

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

This Interconnection Agreement (the "Agreement"), is being entered into by and between Michigan Bell Telephone Company¹ d/b/a AT&T Michigan ("AT&T Michigan"), and Cbeyond Communications, LLC ("CLEC" or "Requesting Carrier"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt the Interconnection Agreement by and between AT&T Michigan and Comcast Phone of Michigan, LLC for the State of Michigan, which was approved by the Michigan Public Service Commission ("the Commission") under Section 252(e) of the Act on July 10, 2002 in docket number U-13378, including any Commission approved amendments to such agreement (the "Separate Agreement"), which is incorporated herein by reference; and

WHEREAS, the Separate Agreement CLEC has requested to adopt has not been fully conformed to reflect certain government action(s) including, but not limited to, the following: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) ("USTA I"), and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004)("USTA II"); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) ("TRO") 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) (Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and/or the FCC's ISP Compensation Order, CC Docket Nos. 96-98 and 99-68, FCC 01-131 ("ISP Compensation Order"); and therefore, it is AT&T Michigan's position that the Separate Agreement has already been made available for a reasonable period of time and is no longer available for adoption under Section 252(i) of the Act; and

WHEREAS, notwithstanding the above AT&T Michigan has agreed to make available to CLEC the Separate Agreement for adoption only because contemporaneously with CLEC's adoption of the Separate Agreement, CLEC is amending such agreement to conform it to governing law; and

WHEREAS, the Separate Agreement as well as any amendment(s) the Parties have agreed to on a negotiated basis to conform the Separate Agreement to governing law, along with any other voluntarily negotiated provisions which are also set forth in the amendment(s) attached hereto and will be submitted to the Commission for approval (collectively the "MFN Agreement").

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Michigan hereby agree as follows:

1.0 Incorporation of Recitals and Separate Agreement by Reference

1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.

1.2 Except as expressly stated herein, the Separate Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

2.0 Modifications to Separate Agreement

2.1 All references in the Separate Agreement to "AMERITECH INFORMATION INDUSTRY SERVICES, a division of Ameritech Services, Inc. a Delaware Corporation" are hereby replaced with "Michigan Bell

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

Telephone Company d/b/a AT&T Michigan, a Michigan corporation" and AT&T Michigan's address of "350 North Orleans, 3rd Floor, Chicago, IL 60654" is hereby replaced with "444 Michigan Avenue, Detroit, MI 48226." Finally, the following language in the Separate Agreement is hereby deleted: "on behalf of and as agent for AT&T Michigan."

- 2.2 References in the Separate Agreement to "CLEC," "Requesting Carrier" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC as defined herein, that is, CBeyond Communications LLC.
- 2.3 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, this MFN Agreement shall expire on May 20, 2005..
- 2.4 In Section 29.10 Notices [in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Julia Strow Vice President-Regulatory & Industry Relations
STREET ADDRESS	320 Interstate Nort Pkwy Suite 300
CITY, STATE, ZIP CODE	Atlanta, GA 30339
FACSIMILE NUMBER	678-424-2500

- 2.5 In Section 29.10 Notices in the Separate Agreement is hereby revised to reflect that Notices should be sent to AT&T Michigan under this MFN Agreement at the following address

NOTICE CONTACT	<u>AT&T-13STATE CONTACT</u>
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

- 2.5 In Section 29.1.1 Authorization, the references to "Ameritech" are replaced with references to "AT&T Michigan" and AT&T Michigan's's state of incorporation is the state of "Michigan" In Section 30.1.2 after "State of", CLEC's state of incorporation of Delaware should be deemed to be inserted.
- 2.6 The following name before the signature line of the Separate Agreement "AMERITECH INFORMATION INDUSTRY SERVICES AMERITECH MICHIGAN" is hereby revised to read "AT&T Operations, Inc. as Agent for Michigan Bell Telephone Company d/b/a AT&T Michigan" for purposes of this MFN Agreement.
- 2.7 Schedule 2.1, "Implementation Schedule" of the Separate Agreement is hereby revised to delete any carrier-specific interconnection or access to UNE information and to incorporate the following language in its place for purposes of this MFN Agreement: "The interconnection activation points and interconnection activation date shall be mutually determined by the Implementation Team in accordance with Section 3.4.4 and Schedule 12. Any proposed interconnection with a switch that is not capable of providing local exchange service (including 911 service) does not fall within the intent or scope of this Agreement."

3.0 Clarifications

- 3.1 In entering into this MFN Agreement, AT&T Michigan does not waive, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this MFN Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions") Notwithstanding anything to the contrary in this MFN Agreement (including any amendments to this MFN Agreement), AT&T Michigan shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in the MFN Agreement constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that AT&T Michigan has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Michigan and as of the date of that election by AT&T Michigan, the FCC Plan shall apply to this MFN Agreement, as more specifically provided for herein. It is AT&T Michigan's position that this MFN Agreement is subject to the change of law provisions permitted under the Federal Rules except to the extent otherwise expressly provided in the MFN Agreement and also is subject to any appeals involving the MFN Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the MFN Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the MFN Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). In such event, it is AT&T Michigan's position and intent that the Parties immediately incorporate changes from the Separate Agreement, made as a result of any such action into this MFN Agreement. Where revised language is not immediately available, it is AT&T Michigan's position and intent that the Parties shall expend diligent efforts to incorporate the results of any such action into this MFN Agreement on an interim basis, but shall conform this MFN Agreement to the Separate Agreement, once such changes are filed with the appropriate state commission. With respect to any Written Notices hereunder, Any disputes between the Parties concerning the interpretations of the actions required or the provisions affected shall be handled under the Dispute Resolution Procedures set forth in this MFN Agreement.

- 3.2 It is AT&T Michigan's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

IN WITNESS WHEREOF, the Parties hereto have caused this MFN Agreement to be executed as of this _____ day of _____, 2006.

Cbeyond Communications, LLC

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

By: Julia Ostrow

By: Rebecca L Sparks

Printed: Julia Ostrow

Printed: Rebecca L. Sparks

Title: Vice President
(Print or Type)

Title: Executive Director-Regulatory

Date: October 23, 2006

Date: 10-25-06

FACILITIES-BASED OCN # 288E

ACNA BYG

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

Dated as of

by and between

MICHIGAN BELL TELEPHONE COMPANY
D/B/A AMERITECH MICHIGAN

and

COMCAST TELECOMMUNICATIONS OF MICHIGAN, LLC

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (“**Agreement**”), is dated as of the 20th day of May, 2002 (the “**Effective Date**”), by and between Michigan Bell Telephone Company d/b/a Ameritech Michigan, a Delaware corporation with offices at 444 Michigan Avenue, Detroit, MI 48226, on behalf of and as agent for Ameritech Michigan (“**Ameritech**”) and Comcast Telecommunications of Michigan, LLC., a Michigan limited liability company, with offices at 29777 Telegraph Road, Suite 4400-B, Southfield, Michigan 48034 (“**Requesting Carrier**”).

RECITALS

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

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

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

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

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

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

ARTICLE I
DEFINITIONS AND CONSTRUCTION

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

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

1.3 Interpretation.

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

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

ARTICLE II GENERAL SERVICE RELATED PROVISIONS

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

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

2.3 Technical References. Technical References that describe and/or define the practices, procedures and specifications for those services, Interconnections and access to unbundled Network Elements available hereunder (and the applicable interfaces relating thereto) include, but are not limited to, those listed on Schedule 2.3 (the "**Technical Reference Schedule**"). The Implementation Team may mutually agree in writing to add or delete Technical References from the Technical Reference Schedule from time to time.

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

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

3.1 Scope. Article III describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Articles IV and V prescribe the specific physical facilities and trunking arrangement (and traffic routing parameters) which will be configured over the physical Interconnections described in this Article III related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture. Except with respect to Transit Service, this Agreement shall not apply to CMRS traffic.

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

3.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Central Offices as provided in Article XII or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Joint Fiber-Meet as provided in Section 3.3. Notwithstanding the foregoing, as provided in Section 251(c)(2) of the Act, Requesting Carrier, at its sole option, may request Interconnection of its facilities and equipment to Ameritech's network at any technically feasible point in Ameritech's network, including a Joint Fiber-Meet arrangement at any transmission rate for a Telecommunications Service that Ameritech offers to itself, its subsidiaries, its Affiliates or other persons.

3.2.3 Unless otherwise agreed by the Parties, the Parties shall designate the POI in the Central Office that each Party has identified in Schedule 2.1 as such Party's Routing Point (based on the LERG) in the LATA. Requesting Carrier's POI and corresponding Central Office is designated as the RICO in that LATA and Ameritech's POI and corresponding Central Office is designated as the AICO in that LATA.

3.2.4 The Parties' point of Interconnection must be within the Service Area in the LATA in which the Parties provides service.

3.2.5 Requesting Carrier shall order all trunks and facilities used to establish Interconnection, trunking (for both the Local/IntraLATA Trunks and Access Toll Connecting Trunks), signaling and 9-1-1 Service (as described in Section 3.9) by submitting to Ameritech an electronic Access Service Request and, as soon as available, an electronic service order via the Provisioning EI or by submitting a manual Access Service Request. On one-way trunks, each Party shall order trunking from the other Party.

3.3 Joint Fiber.

3.3.1 If the Parties Interconnect their networks pursuant to a Joint Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network (“SONET”) transmission system for Interconnection of their networks pursuant to a Joint Fiber-Meet.

Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit A, and engineered, installed, and maintained as described in this **Article III** and in the Plan (as defined in **Section 18.2**). Each Party agrees to disable the Digital Control Channel (“DCC”) in its equipment that is part of the SONET system and each Party shall be responsible for the monitoring of its own node(s).

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

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

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

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

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

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

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

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

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

3.4 Additional Interconnection(s)

3.4.1 If Requesting Carrier determines that it requires additional points of Interconnection, Requesting Carrier shall provide written notice to Ameritech of its need to establish such additional points of Interconnection pursuant to this Agreement.

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

3.4.3 Within ten (10) Business Days of Ameritech's receipt of Requesting Carrier's notice specified in Section 3.4.1, Ameritech and Requesting Carrier shall agree upon the trunking, the AICO(s), the RICO(s) and Interconnection Activation Date(s) applicable to such Interconnection(s). The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the interval to establish Interconnection via Collocation or Joint Fiber-Meet is one-hundred fifty (150) days for up to 24 T1s of trunking, after the Parties have agreed on the AICO(s), RICO(s) and trunking and Requesting Carrier has furnished Ameritech a non-binding forecast in accordance with Section 3.4.2. The interval to establish Interconnection for trunking in excess of up to 24 T1s is 6 T1s per Business Day after one hundred fifty (150) days.

3.5 Additional Switches.

3.5.1 If Requesting Carrier deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices in such LATA, Requesting Carrier shall provide written notice thereof to Ameritech, consistent with the notice provisions of **Sections 3.4.1** and **3.4.2**, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection, including the provisions set forth in **Section 3.4.3**. If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Requesting Carrier Central Offices in such LATA, Ameritech shall be entitled, upon written notice thereof to Requesting Carrier, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the

Parties shall jointly determine the requirements regarding the establishment and maintenance of separate physical facilities and Trunk Group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

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

3.6 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this **Section 3.6**, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network.

3.7 Network Management.

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

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

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

3.9 9-1-1 Service.

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

3.9.2 Service and Facilities Provided.

- (a) Requesting Carrier shall interconnect with each Ameritech 9-1-1 Selective Router that serves the areas in which Requesting Carrier provides Telephone Exchange Service. Such interconnection shall be used by Ameritech to provide 9-1-1 service and access to all sub-tending Public Safety Answering Points (each, a "PSAP"). Requesting Carrier will establish such interconnection by (i) providing itself, or leasing from a third-party (including Ameritech), the necessary DS1 facilities and trunk groups between Requesting Carrier's point of Interconnection and designated Ameritech 9-1-1 Selective Router (channel conditioning referred to as "Direct" in Item I of the Pricing Schedule) or (ii) providing demuxed DSO level trunks at designated Ameritech 9-1-1 Selective Router(s) (channel

conditioning referred to as “Back to Back” in Item I of the Pricing Schedule) or (iii) providing muxed DSO level trunks at a Collocation point within each Ameritech 9-1-1 Selective Router(s) (channel conditioning referred to as “Collocation” in Item I of the Pricing Schedule). With any of the foregoing three (3) options, Requesting Carrier shall provide a minimum of two (2) dedicated channels from the point of interconnection to the Ameritech 9-1-1 Selective Router(s). Each of the foregoing options described in this **subsection (a)** also require each of the Parties to provide sufficient trunking and facilities to route Requesting Carrier’s originating 9-1-1 calls to the designated primary PSAP or to designated alternate PSAPs. Ameritech and the Requesting Carrier will coordinate the provision of transport capacity sufficient to route originating 9-1-1 calls from the Requesting Carrier’s point of interconnection to the designated Ameritech 9-1-1 Selective Router(s). In addition to the channel conditioning charges identified in Item I of the Pricing Schedule, if Requesting Carrier leases facilities from Ameritech, standard tariff rates shall apply.

