Requirements.
- 3.4.2.5.7 If PFN disagrees as to the findings or conclusions of the auditor's report, PFN shall provide Notice requesting dispute resolution to **AT&T-MICHIGAN**. Such dispute resolution discussions shall be completed with fourteen (14) days. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. At the conclusion of this fourteen (14) day period, PFN may file a complaint at the Commission.
- 3.4.2.5.8 If PFN initiates a proceeding at the Commission, PFN may elect to pay into an escrow account the true up amount, and on a monthly basis prospectively the difference between the rates set forth in the Agreement and the month-to-month rates in the applicable **AT&T-MICHIGAN** tariff in lieu of AT&T converting the Entrance Facilities identified in PFN's dispute resolution before the Commission pending resolution. If the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to **AT&T-MICHIGAN** and **AT&T-MICHIGAN** shall retain any disputed amounts already paid by PFN in addition to late payment charges.
- 3.4.3 Fiber Meet Point:
- 3.4.3.1 Fiber Meet Point between **AT&T-MICHIGAN** and PFN can occur at any mutually agreeable and technically feasible point at an **AT&T-MICHIGAN** Tandem or End Office building within each LATA, or on an existing **AT&T-MICHIGAN** fiber route (pending capacity availability). No construction work will be required of **AT&T-MICHIGAN** to reach a Fiber Meet Point. Fiber Meet Point can be inside a **AT&T-MICHIGAN** manhole or in any other mutually acceptable point within **AT&T-MICHIGAN**'s territory. Fiber Meet is to be glass to glass. Both Parties must agree to use the same type of transmission system.
- 3.4.3.2 When the Parties agree to Interconnect their networks pursuant to the Fiber Meet Point, Local Interconnection Trunk Groups, as well as trunk groups for the exchange of jointly provided switched access and/or special access services may be provisioned over this jointly provided facility. When ancillary services are provisioned over this jointly provided facility, CLEC is solely responsible for all facilities, which would be ordered subject to AT&T Michigan's state or federal Access Tariff.

- 3.4.3.3 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.
- 3.4.3.4 Requirements for Interconnection specifications will be defined in joint engineering planning sessions between the Parties.
- 3.4.3.5 In addition to the semi-annual trunk forecast process, discussed in Section 12.0 below, 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 to accommodate the verified and agreed upon trunk forecast for the Local Interconnection Trunk Group(s).
- 3.4.3.6 The Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 3.4.3.7 PFN will provide fiber cable to the last entrance (or AT&T-MICHIGAN designated) manhole at the AT&T-MICHIGAN Tandem or End Office building. AT&T-MICHIGAN shall make all necessary preparations in the manhole to receive and to allow and enable PFN to deliver fiber optic facilities into that manhole. PFN will provide a sufficient length of fiber cable for AT&T-MICHIGAN to pull through to the AT&T-MICHIGAN cable vault. PFN shall deliver and maintain such strands at its own expense up to the POI. AT&T shall take the fiber from the manhole and terminate it inside AT&T-MICHIGAN's Tandem or End Office building at the cable vault at AT&T-MICHIGAN's expense. In this case, the POI shall be at the AT&T-MICHIGAN designated manhole location. Each Party shall provide its own source for the synchronized timing of its FOT equipment.
- 3.4.3.8 PFN and AT&T-MICHIGAN 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 12.0 below of this document.
- 3.4.3.9 Electrical handoffs for Fiber Meet Point will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-MICHIGAN will provide any multiplexing required for DS1 facilities or trunking at its end and PFN will provide any DS1 multiplexing required for facilities or trunking at its end.

### 3.5 Responsibilities of the Parties:

- 3.5.1 For each local Interconnection within an AT&T-MICHIGAN area, PFN shall provide written notice to AT&T-MICHIGAN of the need to establish Interconnection in each LATA. PFN shall provide all applicable network information on forms acceptable to AT&T-MICHIGAN (as set forth in AT&T-MICHIGAN's CLEC Handbook, published on the AT&T CLEC Online website).
- 3.5.2 Upon receipt of PFN's Notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 3.2.1 above. 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.
- 3.5.3 Either Party may add or remove switches. The Parties shall provide one hundred and twenty (120) calendar days written Notice to establish such Interconnection; and the terms and conditions of this Appendix will apply to such Interconnection.
- 3.5.4 The Parties recognize that a facility handoff point must be agreed upon to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI.

### 3.6 Other Interconnection Methods

3.6.1 Any other technically feasible Method of Interconnection as mutually agreed to by the Parties

## 4.0 **INTERCONNECTION TRUNKING AND TRUNKING ARRANGEMENTS**

### 4.1 Provisioning and Administration of Trunk Groups:

4.1.1 PFN shall issue ASRs for two-way trunk groups and for one-way trunk groups originating at PFN's switch. **AT&T-MICHIGAN** shall issue ASRs for one-way trunk groups originating at the **AT&T-MICHIGAN** switch.