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

Carrier's initial request for the ARF, Ameritech shall provide Requesting Carrier an updated ARF on a monthly basis. At the request of Requesting Carrier, Ameritech will provide the ARF by NPA or metro area. A specified charge as set forth at Item I of the Pricing Schedule will apply per request.

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

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

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

Schedule per trunk group that is connected to each alternate 9-1-1 Selective Router (the “**9-1-1 Selective Router Software Enhancement Connection Charge**”).

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

3.9.3 Compensation.

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

properly. Each Party shall promptly notify the other Party if its facilities used to provide 9-1-1 Service are not functioning properly.

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

- (a) Ameritech is not liable for the accuracy and content of ALI that Requesting Carrier delivers to Ameritech. Requesting Carrier is responsible for maintaining the accuracy and content of that data as delivered; and
- (b) Ameritech shall not be responsible for errors that appear in Ameritech's 9-1-1 databases and with respect to such errors, Requesting Carrier shall indemnify and hold Ameritech harmless from any and all Losses incurred on account thereof by third parties (including Requesting Carrier's Customers or employees). In addition, Ameritech's liability to Requesting Carrier and any third person shall also be limited to the maximum extent permitted by Applicable Law or tariff.

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

4.1 Scope of Traffic. Article IV prescribes parameters for the facilities and trunk groups to be effected over the Interconnections specified in Article III for the transmission and routing of Local Traffic, IntraLATA Toll, IntraLATA 800, 976 and calling party pays Traffic between the Parties' respective Telephone Exchange Service Customers (the "**Local/IntraLATA Trunks**").

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

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

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

4.3.1.1 Where Requesting Carrier has purchased high bandwidth facilities for multiple uses, Requesting Carrier will make available these facilities, for trunking and Interconnection, to Ameritech. Requesting Carrier will charge Ameritech at the rate Ameritech is charging Requesting Carrier for the Interconnection and trunking facilities portion of these high bandwidth facilities based upon each party's proportionate use.

4.3.1.2 Where Requesting Carrier has purchased high bandwidth facilities for multiple use, if Ameritech chooses to install duplicative facilities, Ameritech will assume the full cost of such duplicative facilities. Such facilities must not degrade the quality of the Requesting Carrier's high bandwidth facilities.

4.3.2 Each Party shall ensure that each Interconnection permits the completion of traffic to all End Offices within that LATA.

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

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

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

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

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

4.3.8 If Party A determines that an interconnection trunk group is no longer necessary given actual and forecasted traffic, Party A shall give notice to Party B and Party B shall have thirty (30) days to establish a continuing need (not necessarily limited only to actual and forecasted traffic) for the trunk group or agree to be financially responsible for such trunk groups. If Party B cannot establish a continuing need for the trunk groups and elects not to assume financial responsibility for such trunk groups, Party A may disconnect trunk groups that, based on reasonable engineering criteria, are not warranted by the actual traffic volumes experienced, within thirty (30) days after such determination.

4.3.9 For each Central Office (“CO”) code used by Requesting Carrier, Requesting Carrier must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such CO Code. If Requesting Carrier uses a CO Code to provide foreign exchange service to its Customers outside of the geographic area assigned to such code, Requesting Carrier shall be solely responsible to transport traffic between its foreign exchange service Customer and such code’s geographic area.

4.4 Signaling.

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

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

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

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

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

4.6 Measurement and Billing.

4.6.1 For billing purposes, each Party shall pass CPN associated with that Party's originating switch on calls that originate on its network over the Local/IntraLATA Trunks; provided that all calls that originate on a Party's network and are exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be revised every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls that originate on its network with CPN within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established. Transit traffic as defined in **Section 7.3** will be routed over the Local/IntraLATA Toll trunk group.

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

4.7 Reciprocal Compensation Arrangements - Section 251(b)(5).7

Compensation for the transport and termination of Local Traffic and IntraLATA Toll Traffic shall be pursuant to this **Section 4.7**. The Reciprocal Compensation arrangements set forth in this **Section 4.7** are not applicable to (i) Exchange Access traffic, (ii) traffic terminated to Requesting Carrier using Ameritech's unbundled local switching, (iii) Information Service traffic, (iv) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (v) any other type of traffic found to be exempt from Reciprocal Compensation by the FCC or the Commission. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs. Compensation for traffic that is delivered through Transit Service shall be pursuant to **Section 7.2**.

4.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or Requesting Carrier which a Telephone Exchange Service Customer originates on Ameritech's or Requesting Carrier's physical switch for termination on the other Party's physical switch. The originating Party shall compensate the terminating Party for the transport and termination of Local Traffic by that terminating Party at the rate(s) provided at Item II of the Pricing Schedule.

4.7.2 Compensation for Internet Service Provider ("ISP") Traffic. Until such time that Ameritech may choose to invoke the FCC's ISP pricing plan as ordered in FCC 96-98, adopted April 27, 2001, the Parties agree that ISP traffic will be compensated at the same rates and rate structures as non-ISP traffic.

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

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

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

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

5.2 Trunk Group Architecture and Traffic Routing.

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

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

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that Requesting Carrier utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

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

ARTICLE VI MEET-POINT BILLING ARRANGEMENTS

6.1 Meet-Point Billing Services.

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

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

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

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

6.2 Data Format and Data Transfer.

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

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

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

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

6.2.5 When Ameritech records on behalf of Requesting Carrier and Switched Access Detail Usage Data is not submitted to Requesting Carrier by Ameritech in a timely fashion or if such

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

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

6.3 Errors or Loss of Access Usage Data.

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

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

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

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

ARTICLE VII
TELECOMMUNICATIONS CARRIER (TC)

7.1 Ancillary Services Traffic.

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

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

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

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

7.2 BLV/BLVI Traffic.

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

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

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

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

7.3 Transit Service.

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

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

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

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

7.3.5 If the traffic volumes between a Requesting Carrier’s Central Office Switch and a Transit Counter-Party Central Office Switch (in each case, in the aggregate) at any time equals or exceeds 150, 000 minutes of use per month over two (2) consecutive months, the Implementation Team will develop a migration plan for Requesting Carrier to Interconnect directly with such Transit Counter-Party.

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

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

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

- (a) For Local Traffic and IntraLATA Toll Traffic originating from Requesting Carrier that is delivered over the Transit Service (**“Originating Transit Traffic”**), Requesting Carrier shall:
 - (1) Pay to Ameritech a Transit Service charge as set forth in the Pricing Schedule; and

- (2) Reimburse Ameritech for any charges, including switched access charges and Reciprocal Compensation, that a Transit Counter-Party imposes or levies on Ameritech for delivery or termination of any such Originating Transit Traffic.
- (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Requesting Carrier from a Transit Counter-Party (“**Terminating Transit Traffic**”) (i) that is not subject to Primary Toll Carrier (“**PTC**”) arrangements (regardless of whether Ameritech is the PTC) and (ii) that Ameritech has a transiting arrangement with such Transit Counter-Party that authorizes Ameritech to deliver such traffic to Requesting Carrier (“**Other Party Transit Agreement**”), then Ameritech shall deliver such Terminating Transit Traffic to Requesting Carrier in accordance with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not Requesting Carrier) shall be responsible to pay Ameritech the applicable Transit Service charge.
- (c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to Requesting Carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, Ameritech shall reimburse Requesting Carrier at Requesting Carrier’s applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth on the Pricing Schedule.

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

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

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

7.4 Toll Free Database Services.

7.4.1 Call Routing Service. The Call Routing Service provides for the identification of the carrier to whom a call is to be routed when a toll-free (1+800-NXX-XXXX or 1+888-NXX-XXXX) call is originated by Customer. This function uses the dialed digits to identify the appropriate carrier and is done by screening the full ten digits of the dialed number. The Call Routing Service may be provided in conjunction with a Customer's InterLATA or IntraLATA Switched Exchange Access Service.

When 800 Call-Routing service is provided, an originating call is suspended at the first switching office equipped with a Service Switching Point (SSP) component of the SSC/SS7 Network. The SSP launches a query over signaling links (A-links) to the Signal Transfer Point (STP), and from there to the SCP. The SCP returns a message containing the identification of the carrier to whom the call should be routed and the call is processed. Requesting Carrier may obtain Call Routing Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

7.4.2 Routing Options. In addition to the toll-free service offerings, new routing options are offered. These options are purchased by toll-free service providers to allow their clients to define complex routing requirements on their toll-free service. Toll-free routing options allow the service provider's Customer to route its toll-free calls to alternate carriers and/or destinations based on time of day, day of week, specific date or other criteria. These routing options are in addition to the basic toll-free call routing requirements which would include the toll-free number, the intraLATA carrier, the interLATA carrier and the Area of Service (AOS). Requesting Carrier may obtain Routing Options pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

7.4.3 Carrier Identification Service. Requesting Carrier may choose the 800 Carrier Identification Service to obtain toll-free number screening. With this service, Requesting Carrier will launch a query to the Ameritech database using its own Service Switching Points (SSPs) network. In contrast to the Call Routing Service described in **Section 7.4.1** above, with the 800 Carrier Identification service, no routing is performed.

Requesting Carrier's SS7 network is used to transport the query from its End Office to the Ameritech SCP. Once Requesting Carrier's identification is provided, Requesting Carrier may use the information to route the toll-free traffic over its network. In these cases, Ameritech Switched Access services are not used to deliver a call to Requesting Carrier. The toll-free carrier ID data may not be stored for Requesting Carrier's future use. Requesting Carrier may obtain 800 Carrier

Identification Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

7.4.4 **Number Administration.** Requesting Carrier, at its option, may elect to use Ameritech's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, Ameritech will perform the Responsible Organization service, which involves interacting with the national Service Management System (SMS/800), on behalf of the Customer. Responsible Organization services include activating, deactivating and maintaining 800/888 number records as well as trouble referral and clearance. If Requesting Carrier does not select NAS, Requesting Carrier will perform the Responsible Organization service. Requesting Carrier may purchase the Number Administration Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

7.5 LIDB Database Service.

7.5.1 The Line Information Database (LIDB) Query Response Service is a validation database system. It enables Requesting Carrier to offer alternatively billed services to its Customers. The database provides an efficient way to validate calling cards and toll billing exception (TBE) (i.e., restricts a collect or third-party billed call). Toll fraud protection and reduced call set up expenses are among the benefits of the service.

7.5.2 Billing information records include the Customer name, phone number, security personal identification numbers and third-party acceptance indications. Prior to call completion, a query is launched to the LIDB to determine the validity of the requested billing method. The call is then completed or denied based on the LIDB's response. Requesting Carrier may purchase the LIDB Database Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

7.6 **LNP Query Service.** Ameritech's provision of LNP will utilize LRN switch software, the terms and conditions of which are prescribed in **Article XIII**. With the implementation of LNP, Requesting Carrier has an N-1 (Network minus 1) responsibility to perform a LRN lookup on calls terminating to NPA-NXXs selected for Number Portability. If Requesting Carrier does not perform this responsibility on calls terminated to the Ameritech network, Ameritech will automatically perform the query and route the call to the proper destination. Under such circumstances, Requesting Carrier agrees to pay Ameritech the per query rates under the terms and conditions specified in Ameritech FCC No. 2 Access Tariff for LNP Query Service (Sections 5.2, 6.4 & 6.9).

7.7 Operator Services and Directory Assistance Services.

7.7.1 This **Section 7.7** establishes the terms and conditions governing the provision to Requesting Carrier by Ameritech of manual and automated Local and intrastate intraLATA, interstate intraLATA Operator Toll and Assist Services ("**OS**"), and Home NPA Directory Assistance service and Information Call Completion Services ("**DA**"). Ameritech's offering of OS and DA services is made available as a stand alone, integrated service and not as an unbundled Network Element.

7.7.2 At Requesting Carrier's request, Ameritech will provide manual and automated OS and DA services to Requesting Carrier. A description of the OS and DA services to be provided is

set forth on **Schedule 7.7.2**. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance and Information Call Completion services will be provided to Requesting Carrier upon request. The Implementation Plan shall establish a process by which this list is updated as such DA services are provided in additional NPA/Exchange Areas.

7.7.3 Requesting Carrier is responsible for delivering its OS and DA traffic to Ameritech's TOPS switch. Specifically, Requesting Carrier shall provide the necessary direct trunking and termination facilities from its End Office to the Ameritech TOPS switch used to provide OS and DA services. Further, OS and DA traffic must be delivered to the Ameritech TOPS switch without any Tandem switching. The TOPS location to which Requesting Carrier will be responsible for delivering its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, unless technical or economic reasons provide otherwise, have Requesting Carrier deliver its OS or DA traffic to the TOPS switch most closely located to the Requesting Carrier's NPA/exchange originating the call.

7.7.4 Requesting Carrier is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the Ameritech switch used to provide OS and DA services. Where the total traffic exceeds the capacity of the existing circuits, additional circuits and additional facilities must be provided by Requesting Carrier to the extent necessary.

7.7.5 Requesting Carrier will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's DA and operator services offices. Requesting Carrier will locate, construct and maintain its facilities to afford reasonable protection against hazard and interference.

7.7.6 Requesting Carrier will furnish to Ameritech all information necessary for Ameritech's provision of OS and DA. All information provided shall be treated as Proprietary Information pursuant to **Article XX**. Requesting Carrier shall provide, at a minimum, the following applicable information to Ameritech not less than ninety (90) days (or such earlier time as mutually agreed upon) prior to the date on which Requesting Carrier requests Ameritech to provide OS and/or DA:

OS

emergency agency phone numbers;
rate information (such as mileage bands, operator surcharge information); and
originating screening information.

DA

listing information for the areas to be served by Ameritech; and
network information necessary to provide for the direct trunking of the DA calls.

Requesting Carrier will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Requesting Carrier will inform Ameritech of other changes in the records on a mutually agreed upon schedule.

7.7.7 For branding of Calling Card, OS and DA calls, Ameritech shall record the branding announcement, no longer than 3 seconds, for installation on each OS and DA switch serving Requesting Carrier's Customers. Requesting Carrier shall provide Ameritech the wording of the announcement.

7.7.8 Requesting Carrier grants to Ameritech during the Term a non-exclusive, license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by Requesting Carrier under this Agreement will be maintained by Ameritech only for purposes of providing DA information to Requesting Carrier Customers, and will not be disclosed to third parties. This section does not prohibit Ameritech and Requesting Carrier from entering into a separate agreement which would allow Ameritech to provide or sell Requesting Carrier's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

7.7.9 Ameritech will supply Requesting Carrier with call detail information so that Requesting Carrier can rate and bill the call. This information excludes rating and invoicing of Customers.

7.7.10 Ameritech will bill Requesting Carrier monthly for the OS and DA services it performs at the rates specified in Item X of the Pricing Schedule, which will include detailed billing information as required to substantiate its charges.

ARTICLE VIII
INSTALLATION, MAINTENANCE, TESTING AND REPAIR

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

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

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

ARTICLE IX
UNBUNDLED ACCESS — SECTION 251(c)(3)

9.1 Access to Network Elements.

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

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

9.1.3 Ameritech shall make available access to its Network Elements at the rates specified herein only where such Network Elements, including facilities and software necessary to provide such Network Elements, exist and are available, in each case as such Network Element is defined herein. If Ameritech makes available access to a Network Element that requires special construction or conditioning, Requesting Carrier shall pay to Ameritech any applicable special construction or conditioning charges. The Parties shall mutually agree on the nature and manner of any required special construction or conditioning, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on Schedule 9.10.

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

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

9.2.2 Interoffice Transmission Facilities, as more fully described in **Schedule 9.2.2**;

9.2.3 Signaling Network and Call-related Database, as more fully described in **Schedule 9.2.3**;

9.2.4 Operations Support System (“OSS”) Functions, to be used in conjunction with other Network Elements, as more fully described in **Schedule 9.2.4**; and

9.2.5 Operator Services and Directory Services, as more fully described in **Schedule 9.2.5**.

The UNE Remand Order was released on November 5, 1999. Some portions of the UNE Remand Order are effective thirty (30) days after publication in the Federal Register and other portions are effective one hundred twenty (120) days after such publication. Both Parties are analyzing their rights and obligations under the UNE Remand Order. Subject to the outcome of any appeal including, but not limited to, any stay that may be obtained pending appeal, the Parties acknowledge that the UNE Remand Order requires Ameritech to make available certain Unbundled Network Elements not identified above such as the calling name (“CNAM”) database, and limits or conditions Ameritech’s obligation to offer certain Unbundled Network Elements identified above, such as Unbundled Switching Capability and Operator Services and Directory Services. The Parties agree to negotiate an amendment to this Agreement to conform the Agreement with the UNE Remand Order and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions relating to each such Unbundled Network Element within the time frame(s) specified for providing access as set forth in the UNE Remand Order. If the Parties are unable to reach agreement on an amendment within the time frames set forth in the UNE Remand Order for providing access to any Unbundled Network Element, either Party may consider such failure to negotiate an amendment a “Dispute” under Section 27.3 of this Agreement.

9.3 Requesting Carrier’s Combination of Network Elements.

9.3.1 Ameritech shall provide Requesting Carrier access to Network Elements via Collocation or at any technically feasible point subject to Section 9.6, in a manner that shall allow Requesting Carrier to combine such Network Elements to provide a Telecommunications Service. Ameritech shall provide Requesting Carrier with access to all features and capabilities of each individual Network Element that Requesting Carrier combines in the same manner and subject to the same technical and interface requirements that Ameritech provides when such Network Elements are provided to Requesting Carrier on an individual basis.

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

9.4 Nondiscriminatory Access to and Provision of Network Elements.

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

9.4.2 The quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to Requesting Carrier hereunder shall be equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless

Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by Requesting Carrier, or access to such Network Element, at a level of quality that is equal to that which Ameritech provides to itself.

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

9.5 Provisioning of Network Elements.

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

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

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

9.5.4 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party that is served by an unbundled Network Element, the Parties shall follow the procedures described in **the Commission order in Case No. U-11900, issued July 11, 2001, or any subsequent Commission order modifying that decision.**

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

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

If at the time of any request by Requesting Carrier for access to an unbundled Network Element, such access to an unbundled Network Element is part of Ameritech's standard offering in Michigan to other Telecommunications Carriers (TCs) as determined by Ameritech, Ameritech

agrees to amend this Agreement to include such access to an unbundled Network Element on the terms and conditions (including pricing) that Ameritech is making such or unbundled Network Element generally available to other TCs at the time of the request.

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

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

9.9 Maintenance of Unbundled Network Elements.

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

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

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

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

10.1 Telecommunications Services Available for Resale at Wholesale Rates.

10.1.1 Commencing on the Service Start Date, upon the request of Requesting Carrier and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to Requesting Carrier for resale at wholesale rates those Telecommunications Services that Ameritech provides at retail to subscribers who are not Telecommunications Carriers, as required by Section 251(c)(4) of the Act (the “**Resale Services**”). The Resale Services available to Requesting Carrier and the rates for such Resale Services are set forth on **Schedule 10.1**. The wholesale discount set forth on **Schedule 10.1** shall not apply to taxes or other pass-through charges (e.g., end-user common line charge, 9-1-1 surcharge and special construction charges). If during the Term the Commission changes the discount rate, or any other charge applicable to Resale Services in an order or docket that applies generally to the Resale Services that Ameritech provides in the Territory, the Parties agree to amend this Agreement to incorporate such discount rate and/or charges with such discount and/or charges to be effective as of the date specified in such order or docket.

10.1.2 Commencing on the Service Start Date, upon the request of Requesting Carrier and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech shall make available Contract Services to Requesting Carrier for resale if (i) the retail Customer contract permits such assignment and (ii) Requesting Carrier has previously provided Ameritech with an executed “Agreement to Assume Ameritech Contracts” in the form set forth on **Schedule 10.1.2**. Upon submission of an order for Contract Services, Requesting Carrier agrees to assume all responsibilities under such contract including any termination liability. Contract Services shall be made available to Requesting Carrier at a discount off the retail rates for such Contract Services as prescribed by the Commission or, if the Commission has not prescribed such discount, at Ameritech’s actual avoided costs associated with Ameritech’s provision of those Contract Services, net any increased costs Ameritech incurs to provide Requesting Carrier with wholesale functionality relating to such Contract Services (e.g., DUF). For purposes of this Agreement, “**Contract Services**” shall mean those existing contracts under which Ameritech provides Telecommunications Services at retail to subscribers who are not Telecommunications Carriers and which provide (A) volume or term discounts which are available under Ameritech’s Retail Tariff(s) and catalogs (e.g., optional calling plans for usage) or (B) a unique, off-tariff rate for a Telecommunications Service with the same service description, cost structure and general terms and conditions as Ameritech’s Retail Tariff(s) and catalogs (e.g., local and toll usage). Contracts that include (x) special assemblies or other custom-designed arrangements designed to meet the specific needs and cost structure of serving a particular Customer or (y) services that are not made generally available to the public are not Contract Services.

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

10.3 Limitations on Availability of Resale Services.

The following limitations shall apply to Resale Services:

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

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

10.3.3 Each Party acknowledges that Resale Services shall be available to Requesting Carrier on the same basis (including the availability of features and facilities) as offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person to which Ameritech directly provides the Resale Services, including Ameritech’s retail Customers and other resellers of Ameritech’s Telecommunications Services.

10.4 Additional Charges for Resale Services.

10.4.1 In addition to the rates set forth at Item VI of the Pricing Schedule, Requesting Carrier shall pay Ameritech (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by Requesting Carrier, including channel charges, initial non-recurring charges and construction charges and (ii) the applicable non-discounted end user common line charge as set forth in F.C.C. No. 2, Section 4.

10.4.2 If the provision of any Resale Service requires construction, Requesting Carrier shall pay to Ameritech any applicable special construction charges. If special construction is required, the Parties shall mutually agree on the nature and manner of such special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Resale Service(s) in lieu of the intervals set forth on **Schedule 10.9.2**.

10.5 Restrictions on Resale Services.

10.5.1 To the extent provided by Applicable Law, including Section 357(2) of the Michigan Telecommunications Act, Requesting Carrier may not offer Resale Services that are made

available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from Ameritech.

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

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

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

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

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

10.5.6 Requesting Carrier's sale and its Customer's use of the Resale Services are subject to the same restrictions as Ameritech's provision to its retail Customers of such services, including, as applicable, those restrictions described in Ameritech's retail tariffs, the Ameritech catalog(s) and TCNet.

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

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

10.7 Operations Support Systems Functions. Ameritech shall provide Requesting Carrier nondiscriminatory access to, and Requesting Carrier shall use, all available Operations Support Systems functions for the pre-ordering, ordering, provisioning, maintenance, repair and billing of Resale Services.

10.8 Nondiscriminatory Provision of Resale Services.

10.8.1 Resale Services made available by Ameritech for resale hereunder and Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal

in quality to that provided by Ameritech to itself or to any subsidiary, Affiliate or any other person to which Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

10.8.2 Consistent with Requesting Carrier's forecasted volumes and subject to the terms and conditions of **Section 19.5**, Ameritech shall provision Resale Services with the same timeliness that such Resale Services are provisioned to Ameritech's subsidiaries, Affiliates, or other persons to whom Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

10.9 Branding.

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

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

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

The routing capabilities described above will be implemented according to the Implementation Plan. To the extent technically feasible, all direct routing capabilities described in this **Section 10.9.2** shall permit Requesting Carrier Customers to dial the same telephone numbers for Requesting Carrier Directory Assistance and Local Operator Service that similarly situated Ameritech Customers dial for reaching equivalent Ameritech services.