4.1.2 Trunk groups for ancillary services (e.g., OS/DA, BLVI, High Volume Call In and E911) and Meet Point or Third Party (as appropriate) Trunk Groups can be established between PFN's switch and the appropriate **AT&T-MICHIGAN** Tandem Switch as further provided in this Section 4.0.

#### 4.1.3 Signaling Protocol:

4.1.3.1 SS7 Signaling is **AT&T-MICHIGAN**'s preferred method for signaling. Where MF signaling is currently used, the Parties agree to use their best efforts to convert to SS7. If SS7 services are provided by **AT&T-MICHIGAN**, they will be provided in accordance with the provisions of the applicable access tariffs.

4.1.3.2 Where MF signaling is currently used, the Parties agree to interconnect their networks using MF or dual tone MF (DTMF) signaling, subject to availability at the End Office Switch or Tandem Switch at which Interconnection occurs. The Parties acknowledge that the use of MF signaling may not be optimal. **AT&T-MICHIGAN** will not be responsible for correcting any undesirable characteristics, service problems or performance problems that are associated with MF/SS7 inter-working or the signaling protocol required for Interconnection with PFN employing MF signaling.

4.1.4 The number of digits to be exchanged by the Parties shall be ten (10) unless otherwise mutually agreed.

4.1.5 Where available, a trunk group utilization report (TIKI) may be accessed from the AT&T CLEC Online website. The report is provided in an MS-Excel format.

### 4.2 Embedded Base-One-Way trunks:

4.2.1 **AT&T-MICHIGAN** acknowledges that PFN may have an embedded base of one-way trunks ordered and installed prior to the Effective Date of this Agreement that were used for termination of PFN's Section 251(b)(5)/IntraLATA Toll Traffic to **AT&T-MICHIGAN** (Embedded Base). To the extent that PFN has such an Embedded Base, PFN shall only augment trunk groups in the Embedded Base with the mutual agreement of the Parties. Other than for ancillary services as set forth in Section 4.1.1, PFN shall not order any new one-way trunk groups following the Effective Date of this Agreement. Moreover, the Parties agree that the Embedded Base will be converted to two-way trunk groups under the following circumstances:

4.2.1.1 With reasonable notification from **AT&T-MICHIGAN** and upon **AT&T-MICHIGAN**'s request, PFN shall convert all of its Embedded Base to two-way trunks.

4.2.1.2 At any time an Embedded Base trunk group (either originating or terminating) requires augmentation, **AT&T-MICHIGAN** can require the associated originating and terminating trunks to be converted to a single two-way trunk group prior to the augmentation.

4.2.1.3 When any network changes are to be performed on a project basis (i.e., central office conversions, tandem re-homes, etc.), upon request and reasonable notice by **AT&T-MICHIGAN**, PFN will convert all of its Embedded Base affected by the project within the intervals and due dates required by the project parameters.

4.2.1.4 In addition to the foregoing, PFN may choose, at any time, to convert its Embedded Base to two-way trunk groups.

4.2.1.5 The Parties will coordinate any trunk group migration, trunk group prioritization and implementation schedule. AT&T-MICHIGAN agrees to develop a cutover plan within thirty (30) days of notification to PFN of the need to convert pursuant to Section 4.2.1.1 above and Section 4.2.1.3 above.

#### 4.3 Establishment of Local Only and Local Interconnection Trunk Groups Per Region:

4.3.1 When PFN Offers Service in a LATA, the following trunk groups described in this Section 4.3 shall be used to transport traffic between PFN End Users and AT&T-MICHIGAN End Users.

4.3.1.1 Each Party shall deliver to the other Party over the Local Only Trunk Group(s) only such traffic that originates and terminates in the same Local Calling Area.

4.3.2 Local Only and/or Local Interconnection Trunk Group(s) in each LATA: AT&T-MICHIGAN.

##### 4.3.2.1 Tandem Trunking:

4.3.2.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all AT&T-MICHIGAN Local Only Tandems in the LATA for calls destined to or from all AT&T-MICHIGAN End Offices that subtend the designated Tandem. These trunk groups shall be two-way and will utilize SS7 signaling.

4.3.2.1.2 All Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on two-way Local Interconnection Trunk Groups using SS7 signaling. These trunk groups shall be established at all Local/IntraLATA and Local/Access Tandem switches in AT&T-MICHIGAN, for calls destined to or from End Offices that subtend each Tandem.

4.3.2.1.3 A Local Interconnection Trunk Group shall be established from PFN's switch to each AT&T-MICHIGAN End Office in any LATA where the AT&T-MICHIGAN End Office does not subtend an AT&T-MICHIGAN Local Tandem. This trunk group shall be established as a direct final.

##### 4.3.3 Direct End Office Trunking:

4.3.3.1 DEOTs transport Section 251(b)(5)/IntraLATA Toll Traffic between PFN's switch and an AT&T-MICHIGAN End Office and are not switched at a Tandem location. When actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks PFN shall establish a two-way DEOT in AT&T-MICHIGAN

4.3.3.2 Once such trunks are provisioned, traffic from PFN to AT&T-MICHIGAN must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate AT&T-MICHIGAN Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic. If an AT&T-MICHIGAN End Office does not subtend an AT&T-MICHIGAN Tandem that switches Section 251(b)(5)/IntraLATA Toll Traffic, a direct final DEOT will be established by PFN and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.

4.3.3.3 All traffic exchanged between the Parties on the DEOT 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, both Parties shall establish the DEOT at the host switch.

- 4.3.4 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either party's Switch in accordance with the serving arrangements defined in this Agreement and the LERG.
- 4.3.5 If the Parties are able to reach a negotiated agreement regarding the establishment of new POIs or a change in existing POIs, that agreement shall be filed with the MPSC for approval as an amendment to this interconnection agreement. If after following the Dispute Resolution of the Agreement, the Parties are unable to reach a negotiated agreement regarding the establishment of new POIs or the parameters for changing existing POIs, the Parties may file a petition with the MPSC to arbitrate the issue and include the MPSC's determinations as an amendment to this Interconnection Agreement.
- 4.3.6 The Parties shall comply with established MECAB and MECOD standards for jointly provided IXC switched and special access services.

## 5.0 MEET POINT TRUNKING ARRANGEMENTS:

- 5.1 IXC-carried intraLATA and interLATA toll traffic shall be transported between PFN's Central Office and AT&T MICHIGAN's Access Tandem over a Meet Point Trunk Group separate from Local Interconnection Trunk Groups that carry Section 251(b)(5)/IntraLATA Traffic. Meet Point trunk groups will utilize SS7 signaling, except Multi-Frequency ("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.
- 5.2 Meet Point Trunk Groups will be established between PFN's Switch and AT&T MICHIGAN Access or combined Local Access Tandem to transport InterLATA traffic separate from Section 251 (b)(5)/IntraLATA Traffic. The Parties will establish separate trunk groups to each AT&T MICHIGAN Access Tandem under which PFN's NXXs home using DS-1 or DS-3 facilities separate from those used for Local Interconnection Trunk Group.
- 5.3 When AT&T-MICHIGAN has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, PFN shall establish a Meet Point Trunk Group to every AT&T-MICHIGAN Access or Local/Access Tandem Switch where PFN has homed its NXX code(s) or is the code holder of a pooled code block.
- 5.4 AT&T MICHIGAN will not block switched access customer traffic delivered to the AT&T MICHIGAN Tandem for completion on PFN's network. In no event will AT&T MICHIGAN be required to route such traffic through more than one Tandem for connection to/from switched access customers. AT&T MICHIGAN shall have no responsibility to ensure that any switched access customer will accept traffic that PFN directs to the switched access customer. AT&T MICHIGAN also agrees to furnish PFN, upon request, a list of those IXCs which also interconnect with AT&T MICHIGAN's Access Tandem(s)
- 5.5 PFN shall provide all SS7 signaling information including, without limitation, charge number and originating line information (OLI). For terminating FGD, AT&T-MICHIGAN will pass all SS7 signaling information including, without limitation, Calling Party Number (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 PFN wherever such information is needed for call routing or billing. The Parties will follow all Ordering and Billing Forum (OBF) adopted standards pertaining to TNS and CIC/OZZ codes..
- 5.6 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).
- 5.7 Toll Free Trunking Arrangements:
- 5.7.1 . If PFN chooses AT&T MICHIGAN to handle 800/(8YY) database queries from its switches, all PFN originating 800/(8YY) traffic will be routed over the InterLATA Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and PFN 800/(8YY) service that will be identified and segregated by carrier through the database query handled through AT&T MICHIGAN Tandem switch.
- 5.7.2 PFN may handle its own 800/8YY database queries from its switch. If so, PFN 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, PFN will route the post-query local or IntraLATA converted ten-digit local number to **AT&T MICHIGAN** over the Local Interconnection Trunk Group. In such case, PFN is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, PFN will route the post-query InterLATA call (800/8YY number) directly from its switch for carriers interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to **AT&T MICHIGAN**'s Access Tandem. Calls will be routed to **AT&T MICHIGAN** over the Local Interconnection and Meet Point Trunk Groups within the LATA in which the calls originate.