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

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

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

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

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

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

10.10 Primary Local Exchange and Interexchange Carrier Selections. The Parties will adhere to the requirements adopted by the Commission in Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.

10.11 Functionality Required To Support Resale Service.

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

10.11.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to Requesting Carrier's service, Ameritech will block the LEC-assigned telephone line calling card number (including area code) (“TLN”) from the Line Information Database (“LIDB”).

10.11.3 9-1-1 Services. Ameritech shall provide to Requesting Carrier, for Requesting Carrier Customers, 9-1-1 call routing to the appropriate PSAP. Ameritech shall provide and validate Requesting Carrier Customer information to the PSAP. Ameritech shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the Requesting Carrier Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 9-1-1 services. Any 9-1-1 surcharges assessed by a municipality on Resale Services provided to Requesting Carrier Customers shall be included by Ameritech on Requesting Carrier's invoice and Requesting Carrier agrees to pay Ameritech all such surcharges. Ameritech shall then be responsible for submitting to the applicable municipalities all surcharges collected from Requesting Carrier.

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

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

10.12 Service Functions.

10.12.1 Point of Contact for Requesting Carrier Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, Requesting Carrier shall be the primary point of contact for all Requesting Carrier Customers.
- (b) Customer Contact Employee Training. Ameritech shall provide training for all of its employees who may communicate, either by telephone or face-to-face, with Requesting Carrier Customers to assure that the requirements of this Agreement are met. Furthermore, the same quality standards that Ameritech requires of its employees when contacting an Ameritech Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with Requesting Carrier Customers.
- (c) Requests for Service Changes. When Ameritech provides installation on behalf of Requesting Carrier, Ameritech's representatives shall instruct a Requesting Carrier Customer to contact Requesting Carrier if such Customer requests a service change at the time of installation.
- (d) Neither Party shall make disparaging remarks about each other. Either Party may respond with accurate information in answering end user questions.

10.12.2 Operations Support Systems Functions — Provisioning.

- (a) Provisioning EI for Pre-Ordering, Ordering and Provisioning. Ameritech shall provide access to, and Requesting Carrier shall use, the electronic interface described in Ameritech's then-current Electronic Service Ordering Guide (the "**Provisioning EI**") for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering and provisioning functions associated with Requesting Carrier's order of Resale Services. The Provisioning EI will be administered through a gateway that will serve as a single point of contact for the transmission of such data and will provide the functionality described in Schedule 10.13.2.
- (b) Non-Electronic Orders. On or before March 31, 2000, Requesting Carrier shall establish the Provisioning EI so that it may submit all orders for Resale Services to Ameritech through such Provisioning EI. Ameritech shall have no obligation to accept or provision any Requesting Carrier Service Order that is not submitted through the Provisioning EI after March 31, 2000 (a "**Non-Electronic Order**") except if Requesting Carrier is unable to submit a Service Order through the Provisioning EI.
- (c) Pre-Ordering Functions. Requesting Carrier shall also use the Provisioning EI to access all of the other Operations Support Systems functions that are available through such Provisioning EI and which are described on Schedule 10.13.2 and/or made available to Requesting Carrier after the Effective Date.

- (d) Service Ordering and Provisioning. Service Orders will be placed by Requesting Carrier and provisioned by Ameritech in accordance with the procedures described in **Section 10.7**. Any Service Order activity resulting in PLEC changes will comply with the requirements of 47 C.F.R. § 64.1100 and **Section 10.11.1**.
- (e) Status Reports. After receipt and acceptance of a Service Order, Ameritech shall provide Requesting Carrier with service status notices on an exception basis.
- (f) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of a Requesting Carrier Customer's Resale Service, unless directed to do so by Requesting Carrier by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's PLEC to a carrier other than Requesting Carrier.

10.12.3 Operations Support Systems Functions — Maintenance.

- (a) Electronic Interface for Maintenance and Repair. Ameritech will provide access to, and Requesting Carrier shall use, an electronic interface (the "**Maintenance EI**") for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data.
- (b) Maintenance. Maintenance will be provided by Ameritech as set forth in the Implementation Plan and in accordance with the requirements set forth in **Sections 10.7** and **10.8** and **Schedule 10.13**.
- (c) Pre-Screening. Prior to referring troubles to Ameritech, Requesting Carrier shall complete the same prescreening guidelines with its Customers that Ameritech utilizes with its Customers; copies of which shall be provided by Ameritech to Requesting Carrier upon Requesting Carrier's request.

10.13 Responsibilities of Requesting.

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

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

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

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

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

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

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

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

10.15 Exchange of Billing Information.

10.15.1 Ameritech shall provide Requesting Carrier a specific Daily Usage File (“**DUF**”) for Resale Services provided hereunder (“**Customer Usage Data**”). Such Customer Usage Data shall be recorded by Ameritech in accordance with the Ameritech Electronic Billing System (AEBS) and EMR. The DUF shall include (i) specific daily usage, including both Local Traffic and IntraLATA Toll Traffic, in EMR format (if and where applicable) for each Resale Service to the extent that it is provided to Ameritech’s Customers on a usage sensitive basis and (ii) sufficient detail to enable Requesting Carrier to bill its Customers for Resale Services provided by Ameritech. Ameritech will provide to Requesting Carrier specifications in sufficient detail to enable Requesting Carrier to develop an interface to exchange Customer Usage Data with Ameritech. Procedures and processes for implementing the interface will be included in the Implementation Plan. Except as provided in **Section 10.16.4**, no other detailed billing shall be provided by Ameritech to Requesting Carrier.

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

10.15.3 Ancillary Services Traffic originated on or billed to a resold line shall be subject to the rates, terms and conditions of **Section 7.1**.

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

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

10.16 Use of Service.

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

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

The provisions described in this **Section 10.16.1** shall apply only to the specific affected Resale Services.

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

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

10.16.4 The Resale Services shall not be used in any manner that interferes with any other person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Services, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damages either Party's equipment or causes a malfunction of either Party's billing equipment.

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

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

10.17 Requests for Customer Proprietary Network Information

10.17.1 The Parties will follow the procedures for requesting Customer Proprietary Network Information (CPNI) as set forth in Schedule 10.17, and deliver to each other a representation of authorization in the form as set forth in Schedule 10.17 for requesting CPNI.

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

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

ARTICLE XII
COLLOCATION — SECTION 251(c)(6)

12.1 Access to Collocation.

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

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

12.2 Standard Collocation Offerings. Subject to **Section 12.1** and Requesting Carrier's compliance with applicable Collocation request, ordering and payment provisions of this Agreement, Ameritech shall provide Requesting Carrier access to the Standard Collocation Offerings described in this **Section 12.2**.

12.2.1 New Collocation shall be purchased under the rates, terms, and conditions specified in MPSC Tariff No. 20R, Part 23, Section 4, or as otherwise agreed to by the Parties.

12.4 Pricing. The rates charged to Requesting Carrier for Collocation are set forth at Item VII of the Pricing Schedule. The rates set forth at Item VII of the Pricing Schedule reflect only the standard Collocation methods and services described in this **Article XII**. Any request for additional methods or services consistent with this **Article XII** or Applicable Law, including any request for Americans with Disability Act construction, shall be provided on a case by case basis.

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

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

13.1 Provision of Local Number Portability. Each Party shall provide to the other Party, Local Number Portability in accordance with the requirements of the Act. For purposes of this Article XIII, “Party A” means the carrier from which a telephone number is ported, and “Party B” means the carrier to which a telephone number is ported.

13.2 Long Term Number Portability (“LNP) The Parties agree to provide LNP on a reciprocal basis using Location Routing Number (LRN) as the means to port and route calls to ported numbers in accordance with the FCC and Commission guidelines applicable to LNP.

13.3 Ordering and Provisioning LNP.

13.3.1 Ameritech shall provide access to, and Requesting Carrier shall use, the Provisioning EI described in Section 10.3.2(a) for the transfer and receipt of data necessary for the (i) retrieval of Customer Service Records (“CSR”) and (ii) ordering and provisioning of Ameritech-provided LNP.

13.3.2 Requesting Carrier shall establish the Provisioning EI on or before the March 31, 2000, so that it will submit all requests for CSRs and all orders for LNP through Ameritech’s Provisioning EI. Ameritech shall have no obligation to accept manual or faxed requests for CSRs or provision any manual or faxed LNP Orders except as set forth in Section 10.13.2(b).

13.3.3 Requesting Carrier shall accept and Ameritech shall submit, a facsimile for the transfer and receipt of data necessary for Ameritech to request and retrieve Requesting Carrier’s Customers’ CSRs and for the ordering and provisioning of Requesting Carrier-provided LNP. If, at any point, Requesting Carrier provides access to a Requesting Carrier Interface, within thirty (30) days thereafter, Requesting Carrier will provide Ameritech with the proper documentation regarding the functionality of RC EDI Interface, the EDI specifications, including mapping, and any training and support documentation necessary to utilize the EDI interface.

13.4 Customer Service Record (CSR).

13.4.1 Availability. Upon request, each Party will make available its Customers’ CSRs to the requesting Party. A CSR is available when a Party has obtained current authority from the Customer.

13.4.2 CSR Retrieval. Ameritech will deliver CSRs requested by Requesting Carrier in accordance with the terms and conditions including benchmarks established for a Request for Customer Service Record under the Average Response Time for OSS Pre-Order Interfaces set forth in the FCC Conditions. Requesting Carrier will deliver CSRs requested by Ameritech within twenty-four (24) hours of receipt of a request. Ameritech CSRs will be available through Ameritech's TCNet website pursuant to Ameritech's standard procedures for CLEC access to TCNet. In accordance with the change management process set forth in Paragraph 32 of the FCC Conditions, Ameritech may change access to its CSRs from the TCNet website to another electronic interface equal in performance to the TCNet.

13.4.3 CSR Data Elements. Each CSR provided must include, but is not limited to, the following information:

- a) Customer Account Name;
- b) Customer Account Telephone Number(s);
- c) Customer Listing information;
- d) Customer billing information;
- e) Customer services and equipment to enable a determination of what types of service the Customer has;
- f) Customer Circuit information;
- g) Customer PIC and 2PIC carrier identification; and
- h) Any other information describing, but not limited to, the types of service offered to the Customer, the Customer premise equipment, billing options, or payment plans.

13.4.4 CSR Coding. In the event a Party uses non-English or TC specific coding for CSR information, such Party must provide a glossary describing all terms on the CSR.

13.5 Other Number Portability Provisions.

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

13.5.2 Neither Party shall be required to provide LNP for non-geographic services (e.g., 500 and 900 NPAs, 976 NXX number services, FX Service, coin telephone numbers and mass calling NXXs) under this Agreement.

13.5.3 Ameritech and Requesting Carrier will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed on a nondiscriminatory basis.

13.5.4 Party A may cancel any line based calling cards associated with ported or disconnected numbers.

13.5.5 Each Party will be responsible for updating information in the Line Information Database (LIDB).

13.5.6 To obtain LNP, a Customer must remain within the same rate center or rate district, whichever is a smaller geographic area.

13.5.7 Each Party will be responsible for providing information on ported numbers to the ALI database for 911 service. Each Party agrees to utilize the unlock and migrate process in order to provide uninterrupted 911 service to the Customer.

13.5.8 Each Party will provide 911 trunking for each NPA-NXX in which it has ported numbers.

13.5.9 Each Party will offer both coordinated and non-coordinated cutovers to the other Party. Any coordinated cutovers requested by a Party outside the cutover window of normal business hours, Monday through Saturday, 8:00 a.m. to 8:00 p.m. ES/DT will be subject to overtime and time and material charges. Additionally, if after the Effective Date Ameritech offers a Ten Digit Trigger, Ameritech will charge for all Requesting Carrier initiated coordinated cutovers for LNP.

13.5.10 In the event the Requesting Carrier does not provide the subscription verification to the Number Portability Administration Center (NPAC) within the T-1 and T-2 timers defined in the NPAC requirements and Ameritech's subscription is cancelled, Requesting Carrier will be considered not to have submitted a valid order and will have to submit a revision to change the Due Date on the order.

13.5.11 Each Party will be responsible for testing its own network prior to reporting trouble to the other Party. In the event that a trouble is reported to Party B by Party A and the trouble is found not to be within Party B's network, Party B will charge Party A its then-current time and material charges for the resolution of the trouble.