- 5.7.3 All post queried **AT&T MICHIGAN** carried IntraLATA Toll Free Service calls must be delivered over a Local Interconnection Trunk Group. Current technology dictates that post queried **AT&T MICHIGAN** carried IntraLATA Toll Free Service calls will be identified with the appropriate Carrier Code and the local POTS number. In such case, PFN is to provide a Toll Free billing record when appropriate.
- 5.7.4 In the alternative, all originating Toll Free Service calls for which PFN requests that **AT&T MICHIGAN** perform the "SSP" function, with the exception of **AT&T MICHIGAN** carried IntraLATA Toll Free Service calls, must be delivered over a Meet Point Trunk Group. PFN will send the unqueried call over the Meet Point Trunk Group with the "CIC" for **AT&T MICHIGAN** to perform query and hand off to appropriate 800 service provider.
- 5.7.5 All post queried **AT&T MICHIGAN** carried IntraLATA Toll Free Service calls for which PFN requests that **AT&T MICHIGAN** perform the "SSP" function must be delivered over a Local Interconnection Trunk Group. All post-query Toll Free Service (800/8YY) calls for which PFN performs the SSP function, if delivered to **AT&T MICHIGAN**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by PFN using GR-317 format over the Local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

## 6.0 **911 TRUNKING ARRANGEMENTS**

- 6.1 Upon request, **AT&T MICHIGAN** will provide nondiscriminatory access to its 911/E911 Selective Routers (SR) and Database Management System (DBMS), equal in quality to that provided to itself, in facilitating the provisioning of service to PFN. **AT&T MICHIGAN** will coordinate with PFN, provision of transport capacity sufficient to route originating 911 calls from PFN's POI to the designated selective router. The Parties agree to provide access to 911/E911 in a manner that is transparent to the Customer. The Parties will work together to facilitate the prompt, reliable, and efficient Interconnection of PFN's systems to **AT&T MICHIGAN**'s 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which **AT&T MICHIGAN** provides to itself, its Customers, subsidiaries, Affiliates or any third-party.
- 6.2 PFN, shall establish dedicated one-way outgoing trunk groups, each with a minimum of two trunks and having sufficient capacity to meet a minimum P.01 grade of service at all times. AT&T MICHIGAN will cooperate in good faith in the establishment of the trunk groups. PFN will route originating 911 calls from PFN's Central Office to each **AT&T MICHIGAN** 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which PFN provides Exchange Service, to gain access to all subtending PSAPs to that particular selective router. If and to the extent MF signaling is used to support 911 service, a separate trunk group must be established for each NPA of the Exchange area based on the default PSAP or ESN. PFN may establish such Interconnection by providing its own facilities/trunks, or by leasing such facilities/trunks from a third party. 911/E911 trunking shall be provided at the rates provided are found in the Pricing Appendix.
- 6.2.1 TRUNKING EXCEPTION - Anything to the contrary in section 6.2, the Parties agree that PFN shall not be required to establish 911 trunking or interconnection to **AT&T MICHIGAN**'s 911 Selective Routers in rate centers where PFN does not originate local (dial tone) traffic for its end user customers ("Non-Dial Tone Rate Centers"). PFN shall identify such Non-Dial Tone Rate Centers when completing the "PFN to AT&T Network Information Sheet" ("NIS") and **AT&T MICHIGAN** specifically agrees that no other notification shall be required of PFN. PFN shall not be required to provide 911 services for those Non-Dial Tone Rate Centers designated by PFN on a NIS. PFN agrees that it will not originate dial tone service for its customers in such Non-Dial Tone Rate Centers until 911 connectivity has been established pursuant to the



requirements of this Agreement and Applicable Law. PFN acknowledges that, if PFN wishes to begin offering originating dial tone service in a Non-Dial Tone Rate Center, the establishment of 911 connectivity for these existing rate centers shall be subject to the same intervals for establishing 911 connectivity that are applicable to new rate centers. When PFN designates a rate center as a Non-Dial Tone Rate Center, PFN agrees to indemnify AT&T MICHIGAN's, in accordance with the requirements of the General Terms, for any 911 claims made by PFN's customers in that Non-Dial Tone Rate Center arising from PFN's decision not to interconnect with AT&T MICHIGAN's 911 Selective Routers in that Non-Dial Tone Rate Center.