13.5.12 Requesting Carrier must have ordered, implemented, tested and turned up interconnection trunks prior to ordering LNP from Ameritech.

13.5.13 Once a number has been ported from a Party, such Party will no longer be responsible for payment of Reciprocal Compensation for any calls originated from that number.

13.5.14 Ameritech will charge Requesting Carrier for any supplemental or different versions of an original order submitted to Ameritech unless such supplemental order is the result of an Ameritech system failure. Additionally, Ameritech will also charge Requesting Carrier for orders submitted that are subsequently cancelled unless such cancelled orders are the result of an Ameritech system failure.

13.5.15 In the event that Ameritech has begun, partially completed, or fully completed a conversion for LNP and Requesting Carrier asks that Ameritech restore service back to Ameritech's network, Ameritech will charge Requesting Carrier on a time and materials basis for restoring service. Additionally, Requesting Carrier shall cooperate with Ameritech to restore the service. Notwithstanding the above, no charges will apply if Requesting Carrier must ask that Ameritech restore service back to Ameritech's network due to Ameritech's failure to complete a port or Ameritech system failures related to pending ports.

13.5.16 Ameritech will disconnect all directory listing and advertising associated with ported or disconnected numbers.

13.6 LNP Conversion Dispute.

13.6.1 In the event that either Party ports a Customer's telephone number without such Customer's knowledge or proper authorization, the Party making the unauthorized port will be charged the Unauthorized Switching charge described in **the Commission order in Case No. U-11900, issued July 11, 2001, or any subsequent Commission order modifying that decision**. The Parties also will cooperate to switch the service back to the Party originally providing service to the Customer in a expedient a manner as requested by the other Party, notwithstanding normal LNP

intervals. Additionally Ameritech will provide evidence and statistics regarding these incidents to appropriate regulatory bodies including the FCC or the Commission.

13.6.2 If any disputes should occur concerning LNP conversion, the Parties will handle the disputes in accordance with the dispute resolution procedures described in **Section 10.11.2**.

13.7 Pricing for LNP.

Ameritech will recover its costs associated with LNP via the Customer surcharge and LNP query services as specified in the FCC's Third Report and Order on Telephone Number Portability. Requesting Carrier agrees not to charge Ameritech, nor any Ameritech Affiliate, subsidiary or Customer for recovery of Requesting Carrier's costs associated with LNP.

13.8 NXX Migration. Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of any NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive serve from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned (or subsequently reassigned, in the case of subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to standard industry lead-times for movements of NXXs from one switch to another.

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

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

ARTICLE XV DIRECTORY LISTINGS

15.1 Directory Listings For Requesting Carrier Customers. Ameritech shall cause the Publisher to include Primary Listings of Requesting Carrier's Customers ("Requesting Carrier Directory Customers") in Publisher's White Pages Directories under the following terms and conditions:

15.1.1 Ameritech will publish Requesting Carrier Directory Customer's primary white page listing at no charge provided that the Requesting Carrier's Customer's listing NPA/NXX and service address falls within an identifiable Ameritech exchange.

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

15.1.3 Publisher shall provide Requesting Carrier with a copy of Primary Listings prior to publication in such a form and format as may be mutually agreed.

15.1.4 Ameritech or its Publisher must receive all Primary Listings of Requesting Carrier Directory Customers prior to the service order close date for the directory in which those listings are to appear.

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

15.1.6 Nothing in this Agreement shall restrict Ameritech or its Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories.

15.1.7 Publisher shall include, in the customer information section of each White Pages Directory, information about Requesting Carrier's services, including addresses and telephone numbers for Requesting Carrier's Customer Service. Such information shall appear in the same manner as such information appears for Ameritech and other LECs. The charge, if any, for the listing of such information will be calculated on the same basis as the charges, if any, paid by Ameritech for similar listings.

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

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

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

15.2.3 Requesting Carrier will cooperate with Ameritech or its Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of Requesting Carrier's Listing Updates to Ameritech. Mechanization will be completed by the earlier of (i) six (6) months after the Service Start Date or (ii) upon Requesting Carrier providing Ameritech two hundred (200) listing updates per day.

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

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

15.2.5 Publisher shall provide initial and secondary delivery of appropriate White Page Directories for resale Customers of Requesting Carrier on the same basis as Publisher delivers White Page Directories to Ameritech's retail Customers.

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

ARTICLE XVI
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FACILITIES —
SECTIONS 251(b)(4) AND 224 OF THE ACT AND SECTION 361 OF THE MICHIGAN
TELECOMMUNICATIONS ACT (M.C.L. §484.2361)

16.1 Structure Availability.

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

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

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

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

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

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

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

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

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

16.4 Installation and Maintenance. Requesting Carrier shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by Ameritech or by other attaching parties. Work performed by Requesting Carrier on, in or about Ameritech’s Structures shall be performed by properly trained,

competent workmen skilled in the trade. Ameritech will specify the location on the Structure where Requesting Carrier's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. Requesting Carrier shall construct each Attachment in conformance with the permit issued by Ameritech for such Attachment. Other than routine maintenance and service wire Attachments, Requesting Carrier shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefor. Requesting Carrier shall provide Ameritech with notice before entering any Structure for construction or maintenance purposes.

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

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

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

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

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

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

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

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

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

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

Ameritech discovers that Requesting Carrier has placed an Attachment on Ameritech's Structure without a valid permit, Ameritech shall notify Requesting Carrier of the existence of such unauthorized Attachment and Requesting Carrier shall pay to Ameritech within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to five (5) times the annual attachment fee for such unauthorized Attachment. If Requesting Carrier fails to pay the unauthorized Attachment fee within the foregoing period, Ameritech shall have the right to remove such unauthorized Attachment from Ameritech's Structure at Requesting Carrier's expense.

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

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

16.17 Charges. Ameritech's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act and in compliance with Section 361 of the Michigan Telecommunications Act (M.C.L. §484.2361) and applicable Commission rules, regulations and orders thereunder. Prior to the establishment of such rates, the initial charges applicable to Structure hereunder shall be as set forth at Item VIII of the Pricing Schedule. Ameritech reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, Ameritech reserves the right to price on a case-by-case basis any extraordinary Attachment to Structure. An "extraordinary Attachment" is any Attachment to Structure that is not typical of Attachments commonly made to Structure and that impacts the usability of the Structure in excess of a typical Attachment or that presents greater than typical engineering, reliability or safety concerns to other attaching parties or users of the Structure. A deposit shall be required from Requesting Carrier for map preparation, field surveys and Make-Ready Work.

16.18 Nondiscrimination. Except as otherwise permitted by Applicable Law, access to Ameritech-owned or -controlled Structure under this **Article XVI** shall be provided to Requesting Carrier on a basis that is nondiscriminatory to that which Ameritech provides its Structure to itself, its Affiliates, Customers, or any other person.

16.19 Interconnection.

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

16.19.2 Except where required herein, requests by Requesting Carrier for interconnection of Requesting Carrier's Attachments in or on Ameritech Structure with the Attachments of other attaching parties in or on Ameritech Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this **Article XVI** for reasons of

Insufficient Capacity, safety, reliability and engineering. Ameritech will provide a written response to Requesting Carrier's request within forty-five (45) days of Ameritech's receipt of such request.

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

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

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

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

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

ARTICLE XVII
REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from Ameritech to Requesting Carrier, or from Requesting Carrier to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement (“**Referral Announcement**”) on the abandoned telephone number which provides details on the Customer’s new number. Referral Announcements shall be provided by a Party to the other Party for the period specified in Michigan Administrative Rule 484.134 and at the rates set forth in the first Party’s tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

ARTICLE XVIII
IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN

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

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

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

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

- (1) A Plan as provided in Section 18.2;
- (2) Access to all necessary OSS functions, including interfaces and gateways;
- (3) Escalation procedures for ordering, provisioning and maintenance;
- (4) Single points of contact for ordering, provisioning and maintenance;

- (5) Service ordering, provisioning and maintenance procedures, including provision of the trunks and facilities;
- (6) Procedures and processes for Directories and Directory Listings;
- (7) Training and the charges associated therewith;
- (9) Guidelines for administering access to Ameritech's Structure.

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

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

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

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

ARTICLE XIX
GENERAL RESPONSIBILITIES OF THE PARTIES

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

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

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

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

19.5 Forecasting Requirements.

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

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

Parties agree that each forecast provided under this **Section 19.5.2** shall be deemed “**Proprietary Information**” under **Article XX**.

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

19.7 Traffic Management and Network Harm.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XX
PROPRIETARY INFORMATION

20.1 Definition of Proprietary Information.

20.1.1 **“Proprietary Information”** means:

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

20.1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as “confidential,” “proprietary,” or other similar designation. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable.

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

20.2 Disclosure and Use.

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

- (a) all Proprietary Information communicated, whether before, on or after the Effective Date, to it or any of its contractors, consultants or agents (**“Representatives”**) in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own

confidential information; provided that such Receiving Party or Representative shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

- (b) it will not, and it will not permit any of its employees, Affiliates or Representatives to disclose such Proprietary Information to any third person;
- (c) it will disclose Proprietary Information only to those of its employees, Affiliates and Representatives who have a need for it in connection with the use or provision of services required to fulfill this Agreement; and
- (d) it will, and will cause each of its employees, Affiliates and Representatives to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

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

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

20.2.4 This **Section 20.2** shall not apply to any Proprietary Information which has:

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

- (e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with **Section 20.3**.

20.3 Government Disclosure.

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

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

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

20.4 Ownership.

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

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

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

ARTICLE XXI
TERM AND TERMINATION

21.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for three years (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1)-year periods (each, a “**Renewal Term**”; “**Renewal Term**” and “**Initial Term**” sometimes collectively referred to herein as the “**Term**”) unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

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

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

21.4 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to undisputed payment for all services performed and undisputed expenses accrued or incurred prior to such expiration or termination. Disputed payments or expenses shall be handled in accordance with the disputes resolution procedures set forth herein notwithstanding termination or expiration.

**ARTICLE XXII
REPRESENTATIONS AND WARRANTIES**

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

**ARTICLE XXIII
SEVERABILITY**

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

**ARTICLE XXIV
INDEMNIFICATION**

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

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

24.2 Limitation on Liquidated Damages. Notwithstanding anything to the contrary contained herein, in no event shall an Indemnifying Party have an obligation to indemnify, defend,

hold the Indemnified Party harmless or reimburse the Indemnified Party or its Customers for any Loss arising out of a Claim for liquidated damages asserted against such Indemnified Party.

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

**ARTICLE XXV
LIMITATION OF LIABILITY**

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

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

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

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

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

judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person.

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

**ARTICLE XXVI
BILLING**

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

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

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

26.4 Late Payment Charges. If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by either Party after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party as of the Bill Due Date (individually and collectively, “**Past Due**”), then a late payment charge may be assessed; provided, however, Ameritech’s billing system will automatically access late payment charges and will refund such charges when appropriate. Past Due amounts shall accrue interest as provided in **Section 26.6**. Any late payment charges assessed on Disputed Amounts shall be paid or credited, as the case may be, as provided in **Section 27.2.2**.

26.5 Adjustments.

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

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

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

ARTICLE XXVII
AUDIT RIGHTS, DISPUTED AMOUNTS
AND DISPUTE RESOLUTION

27.1 Audit Rights.

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

27.1.2 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party’s bills. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the independent auditor. Audited Party may redact from the books, records and other documents provided to the independent auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

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

Charges for which Customer Usage Data was not furnished by Ameritech to Requesting Carrier within ten (10) months of the date such usage was incurred.

27.1.4 Audits shall be at Auditing Party's expense, subject to reimbursement by Audited Party in the event that an audit finds, and the Parties subsequently verify, adjustment in the charges or in any invoice paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the audited services during the period covered by the audit.

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

27.2 Disputed Amounts.

27.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts that total \$100,000 or more in a month into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. For example, if the disputed amount in a month is \$75,000 the Party does not place such amount into escrow and if the disputed amount is \$101,000 in a month, the entire amount will be placed in escrow. Notwithstanding the foregoing, except as provided in Section 27.1, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

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

27.2.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the

Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Disputed Amounts and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Disputed Amounts and negotiate in good faith in an effort to resolve such Disputed Amounts. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

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

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

27.3 Failure to Pay Undisputed Amounts. Notwithstanding anything to the contrary contained herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) give written notice to the Billing Party of the specific details and reasons for disputing amounts, (iii) pay any revised deposit or (iv) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

- (a) assess a late payment charge and where appropriate, a dishonored check charge;
- (b) require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;
- (c) refuse to accept new orders; and/or
- (d) upon Commission approval, refuse to complete pending orders or discontinue service.

Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of (i) any of the above options shall not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date and (ii) subsections (c) and (d) above shall exclude any affected order or service from any applicable performance interval or Performance Benchmark. Once disconnection has occurred, additional charges may apply.

27.4 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "**Dispute**") arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 27.4**. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint within five (5) Business Days after a Party's receipt of

such request a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, either Party may seek any relief it is entitled to under Applicable Law. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any Requesting Carrier Customer or Ameritech Customer.

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

ARTICLE XXVIII REGULATORY APPROVAL

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

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

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

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

**ARTICLE XXIX
MISCELLANEOUS**

29.1 Authorization.

29.1.1 Ameritech Services, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services, a division of Ameritech Services, Inc., has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of and as agent for Ameritech Michigan.

29.1.2 Requesting Carrier 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. Requesting Carrier represents and warrants to Ameritech that it has been or will be certified as an LEC by the Commission prior to submitting any orders hereunder and is or will be authorized to provide in the State of Michigan the services contemplated hereunder prior to submission of orders for such service.

29.2 Designation of Affiliate. Each Party may without the consent of the other Party but upon thirty (30) days' prior written notice fulfill its obligations under this Agreement by itself or may cause its Affiliates to take some or all of such actions to fulfill such obligations. Upon such designation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such designation shall not relieve the designating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance hereunder of such Party's obligations. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

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

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

29.5 Force Majeure. No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major

environmental disturbances, or unusually severe weather conditions (individually or collectively, a “**Force Majeure Event**”) or delays caused by the other Party or any other circumstances beyond the Party’s reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party’s obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. In the event of a labor dispute or strike, the Parties agree to provide service to each other on a non-discriminatory basis.

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

29.7 Taxes.

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

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

29.8 Non-Assignment.

- (a) Requesting Carrier may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of Ameritech; provided that Requesting Carrier may assign or transfer this Agreement to its Affiliate by providing prior written notice to Ameritech of such assignment or transfer;

provided, further, that such assignment is not inconsistent with Applicable Law (including, the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, Requesting Carrier may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to an agreement with Ameritech under Sections 251/252 of the Act unless such affiliate elects in a written notice to Ameritech to terminate its existing agreement. Any attempted assignment or transfer that is not permitted is void ab initio.

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

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

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

To Requesting Carrier:

Comcast
29777 Telegraph Road, Suite 4400B
Southfield, Michigan 48034
Attn: Timothy P. Collins Vice President, Telephone
Facsimile: 248-233-6721

with a copies to:

Comcast Telecommunications of Michigan, LLC
29777 Telegraph Road, Suite 4400B
Southfield, Michigan 48034
Attn: Jon Kreucher/Shannon VanSach Vice President/Paralegal, Regulatory Affairs
Facsimile: 248-233-4875

Comcast Telecommunications of Michigan, LLC
38260 Executive Drive North
Westland, Michigan 48185
Attn: Mike Drinski
Facsimile: 734-331-3599

To SBC/Ameritech:

Contract Administration
ATTN: Notices Manager
311 S. Akard, 9th Floor
Four SBC Plaza
Dallas, TX 75202-5398
Facsimile: 214-464-2006

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

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

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

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

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

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

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

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

29.18 Performance Measures. The Parties acknowledge that the performance measurements set forth in MPSC Docket No. U-11830, as amended from time to time, will apply to this Agreement.

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

29.20 Intervening Law. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) or *Ameritech v. FCC*, 526 U.S. 1142 (1999), upon the written request of either Party, the Parties shall

expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, Telco does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt, on a date specified by Telco, the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

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

Comcast Telecommunications of Michigan, LLC

***Michigan Bell Telephone Company d/b/a Ameritech Michigan, by SBC Telecommunications, Inc., its authorized agent**

By: _____

By: _____

Printed: Timothy P. Collins

Printed: _____

Title: Vice President Telphony

Title: President – Industry Markets

Date: _____

Date: _____

*It is SBC Ameritech Michigan’s contention that this Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by SBC Ameritech Michigan, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a “Non-Voluntary Arrangement”). SBC Ameritech Michigan has designated in ***bold-faced, underlined, and italicized type*** some, but not all, of what it believes to be Non-Voluntary Arrangements in this Agreement, in order to facilitate its own internal record-keeping and to inform third parties who come into possession of this Agreement that SBC Ameritech Michigan believes such provisions to be Non-Voluntary Arrangements that are not or may not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. SBC Ameritech Michigan’s failure to specifically identify any provision in this Agreement that is in fact a Non-Voluntary Arrangement does not constitute a waiver of SBC Ameritech Michigan’s right to assert that such provision is a Non-Voluntary Arrangement.

Comcast Telecommunications of Michigan, LLC’s consent to permit SBC Ameritech Michigan to designate what SBC Ameritech Michigan believes to be Non-Voluntary Arrangements in this Agreement does not constitute agreement with SBC Ameritech Michigan that such provisions were arrived at without the voluntary agreement of SBC Ameritech Michigan or Comcast Telecommunications of Michigan, LLC’s agreement that SBC Ameritech Michigan’s view of the legal consequence of a provision being a Non-Voluntary Arrangement is correct. Comcast Telecommunications of Michigan, LLC expressly reserves its right to challenge SBC Ameritech Michigan’s designation of any and all provisions of this agreement as Non-Voluntary Arrangements and the availability of such provisions under Section 252(i) of the Act and the conditions of SBC’s merger with

Ameritech.

COMCAST TELECOMMUNICATIONS OF MICHIGAN, LLC PRICING SCHEDULE -- MICHIGAN^{1/}	
ITEM I -- Emergency Number Service Access (ENSA)	
See Exhibit PS-I	
ITEM II -- Reciprocal Compensation	
A. End Office Local Termination	
-Set-Up	\$0.001885
-Duration	\$0.000605
B. Tandem Switching	
-Set-Up	\$0.000131
-Duration	\$0.000234
C. Tandem Transport Termination	
-Set-Up	\$0.000087
-Duration	\$0.000156
D. Tandem Transport Facility Mileage	
	\$0.000022
ITEM III -- Information Services Traffic	
Information Services Billing and Collection:	\$0.021574
ITEM IV -- BLV/BLVI Traffic	
A. Busy Line Verification (BLV):	Service is no longer offered
B. Busy Line Verification Interrupt (BLV): (in addition to BLV charge)	Service is no longer offered

^{1/}Pursuant to footnote 1 of the prior Pricing Schedule, certain of the rates, charges and prices contained in this Pricing Schedule have been established by the Commission pursuant to its prior orders and are effective in accordance with the applicable current tariff effective dates. Notwithstanding anything to the contrary in this Agreement, including Section 29.3, if the Commission, a court or other tribunal of competent jurisdiction issues an order or decision modifying the Commission's orders in MPSC Case No. U-11831 establishing rates, charges and prices (a "Modifying Order"), either party shall, upon written notice to the other Party, have the right to require that this Agreement be amended to reflect such Modifying Order and such amended or new rates, charges or prices shall be effected as if such rates, charges and prices were originally effective in accordance with the applicable current tariff effective dates. Further, if during the Term the Commission or the FCC changes a rate, price or change in an order or docket that generally applies to the products and services available.

ITEM V -- Unbundled Network Elements

A. Unbundled Loop Rates			
1. Recurring Rates			
	Monthly Rates Access Area ^{2/}		
	A	B	C
2-Wire Analog			
Basic	\$8.47	\$8.73	\$12.54
Ground Start	\$9.04	\$9.46	\$13.20
Electronic Key Line	\$8.58	\$8.86	\$12.65
4-Wire Analog			
Digital			
ISDN	\$10.29	\$11.17	\$14.89
4-wire 64 Kbps	\$60.29	\$60.24	\$60.06
4-wire 1.544 Mbps	\$34.66	\$41.57	\$47.26
2-wire ADSL/HDSL Compatible	\$10.26	\$11.29	\$14.17
4-wire HDSL Compatible	\$20.43	\$22.48	\$28.21
Cross-Connect Charge (additional, per cross-connect):			
	Non-Recurring / Recurring		
2-wire	-	/	\$0.13
4-wire	-	/	\$0.25
6-wire	-	/	\$0.38
8-wire	-	/	\$0.5
DS1	-	/	\$0.27
DS3	-	/	\$1.15
Service Coordination Fee, Per Carrier Bill, per Switch	-	/	\$0.84

2. Non-Recurring Rates	
Analog Loop	Non-Recurring Charge
Service Ordering Charges ^{3/}	
Installation, per occasion, per location	\$3.16
^{2/} "Access Area" is defined in Ameritech's applicable tariffs for business and residential Exchange Line Services.	
^{3/} The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.	
Disconnect, per occasion, per location	\$1.54
Subsequent, per occasion	\$3.02
Record Work, per occasion	\$1.86
Loop Connection Charge, per termination ^{4/}	\$17.82
Loop Disconnection Charge, per termination	\$5.85
B. NID ^{5/}	
No Charge	
C. Switching	
NRC Install / NRC Disconnect / Monthly	
1. Unbundled Local Switching	
(a) Custom Routing - - per new LCC, per switch	\$225.97 / -
per new Network Routing, per route, per switch	\$14.03 / -
(b) ULS Ports	
- Basic Line Port, per Port	\$11.89 / \$6.63 / \$2.53
- Ground Start Line Port, per port	\$11.89 / \$6.63 / \$2.53
- ISDN Direct Port per port	\$40.72 / \$21.78 / \$8.19
- ISDN Direct Port per telephone number	- / \$0.03
- DID Trunk Port per port	\$11.89 / \$6.63 / \$20.62
- DID Trunk Port per telephone number	- / \$0.03
- DID Trunk Port add/rearrange each termination	\$14.03 / \$8.13 / -
NRC Install / NRC Disconnect / Monthly	
- ISDN Prime Trunk Port per port	\$40.72 / \$21.78 / \$159.60
- ISDN Prime Trunk Port per telephone number	- / \$0.03

- ISDN Prime Trunk Port add/rearrange channels	\$14.03 / \$8.13 / -
- Digital Trunking Trunk Port, per port	\$40.72 / \$21.78 / \$155.50
- Custom Routing Port, per port	\$309.24 / -
- Custom Routing Port, per individual trunk termination	- / \$99.83
⁴ The Line Connection Charge applies to each Loop.	
⁵ Access to Network Interface Device for Accessing Customer Premises Wiring (Inside Wire).	
- Centrex Basic Line Port, per port	\$11.89 / \$6.63 / \$2.53
- Centrex ISDN Line Port, per port	\$40.72 / \$21.78 / \$8.19
- Centrex EKL Line Port, per port	\$40.72 / \$21.78 / \$5.52
- Centrex Attendant Console Line Port, per port	\$40.72 / \$21.78 / \$6.39
(c) Centrex System Charges	
- System Features, per common block	- / \$354.86
- Common Block establishment, each	\$80.04 / \$62.08 / -
- System features change or arrangement, per feature, per occasion	\$66.91 / -
- System feature activation, per feature, per occasion	\$210.62 / \$64.65 / -
(d) Service Charges	
Service Ordering Charges	
- <u>Initial</u> Line port, per occasion	\$3.02 / \$1.54 / -
- <u>Initial</u> Trunk port, per occasion	\$64.01 / \$39.57 / -
- <u>Subsequent</u> per occasion	\$3.18 / / -
- Record Order per occasion	\$1.86 / / -
	NRC Install / NRC Disconnect / Monthly
Conversion Charge	
- change from one type of line-port to another, - per each changed	\$ 11.89 / -
Ameritech Cross-Connection Services, per carrier transport facility, - 2-Wire (Line port), each	- / \$0.13
- DS1 (trunk port) (each individual trunk)	- / \$0.27