- 6.3 AT&T MICHIGAN shall assure sufficient capacity at the 911 selective router to meet PFN's order for 911 trunking in a minimum of twenty (20) business days after receipt of an error free request. When AT&T MICHIGAN requires a longer implementation timeframe, AT&T MICHIGAN will notify PFN within five (5) business days after receipt of the request of the available timeframe for completion of the 911 trunk request. PFN may purchase diverse paths out of the applicable State Access Tariff, but AT&T MICHIGAN is not responsible to provide diversity for PFN to the 911 selective router. Following completion, PFN and AT&T MICHIGAN will cooperate to promptly test all transport facilities and trunking between PFN's network and the AT&T MICHIGAN Selective Router to assure proper functioning of the 911 service. PFN will not turn-up line 911 traffic until successful call through testing is completed by both parties.
- 6.4 AT&T MICHIGAN shall provide access to the following information for PFN, and shall promptly notify PFN via current company notification methods of any changes:
- 6.4.1 AT&T MICHIGAN processes and requirements for ordering trunks for 911 service and Interconnection to the 911 selective router.
  - 6.4.2 Trunk group specifications
  - 6.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.
  - 6.4.4 Description of AT&T MICHIGAN's diversity for facility routing, where technically feasible.
  - 6.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.
  - 6.4.6 For AT&T MICHIGAN only, the AT&T MICHIGAN Trunk Group Design Guide ("TGDG") will be provided to PFN via the AT&T CLEC On-Line system. The TGDG will provide specific information on AT&T MICHIGAN selective routers for each rate center served by an AT&T 911 Selective Router to assist PFN in designing its 911 trunk groups.
  - 6.4.7 Lists of rate centers in which DBMS and/or selective routing for E911 calls is provided by different entities for different portions of the same rate center. This information may be incorporated into the AT&T MICHIGAN TGDG.
- 6.5 PFN will monitor the 911 trunks for the purpose of determining originating network traffic volumes. PFN will order additional 911 trunks from AT&T MICHIGAN if the traffic monitoring performed by PFN indicates that additional trunks are required to meet the current level of 911 call volumes while maintaining a P.01 grade of service.
- 6.6 Incoming trunks for 911 shall be engineered to assure a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria.
- 6.7 Intentionally Omitted
- 6.8 Intentionally Omitted
- 6.9 PFN will be responsible for determining the proper quantity of trunks following the process stated in Section 10.2 and facilities from its switch(es) to the AT&T MICHIGAN 911 selective router Office(s).
- 6.10 Intentionally Omitted
- 6.11 Intentionally Omitted

6.12 PFN acknowledges that its End Users in a single local calling scope may be served by different selective routers and PFN shall be responsible for providing facilities to route calls from its End Users to the proper 911 selective router.

**7.0 HIGH VOLUME CALLING TRUNK GROUPS**

7.1 The Parties will cooperate to establish separate trunk groups for the completion of calls to high volume customers, such as radio contest lines.

7.2 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. PFN will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

7.3 The HVCI trunk 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

- 7.4 If PFN should acquire a HVCI/Mass Calling customer, i.e. a radio station, PFN shall notify **AT&T MICHIGAN** of the need to establish a one-way outgoing SS7 or MF trunk group from the **AT&T MICHIGAN** HVCI/Mass Calling Serving Office to the PFN customer's serving office and **AT&T MICHIGAN** shall establish this trunk group.
- 7.5 If PFN finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, PFN may request a meeting to coordinate with **AT&T MICHIGAN** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that PFN establishes a new choke NXX, PFN must notify **AT&T MICHIGAN** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **AT&T MICHIGAN** will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the **AT&T MICHIGAN** Public Response HVCI/Mass Calling Network Access Tandem to PFN's choke serving office.
- 7.6 Where **AT&T MICHIGAN** and PFN both provide HVCI/Mass Calling trunking, both Parties' trunks may ride the same DS-1. MF or SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

## **8.0 OPERATOR SERVICES TRUNKING ARRANGEMENTS**

- 8.1 If **AT&T MICHIGAN** agrees through a separate appendix or contract to provide Operator Services for PFN the following trunk groups are required:
- 8.1.1 Where PFN purchases Operator Services from **AT&T MICHIGAN**, the Parties will establish separate trunk groups from PFN's Switch to **AT&T MICHIGAN** operator switch ("Operator Services Trunk Groups").
- 8.1.2 When **AT&T MICHIGAN**'s operator is under contract to provide Busy Line Verification/Emergency Interrupt service to PFN's end user customer, **AT&T MICHIGAN** will utilize a separate one-way trunk group using MF signaling, from **AT&T MICHIGAN**'s Operator Services Tandem to PFN's Switch.
- 8.1.2.1 PFN will furnish request for service in writing to **AT&T MICHIGAN** 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 MICHIGAN**. PFN or its designated operator services providers shall submit Access Service Requests (ASRs) to **AT&T MICHIGAN** to establish any new interconnection trunking arrangements.

## **9.0 DIRECTORY ASSISTANCE TRUNKING ARRANGEMENTS**

- 9.1 PFN may contract for DA services only. A segregated trunk group for these services will be required to the appropriate **AT&T MICHIGAN** Operator Services Tandem in the LATA for the NPA PFN wishes to serve. This trunk group is setup as one way outgoing only and utilizes Modified Operator's Services Signaling (2 Digit Automatic Number Identification (ANI)).

## **10.0 SIGNALING**

- 10.1 Unless otherwise indicated in this Agreement or, agreed upon by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the Interconnection of their networks. Either Party may establish CCS Interconnections either directly or through a Third Party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. All CCS signaling parameters will be provided, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. All privacy indicators will be honored.
- 10.2 Where available, the Parties will provide network signaling information such as Transit Network Selection ("TNS") parameter, Carrier Identification Codes ("CIC"), (CCS Platform) and CIC/OZZ information (non-CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to TNS and CIC/OZZ codes.

10.3 Transit Signaling. Any signaling information which is received by **AT&T MICHIGAN** from transiting traffic shall be forwarded to PFN. **AT&T MICHIGAN** will not be liable for any CPN, JIP, LRN, or CPI that is not passed from another carrier.