(e) Service Coordination Fee - per carrier bill, per switch.	- / \$0.84
(f) Subsequent Training - per Company person, per hour	\$81.01 / -
(g) ULS Usage - Billing Development	\$163.82
- Per minute of use or fraction thereafter	- / \$0.001192
- Daily Usage Feed per message	- / \$0.000672
2. Unbundled Tandem Switching	
Tandem Trunk (DS1), including features	- / \$152.83
Service Order Charges	\$45.97 / \$45.51 / -
Cross-Connect Charge, per DS1	- / \$0.27
Subsequent Changes	\$14.03 / \$8.13 / -
	Per Minute
Usage Without Tandem Trunks	\$0.001058
D. Dedicated Interoffice Transmission Facility	
1. DS1 Rates	
	NRC Install / NRC Disconnect / Monthly
Entrance Facility Per point of termination Terminating Bit Rate 1.544 Mbps	
Zone 1	/ / \$34.66
Zone 2	/ / \$41.57
Zone 3	/ / \$47.26
Interoffice Mileage Termination Per point of Termination 1.544 Mbps	
Zone 1	/ / \$10.06
Zone 2	/ / \$10.06
Zone 3	/ / \$10.06
	NRC Install / NRC Disconnect / Monthly
Interoffice Mileage Per Mile 1.544 Mbps	

Zone 1	/ / \$0.36
Zone 2	/ / \$0.36
Zone 3	/ / \$0.36
Optional Features and Functions Clear Channel Capability Per 1.544 Mbps Circuit Arrange	
Zone 1	\$158.00 / \$6.65 /
Zone 2	\$158.00 / \$6.65 /
Zone 3	\$158.00 / \$6.65 /
Interconnection Central Office Multiplexing DS1 to Voice/Base Rate/ 128.0,256.0,384.0 Kbps Transport	
Zone 1	/ / \$178.18
Zone 2	/ / \$178.18
Zone 3	/ / \$178.18
2. DS3 Rates Entrance Facility, per Point of Termination DS3 with Electrical Interface Per Termination	
Zone 1	/ / \$114.33
Zone 2	/ / \$117.09
Zone 3	/ / \$118.25
Interoffice Mileage Termination Per Point of Termination	
Zone 1	/ / \$53.73
Zone 2	/ / \$53.73
Zone 3	/ / \$53.73
Interoffice Mileage Per Mile	
Zone 1	/ / \$9.87
Zone 2	/ / \$9.87
Zone 3	/ / \$9.87
	NRC Install / NRC Disconnect / Monthly
optional Features and Functions Interconnection - Central Office Multiplexing, Per Arrangement DS3 to DS1	
Zone 1	/ / \$262.31

Zone 2	/	/	\$262.31
Zone 3	/	/	\$262.31
3. OC-3 Rates			
Entrance Facility, per point of termination Terminating Bit Rate 155.52 Mbps	/	/	\$411.35
Interoffice Mileage Termination, per point of mileage termination 155.52 Mbps	/	/	\$203.01
Interoffice Mileage, per mile 155.52	/	/	\$29.63
optional Features and Functions			
OC-3 Add/Drop Multiplexing, per arrangement	/	/	\$268.79
Add/Drop Function			
Per DS3 Add or Drop	/	/	\$33.08
Per DS1 Add or Drop	/	/	\$3.83
1+1 Protection, per OC-3 Entrance Facility	\$0.00		
1+1 Protection with Cable Survivability, per OC-3 Entrance Facility	\$1552.98	/	\$0.00
Cross-Connect of Services OC-3 to OC-3 Cross-Connect, per circuit	\$0.88		
1+1 Protection with Route Survivability			
(1) Per OC-3 Entrance Facility	Apply 1+1 Protection, per OC-3 Entrance Facility Rates and Charges as specified above plus (2) below		
(2) Per Quarter Route Mile	/	/	\$2.15
4. OC-12 Rates			
Entrance Facility	Per point of		
termination			
Terminating Bit Rate 622.08 Mbps	/	/	\$999.31
Interoffice Mileage Termination, per point of mileage termination 622.08 Mbps	/	/	\$508.09
Interoffice Mileage, per mile 622.08 Mbps	/	/	\$54.59
Optional Features and Function			
OC-12 Add/Drop Multiplexing, per arrangement	/	/	\$501.51
	NRC Install / NRC Disconnect / Monthly		

Add/Drop Function	
Per OC-3 Add or Drop	/ / \$44.85
Per DS3 Add or Drop	/ / \$14.32
Cross-Connection of Services OC-12 to OC-12 Cross-Connect, per circuit	/ / \$0.88
1+1 Protection, per OC-12 Entrance Facility	\$0.00
1+1 Protection with Cable Survivability, per OC-12 entrance Facility	\$1,552.98 / / \$0.00
1+1 Protection with Route Survivability	
(1) Per OC-12 Entrance Facility	Apply 1+1 Protection, per OC-12 Entrance Facility Rates and Charges as specified above plus (2) below
(2) Per Quarter Route Mile	/ / \$2.64
5. OC - 48 Rates	
Entrance Facility, per point of termination Terminating Bit Rate 2488.32 Mbps	/ / \$2669.81
Interoffice Mileage Termination, per point of mileage termination 2488.32 Mbps	/ / \$1337.29
Interoffice Mileage, per mile 2488.32 Mbps	/ / \$218.39
Optional Features and Functions	
OC-48 Add/Drop Multiplexing, per arrangement (not to exceed 12 DS3s or equivalent)	/ / \$264.88
Add/Drop Function	
Per OC-12 Add or Drop	/ / \$153.29
Per OC-3 Add or Drop	/ / \$44.85
Per DS3 Add or Drop	/ / \$12.73
Cross-Connection of Services OC-48 to OC-48 Cross-Connect, per circuit	/ / \$0.88
1+1 Protection, per OC-48 Entrance Facility	\$0.00
1+1 Protection with Cable Survivability, per OC-48 entrance facility	\$1,552.98 / / \$0.00
1+1 Protection with Route Survivability	
	Apply 1+1 Protection, per OC-48 Entrance Facility Rates and Charges as specified above plus (2) below

(1) Per OC-48 Entrance Facility Channel	
(2) Per Quarter Route Mile	/ / \$10.57
6. Installation and Rearrangement Charges	Administrative Charge, per order Installation/Disconnect
DS1 Service 1.544 Mbps	
Zone 1	\$136.82 / \$74.33
Zone 2	\$136.82 / \$74.33
Zone 3	\$136.82 / \$74.33
DS3 Service 44.736 Mbps	
Zone 1	\$120.93 / \$78.65
Zone 2	\$120.93 / \$78.65
Zone 3	\$120.93 / \$78.65
OC-3 Service 155.52 Mbps	\$76.37 / \$19.66
OC-12 Service 622.08 Mbps	\$76.37 / \$19.66
OC-48 Services 2488.32 Mbps	\$76.37 / \$19.66
	Design & Central Office Connection Charge, per circuit Installation/Disconnect
DS1 Service 1.544 Mbps	
Zone 1	\$339.17 / \$34.41
Zone 2	\$339.17 / \$34.41
Zone 3	\$339.17 / \$34.41
DS3 Service 44.736 Mbps	
Zone 1	\$464.19 / \$103.83
Zone 2	\$464.19 / \$103.83
Zone 3	\$464.19 / \$103.83
OC-3 Service 155.52 Mbps	\$507.08 / \$4.99
OC-12 Service 622.08 Mbps	\$507.08 / \$4.99
OC-48 Services 2488.32 Mbps	\$507.08 / \$4.99

	Carrier Connection Charge, per termination Installation/Disconnect
DS1 Service 1.544 Mbps	
Zone 1	\$209.19 / \$75.01
Zone 2	\$209.19 / \$75.01
Zone 3	\$209.19 / \$75.01
DS3 Service 44.736 Mbps	
Zone 1	\$129.24 / \$51.13
Zone 2	\$129.24 / \$51.13
Zone 3	\$129.24 / \$51.13
OC-3 Service 155.52 Mbps	\$474.40 / \$0.00
OC-12 Service 622.08 Mbps	\$474.40 / \$0.00
OC-48 Services 2488.32 Mbps	\$474.40 / \$0.00
E. Shared Interoffice Transmission Facilities	
<p>The rates, charges and prices for Shared Interoffice Transmission Facilities are the following elements set forth in F.C.C. Tariff No. 2 Sections 6.1.3. and 6.9.1 (I) Tandem-Switched Termination per Access Minute per Mile. To the extent that Requesting Carrier also purchases Tandem Switching, Requesting Carrier shall compensate Ameritech for such Tandem Switching at the applicable rates set forth on Item V (C) (2) of the Pricing Schedule in addition to any applicable charges for Shared Interoffice Transmission Facilities.</p>	
F. Transiting (local and interLATA toll):	USAGE
Tandem Switching per minute	\$0.004985
Tandem Transport per minute	\$0.000156
Tandem Transport Facility per minute	\$0.000036
G. Signaling Networks and Call Related Databases	Non-Recurring/ Disconnect/ Monthly

1. Signaling Networks (signal Links as per MPSC No. 21, Part 8)	
Signal Transfer Point, per port	\$879.58 / \$134.45 / \$235.73
Originating Point Code, per service added or changed, per STP installation	\$25.98 / -
Global Title Address Translation, per service added or changed, per STP installation	\$12.29 /
	USAGE
Signal Switching, per IAM message	\$0.000073
Signal Switching, per TCAP message	\$0.000056
Signal Transport, per IAM message	\$0.000051
Signal Transport, per TCAP message	\$0.000034
Signal Formulation, per IAM message	\$0.000229
Signal Formulation, per TCAP message	\$0.000118
Signal Tandem Switching, per IAM message	\$0.000123
	Per Query
2. Call-Related Databases	
800 Service	
Database Query Using Ameritech - Provided Facilities	
- 800DB Call-Routing Query	\$0.000931
	Per Query
- 800DB Routing Options Query	\$0.000036
Local STP Databases Query Utilizing Requesting Carrier Provided Facilities between the Requesting Carrier's Switch and Ameritech's	
STP and Ameritech Provided Facilities between Ameritech's STP Ameritech's Regional STP	
	Usage
-800DB Carrier-ID-Only Query	\$0.000895
-800DB Routing Options Query	\$0.000036
Regional STP Database Query Utilizing Requesting Carrier - Provided Facilities	
-800DB Carrier-ID-Only Query	\$0.000814
-800DB Routing Options Query	\$0.000036
LIDB Services	

LIDB Queries	
LIDB Validation Query	\$0.005572
LIDB Transport Query	\$0.000085
LIDB to LIDB Query	\$0.059971
	Per Query
Query at regional STP	
LIDB Validation Query	\$0.005572
LIDB Transport Query	\$0.000002
Ameritech Provided Services requiring LIDB Queries	
- LIDB Validation Query	\$0.005572
- LIDB Transport Query	\$0.000119
- LIDB to LIDB Query	\$0.00(effective 8/9/2000)
3. Service Management Systems	
<u>Access to Databases</u> - TBD ^{6/}	
^{6/} "TBD" means "to be determined." The rate structure set forth herein may ultimately be modified.	
H. Operator Services and Directory Assistance	
1. Operator Services	
<u>Non-Ameritech LIDB User Manual Call Assistance Occurrences</u> - rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.	Service is no longer offered
<u>Non-Ameritech LIDB User Automated Call Assistance Occurrences</u> - rates will apply based on the total monthly volume, an LIDB charge will apply separately to all automated occurrences.	Service is no longer offered
	Non-Recurring
Branding per trunk group --	\$403.64
3. Operator Services – Facilities Based Rate Reference	
Initial Load	\$2,200.00
Reference Load	\$1,000.00

2. Directory Assistance	
Directory Assistance, per rate per call	\$0.2633
I. Rates for maintenance.	
1. Trip Charge -- as per Ameritech's Retail Tariff	
2. Time Charge -- as per Ameritech's Retail Tariff	
ITEM VI -- Wholesale Resale Services	
A. See Schedule 10.1	
B. "Warm" Transfer TBD	
ITEM VI I -- Collocation	
	New Collocation shall be purchased under the rates, terms, and conditions specified in MPSC Tariff No. 20R, Part 23, Section 4, or as otherwise agreed to by the parties.
A. Physical	(See above footnote for Collocation)
<u>Description</u>	(See above footnote for Collocation)
Order Charge - Per ACOI Application	(See above footnote for Collocation)
Central Office Floor Space - per 100 Sq. Ft.	(See above footnote for Collocation)
Central Office Build Out - Per Initial 100 Sq. Ft. of Floor Space Requested, Per Central Office	(See above footnote for Collocation)
50% Charge	(See above footnote for Collocation)
25% Charge	(See above footnote for Collocation)
- Per Additional 100 Sq. Ft. Of Floor Space Requested, Per Central Office	(See above footnote for Collocation)
50% Charge	(See above footnote for Collocation)
25% Charge	(See above footnote for Collocation)
Cable Vault Splicing	(See above footnote for Collocation)