## 11.0 **REPORTING**

11.1 **AT&T MICHIGAN** shall provide facility and trunking utilization reports specific to PFN/**AT&T MICHIGAN**'s interconnection trunk groups of the same kind and type that **AT&T MICHIGAN** provides to itself or other CLECs.

11.2 **AT&T MICHIGAN** shall provide any reports required in Appendix Performance Measurements, as required by that Appendix.

11.3 **AT&T MICHIGAN** shall report any other information, which might adversely impact its Interconnection with PFN as soon as it becomes aware of this information.

## 12.0 **FORECASTING**

12.1 PFN agrees to provide an initial non-binding trunk forecast for establishing the initial Interconnection trunks. **AT&T MICHIGAN** shall review this forecast and if it has any additional information that will change the forecast shall provide this information to PFN. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semiannual publication of the **AT&T MICHIGAN** General Trunk Forecast. These forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three (3) years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG).

12.2 **AT&T MICHIGAN** shall accommodate all orders for trunks within forecast. Orders for trunks that exceed forecasted quantities for forecasted locations by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group will be accommodated as facilities or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

12.3 If forecast quantities are in dispute by more than 48 additional DS-0 trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 48 DS-0 trunks.

12.4 The semi-annual forecasts shall include:

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

12.4.2 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) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

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

12.6 PFN and **AT&T MICHIGAN** will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.

**13.0 TRUNK DESIGN BLOCKING CRITERIA**

Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1.

**TABLE 1**

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

**14.0 TRUNK SERVICING**

- 14.1 Trunk sizing responsibilities for Operator Services trunks used for stand-alone perator Service are the sole responsibility of PFN.
- 14.2 Utilization shall be defined as Trunks required as a percentage of Trunks In Service. Trunks required shall be determined using methods described in this Appendix using Design Blocking Objectives stated above.
- 14.3 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds.
- 14.4 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). PFN will have administrative control for the purpose of issuing ASR's on one-way or two-way Interconnection trunk groups. In **AT&T MICHIGAN** where one-way trunks are used, **AT&T MICHIGAN** will issue ASRs for trunk groups for traffic that originates in **AT&T MICHIGAN** and terminates to PFN. The Parties agree that neither party shall alter trunk sizing without first conferring with the other Party.
- 14.5 **AT&T MICHIGAN** may send a Trunk Group Service Request (TGSR) to PFN to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface. Upon receipt of a TGSR, PFN will issue an ASR to **AT&T MICHIGAN** within ten (10) business days. The intervals used for the provisioning process will be the same as those used for **AT&T MICHIGAN** Switched Access service.
- 14.6 In A Blocking Situation:
  - 14.6.1 In a blocking final situation, **AT&T MICHIGAN** will issue a TGSR when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. PFN upon receipt of a TGSR in a blocking situation, will issue an ASR to **AT&T MICHIGAN** within three (3) business days after receipt of the TGSR or sooner as agreed to by the Parties, and upon review and in response to the TGSR received. PFN will note "Service Affecting" on the ASR.
- 14.7 In An Underutilization Situation:
  - 14.7.1 Those situations where more capacity exists than actual usage requires will be handled in the following

manner:

- 14.7.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, **AT&T MICHIGAN** shall issue a TGSR to resize the trunk group, which must be left with not less than twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.
- 14.7.1.2 Upon review of the TGSR, if PFN does not agree with the resizing, the Parties will schedule a joint planning discussion within the ten (10) business days. The Parties will meet to resolve and mutually agree to the handling of the TGSR.
- 14.7.1.3 If **AT&T MICHIGAN** does not receive an ASR, or if PFN does not respond to the TGSR by scheduling a joint discussion within the ten (10) business day period, **AT&T MICHIGAN** will attempt to contact PFN to schedule a joint planning discussion. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party, but that failure to agree on trunk sizing in no way limits either Party's rights to invoke Dispute Escalation and Resolution Procedures set forth in this Agreement.

## 15.0 **PROVISIONING**

- 15.1 **AT&T MICHIGAN** shall provide a Firm Order Confirmation (FOC) within five business days for trunk augments, and within seven business days for new trunk groups, after receipt of the order upon review of and in response to the order received.
  - 15.1.1 When **AT&T MICHIGAN** confirms an PFN order via FOC with the due date, this signifies that **AT&T MICHIGAN** has determined facilities are available to process PFN's order. If subsequently, facilities are found not to be available, PFN shall utilize **AT&T MICHIGAN**'s escalation process. For facility/switching equipment shortages, **AT&T MICHIGAN** shall include relief date status and explanation for the shortage under the "REMARKS" field. If no relief date is available, "further status due date" shall be provided. On the date that status is due, **AT&T MICHIGAN** shall re-FOC with updated status by close of business.
- 15.2 Orders that comprise a major project must be submitted at the same time, and their implementation will be jointly planned and coordinated. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders, greater than 4 DS1s or related activities between and among **AT&T MICHIGAN** and PFN work groups, including, but not limited to, the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 15.3 The Parties shall cooperate with each other to test all trunks prior to turn up.
- 15.4 Due dates and intervals used for the provisioning process will be the same as those used for **AT&T MICHIGAN**'s Switched Access service, but in any event no later than thirty (30) days. The Parties shall notify each other if there is any change affecting the service requested, including, but not limited to, the due date. If either Party is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Trunk Groups by the due date, the other Party will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If PFN requests a service due date change which exceeds the allowable service due date change period, PFN must cancel the ASR. Should PFN fail to cancel such ASR, **AT&T MICHIGAN** shall treat that ASR as though it had been canceled.
- 15.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.
- 15.6 PFN is responsible for all Control Office functions for all other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.
- 15.7 PFN and **AT&T MICHIGAN** shall:

- 15.7.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 15.7.2 Notify each other when there is any change affecting the service requested, including the due date.

## 16.0 TRUNK DATA EXCHANGE

- 16.1 AT&T MICHIGAN shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in PFN's network.
- 16.2 The Parties agree to exchange traffic data on trunks and to implement such an exchange within three (3) months of the date that trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via network data mover (NDM)/FTP computer to computer File Transfer Process (FTP).
- 16.3 DIXC traffic data will include, but not be limited to, the following:
  - 16.3.1 Usage (total usage measured in centum call seconds)
  - 16.3.2 Peg Count (Peg count of originating call attempts including overflow)
  - 16.3.3 Overflow (Peg count of originating call attempts failing to find an idle trunk)
  - 16.3.4 Maintenance Usage (total maintenance usage measured in centum call seconds)
  - 16.3.5 Maintenance Busy Counts (total count of trunks made maintenance busy)
- 16.4 DIXC traffic data shall be collected as follows:
  - 16.4.1 Hourly on the clock hour
  - 16.4.2 Twenty-four (24) hours per day (0000-2400)
  - 16.4.3 Seven (7) days per week (including holidays)
  - 16.4.4 Fifty-two (52) weeks per year

## 17.0 MAINTENANCE TESTING AND REPAIR

- 17.1 PFN and AT&T MICHIGAN shall work cooperatively to install and maintain a reliable network. PFN and AT&T MICHIGAN shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability. In addition, the Parties agree to:
  - 17.1.1 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet industry standard acceptance test requirements, and are placed in service by the due date. PFN will be initiator of the joint activities.
  - 17.1.2 Perform trouble sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.
  - 17.1.3 Advise each other's Control Office if there is an equipment failure that will affect the Interconnection trunks.
  - 17.1.4 Provide each other with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day / seven (7) days a week.
  - 17.1.5 Provide to each other test line numbers and access to test lines, including a test line number that returns

answer supervision in each NPA-NXX opened by a Party.

**18.0 INTENTIONALLY OMITTED**

**19.0 NETWORK MANAGEMENT**

- 19.1 Protective Controls. Either Party may use protective network traffic management controls such as 3, 7, and 10 digit code gaps 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. PFN and **AT&T MICHIGAN** shall immediately notify each other of any protective control action planned or executed.
- 19.2 Expansive Controls. Where the capability exists, originating or terminating traffic re-routes 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.
- 19.3 Mass Calling. PFN and **AT&T MICHIGAN** 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.



# AT&T Wholesale Amendment

**AMENDMENT**

**BETWEEN**

**MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

**AND**

**PENINSULA FIBER NETWORK, LLC**



Signature: eSigned - David S. McCartney

Signature: eSigned - William Bockelman

Name: eSigned - David S. McCartney  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: General Manager  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 18 May 2018

Date: 23 May 2018

Peninsula Fiber Network, LLC

Michigan Bell Telephone Company d/b/a AT&T  
MICHIGAN by AT&T Services, Inc., its authorized  
agent

State	CLEC OCN
MICHIGAN	116F

Description	ACNA Code(s)
ACNA(s)	PFJ

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
PENINSULA FIBER NETWORK, LLC  
AND  
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

This amendment ("Amendment") amends the Interconnection Agreement ("Agreement") by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T") and Peninsula Fiber Network, LLC ("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 Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved May 10, 2011 by the Michigan Public Service Commission ("Commission") in Case No. U-16778 and as subsequently amended; 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 – CLEC Pricing Sheet and Exhibit B – AT&T 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. For the termination of all Section 251(b)(5) Traffic (excluding Transit Traffic), non toll VOIP-PSTN traffic and ISP bound traffic by CLEC exchanged between the Parties in Michigan, the Parties hereby implement the following intercarrier compensation rates: (i) the rates reflected in the Pricing Sheet attached hereto as Exhibit A; and (ii) the local interconnection tandem switched termination rate and the local interconnection tandem switched facility rate applicable to CLEC in NECA Tariff No. 5. The intercarrier compensation rates included in Exhibit A, and in NECA Tariff No. 5 for the local interconnection tandem switched termination rate and the local interconnection tandem switched facility rate, hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation by CLEC. CLEC has identified itself as a CLEC that is entitled to benchmark its access rates to rate-of-return carriers for purposes of the FCC's Intercarrier Compensation Transformation Order, WC Docket No. 10-90, et al., FCC 11-161 at ¶ 801 (rel. November 18, 2011) ("ICC Transformation Order"). Based on this representation, the rates and timeline reflected in Exhibit A, and in NECA Tariff No. 5 for the local interconnection tandem switched termination rate and the local interconnection tandem switched facility rate, apply. If at any time, CLEC does not qualify to benchmark its access rates to rate-of-return carriers, then the rates and timelines in Exhibit A, and in NECA Tariff No. 5 for the local interconnection tandem switched termination rate and the local interconnection tandem switched facility rate, will no longer apply. CLEC shall notify AT&T MICHIGAN of such a change in qualification within fifteen (15) days. At such time CLEC would be required to benchmark its access rates to price cap carriers under the ICC Transformation Order, and the rates and timeline for such CLECs in the ICC Transformation Order will apply, including transition to bill-and-keep.
  - 2.2. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic (excluding Transit Traffic), by AT&T exchanged between the Parties in Michigan. The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation by AT&T.

2.3. The Parties agree to work in good faith to ensure that the CLEC's rates and invoices to AT&T are in compliance with all applicable law.

3. The Parties agree to replace Section N from the Agreement with the following language:

**N. Notices**

N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.1.1 delivered by electronic mail (email).

N.1.2 delivered by facsimile.

N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.

N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.

N.3 Notices will be deemed given as of the earliest of:

N.3.1 the date of actual receipt.

N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	David S. McCartney General Manager
STREET ADDRESS	1901 W. Ridge Street, Suite 2
CITY, STATE, ZIP CODE	Marquette, MI 49855
PHONE NUMBER*	(906) 226-2010
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	gm@pfnlc.net

	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.

4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date.
5. 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.
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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.
10. For Michigan: 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 ("Effective Date").

PRICING SHEETS  
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)	OHU	USG14		0.005000			MOU
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/1/17 Through 6/30/18)	OHU	USG14		0.003567			MOU
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/1/18 Through 6/30/19)	OHU	USG14		0.002133			MOU
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/1/19 Through 6/30/20)	OHU	USG14		0.000700			MOU
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/20)	OHU	USG14		0.000000			MOU

PRICING SHEETS  
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG14		\$0.00			MOU



**INTERCONNECTION AMENDMENT**

**BETWEEN**

**MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

**AND**

**PENINSULA FIBER NETWORK, LLC**

Signature: eSigned - David S. McCartney

Signature: eSigned - William Bockelman

Name: eSigned - David S. McCartney  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: General Manager  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 29 Oct 2019

Date: 29 Oct 2019

Peninsula Fiber Network, LLC

Michigan Bell Telephone Company d/b/a AT&T  
MICHIGAN by AT&T Services, Inc., its authorized  
agent

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
PENINSULA FIBER NETWORK, LLC  
AND  
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T") and Peninsula Fiber Network, LLC ("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 an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed April 20, 2011 and as subsequently amended (the "Agreement"); and

**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. 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.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. 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.
- 5. 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.
- 6. 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.
- 7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- 8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 10. 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.
- 11. For Michigan: 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 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
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2HC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2HB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2WC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2WB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2WAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2JC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2JB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2JAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2CC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2CB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2CAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2KC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2KB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2KAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Zone C)	MUJ++, EE7KX, UOB++, UOR++	U4HC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Zone B)	MUJ++, EE7KX, UOB++, UOR++	U4HB1	B

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Zone A)	MUJ++, EE7KX, UOB++, UOR++	U4HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	MUJ++, EE7KX, UOB++, UOR++	NKCU1	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Design Layout Report Date	MUJ++, EE7KX, UOB++, UOR++	NR95O	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Records Issue Date	MUJ++, EE7KX, UOB++, UOR++	NR95P	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7KX, UOB++, UOR++	NR95Q	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Plant Test Date	MUJ++, EE7KX, UOB++, UOR++	NR95R	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion Analog Loop	MUJ++, EE7KX, EE7JX, UOB++, UOR++	NR955	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1	UB5++, EE7MX, UK1++	1YZX1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2	UB5++, EE7MX, UK1++	1YZX2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3	UB5++, EE7MX, UK1++	1YZX3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX1	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX2	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX3	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Disconnect			
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU8	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU8	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU8	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU9	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU9	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU9	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7MX, UK1++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7MX, UK1++	NR9OT	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect)Connect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUE	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect)Connect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUE	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUE	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUF	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUF	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUF	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7NX, UK3++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC DS3 Installation and Rearrangement - Admin. Charge, Disconnect, Per	UB5++, EE7NX, UK3++	NRBCL	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3	
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	