Per Initial Splice	(See above footnote for Collocation)
Per Subsequent Splice	(See above footnote for Collocation)
Splice Testing	(See above footnote for Collocation)
Per Initial Splice Test	(See above footnote for Collocation)
Per Additional Splice Test	(See above footnote for Collocation)
Cable Pulling From Manhole to Cable Vault	(See above footnote for Collocation)
Per First Foot	(See above footnote for Collocation)
Per Additional Foot	(See above footnote for Collocation)
Cable Pulling From Cable Vault to Transmission Node	(See above footnote for Collocation)
Per First Foot	(See above footnote for Collocation)
Per Additional Foot	(See above footnote for Collocation)
Riser Space - Per Foot	(See above footnote for Collocation)
Entrance Conduit - Per Inner Duct, per Foot	(See above footnote for Collocation)
Power Consumption - Per Fuse AMP	(See above footnote for Collocation)
Power Delivery - Per Power Lead	(See above footnote for Collocation)
200 Conductor Electrical Cross-Connection Block - Per 200 Conductor Electrical Cross-Connection Block	(See above footnote for Collocation)
Digital Cross-Connection Panel (DSX)	(See above footnote for Collocation)
Per DSX-3 Termination (1 DS3 termination)	(See above footnote for Collocation)
Per DSX-1 Panel (Up to 56 DS1 terminations)	(See above footnote for Collocation)
Optical Cross-Connection Panel (OCX)	(See above footnote for Collocation)
Per OCX Panel Segment	(See above footnote for Collocation)
Space Reservation Charge - Per Reservation Request	(See above footnote for Collocation)
Optional Features and Functions	(See above footnote for Collocation)
Transmission Node Enclosure	(See above footnote for Collocation)

Per First 100 sq. ft. Enclosed	(See above footnote for Collocation)
Per Additional 100 sq. ft. Enclosed	(See above footnote for Collocation)
Passive Bay Termination (includes Bay and Panel)	(See above footnote for Collocation)
DS1 Termination	(See above footnote for Collocation)
DS3 Termination	(See above footnote for Collocation)
200 Conductor Electrical Termination Block (outside Transmission Node)- Per Termination Block	(See above footnote for Collocation)
Digital Timing Source - Per Sync Signal Provided	(See above footnote for Collocation)
DS1 Repeater	(See above footnote for Collocation)
DS3 Repeater	(See above footnote for Collocation)
Diverse Riser - Per floor traversed	(See above footnote for Collocation)
B. Virtual Service Order Charge - Per Order	(See above footnote for Collocation)
Optical Line Entrance Facility - Per Foot	(See above footnote for Collocation)
Riser	(See above footnote for Collocation)
Space Per Foot	(See above footnote for Collocation)
Per Fiber Termination	(See above footnote for Collocation)
Cable Vault Splicing	(See above footnote for Collocation)
Per Initial Splice	(See above footnote for Collocation)
Per Subsequent Splice	(See above footnote for Collocation)
Splice Testing	(See above footnote for Collocation)
Per Initial Splice Test	(See above footnote for Collocation)
Per Subsequent Splice Test	(See above footnote for Collocation)
Cable Pulling From Manhole to Cable to Vault	(See above footnote for Collocation)
Per First Foot	(See above footnote for Collocation)

Per Additional Foot	(See above footnote for Collocation)
Cable Pulling From Cable Vault to the LGX Panel	(See above footnote for Collocation)
Per First Foot	(See above footnote for Collocation)
Per Additional Foot	(See above footnote for Collocation)
Diverse Riser - Per floor traversed	(See above footnote for Collocation)
Equipment Bay - Per 7' Bay Installed (Ameritech provided/installed/pre-packaged)	(See above footnote for Collocation)
Equipment Bay - Per 7' Bay Installed (Requesting Carrier provided/installed)	(See above footnote for Collocation)
Project Management Fee - Per Initial 7' Bay Installed on Initial or Subsequent Order	(See above footnote for Collocation)
- Per Additional 7' Bay Installed on Initial or Subsequent Order	(See above footnote for Collocation)
- Per Initial Shelf Installed on Subsequent Order	(See above footnote for Collocation)
- Per Additional Shelf Installed on Same Subsequent Order	(See above footnote for Collocation)
- Per Bay Rearrangement and /or Miscellaneous Work	(See above footnote for Collocation)
Power Consumption - Per Fuse AMP	(See above footnote for Collocation)
Power Delivery	(See above footnote for Collocation)
- Per 7' Bay Installed	(See above footnote for Collocation)
200 Conductor Electrical Cross-Connection Block - Per 200 Conductor Electrical Cross-Connection Block	(See above footnote for Collocation)
Digital Cross-Connection Panel (DSX) - Per DSX-3 Termination (1 DS3 termination)	(See above footnote for Collocation)
- Per DSX-1 Panel (Up to 56 DS1 terminations)	(See above footnote for Collocation)
Optical Cross-Connection Panel (OCX) - Per OCX Panel Segment	(See above footnote for Collocation)
Digital Timing Source - Per Timing Circuit Required	(See above footnote for Collocation)
Thru-Connect	(See above footnote for Collocation)
Per DSX-1 to DSX-1	(See above footnote for Collocation)
Per OCX to OCX	(See above footnote for Collocation)

ITEM VIII -- Structure	
See Exhibit PS-VIII	
ITEM IX - Service Provider Number Portability	
	Non-Recurring ^{7/} /Monthly
SPNP - Remote Service Ordering Charge, per occasion ^{8/}	\$31.05 / -
per number ported	\$11.20 / \$2.84
per additional call path ^{9/} (1 - 5)	\$5.85 / \$0.09
per additional call path (6 - 90)	\$5.85 / \$0.34
SPNP - Direct Service Ordering Charge, per occasion	\$47.56 / -
Service Establishment Charge per SPNP - Direct trunk group, per switch	\$31.77 /
SPNP- Direct Channel Termination charges	
per SPNP - Direct VG channel termination	\$19.60 / \$20.05
per SPNP - Direct DS1 channel termination	\$159.02 / \$132.16
SPNP - Direct Number Charges, per number ported	\$1.83 / \$.034054
SPNP - Direct Transport Charges ^{10/ 11/}	
per SPNP - Direct VG transport	See Footnote ^{12/}
per SPNP - Direct VG w/o transport ^{13/}	See Footnote ^{13/}
per SPNP - Direct DS1 transport ^{14/}	See Footnote ^{14/}
per SPNP - Direct DS1 w/o transport ^{15/}	See Footnote ^{15/}
Subsequent additions, deletions or rearrangements of SPNP - Direct trunk terminations in addition to above charges, per occasion	\$12.13 / -
^{7/} Rates suspended pending Commission approval of a competitively neutral cost recovery mechanism.	
^{8/} Service Coordination Fees Apply	
^{9/} Service Ordering Charges for add'l call capacity for a ported number are not applicable if ordered with its specific ported number. If ordered subsequent SPNP-Remote Services or with an unrelated ported number, Service Ordering charges apply per occasion.	
^{10/} Service Ordering charges and Line Connection charges, as shown in Item V, apply	
^{11/} Line connection charges, as shown in Item V, apply.	
^{12/} Rates for unbundled PBX ground start loops apply, as specified in Item V.	
^{13/} where SPNP Direct is provisioned, cross-connection charges, as specified in Item V, apply.	
^{14/} SPNP Direct DS1 is provisioned at the rates and charges for DS1 service, as specified in Item V, D. 1, apply.	

^{15/}where SPNP Direct is provisioned, cross-connection charges, as specified in Item V, apply.

EXHIBIT PS-I	
Emergency Number Services Access (ENSA)	
Description	Non-Recurring/Monthly
1. Channel Conditioning	
-per channel	
- Back to Back	\$365.89/\$32.88
Collocated	\$365.89/\$32.88
Direct (1st Channel) Channels	\$357.39/\$199.56
2-24 (per channel)	\$357.39/\$1.88
ANI/ALI/SR and Database Management	
- Per 1,000 main stations and equivalent network access lines served, rounded up to the nearest 1,000	\$6.81/\$27.77
Control Office Administration	
- Per NXX	\$122.11/\$2.15
The Prices for Route Diversity will be determined on a case by case basis.	
The charges for Alternate Control Office Access, enabling routing of 911 calls across multiple selective routing areas, is in addition to all other charges, and subject to Ameritech approval.	
	Non-Recurring
Alternate Control Office	
-per Trunk Group	\$548.24
Address & Routing File (ARF)	
-Per File Request	\$56.50
Manual Updates	
-Per Record, per occasion	\$1.58

**EXHIBIT PS-VIII
STRUCTURE PRICING^{1/}**

POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMODATIONS

	Non-Recurring/Per Year
Administrative Fee -per request or assignment	\$200/---
Pole Attachment Fee -per pole, per year for each one foot of usable space occupied and for each power supply or equipment case or cabinet attached to pole	---/\$1.97
Conduit Attachment Fee -per foot or innerduct occupied per year	---/\$0.33 ^{2/}
^{1/} The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the State of Michigan an shall be adjusted periodically consistent with the terms of the Agreement.	
^{2/} If an Attaching Party occupies and entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.	

SCHEDULE 1.2

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Automatic Location Identification**” or “**ALI**” means a feature by which the service address associated with the calling party’s listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the

calling party's, including secondary locations and off-premise extensions will be identified with the service address of the calling party's listed number.

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

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

“Bellcore” means Bell Communications Research, Inc. **now known as Telecordia Technologies, Inc.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Collo Order” is as defined in Section 12.12.1.

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

“Collo Response” is as defined in Section 12.12.1.

“Collocation” is As Described in the Act.

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

“Commission” or **“MPSC”** means the Michigan Public Service Commission.

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

“Consequential Damages” is as defined in Section 25.5.

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

“Contract Services” is as defined in Section 10.1.2.

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

“Control Office” means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides

the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

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

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

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

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

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

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

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

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

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

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

“Dialing Parity” is As Defined in the Act.

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

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

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

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

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

“Dispute” is as defined in **Section 27.3.**

“Disputed Amounts” is as defined in **Section 27.2.1.**

“Documentation of Authorization” is as defined in **Schedule 10.17.**

“DSL” means Digital Subscriber Line.

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

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

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

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

“Exchange Access” is As Defined in the Act.

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

“Exchange Message Record” or **“EMR”** means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

“FCC” means the Federal Communications Commission.

“FCC Conditions” means the conditions for FCC Order approving SBC/Ameritech Merger, CC Docket No. 98-141, AS AMENDED FROM TIME TO TIME.

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

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

“Grandfathered Services” is as defined in **Section 10.3.1.**

“Hazardous Substances” is as defined in **Section 19.4.**

“HDSL” or **“High-Bit Rate Digital Subscriber Line”** means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1

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

“**Implementation Plan**” is as defined in **Section 18.2**.

“**Implementation Team**” is as defined in **Section 18.1**.

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

“**Information Service**” is As Defined in the Act.

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

“**Initial Term**” is as defined in **Section 21.1**.

“**Insufficient Capacity**” is as defined in **Section 16.1.2**.

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

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

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

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

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

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

“**Internet Service Provider “ISP” Traffic**” means traffic that originates via a dial-up call or other means (including, but not limited to xDSL Services) to an Internet Service Provider, that is transmitted by one of the Parties to that ISP and then transmitted to or returned from the internet by the ISP at any point during the duration of the transmission.

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

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

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

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

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

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

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

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

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

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

“Local Traffic” means those local calls as defined by Ameritech’s Local calling areas as described in maps, tariffs, or rule schedules filed with and approved by the Commission as of the Effective Date; provided, that in no event shall Local Traffic include any traffic originated on a Party’s physical switch, is transported and handed off to the other Party and then routed/delivered to an ISP Server.

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

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

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

“MECAB” refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

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

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

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

“Network Element” is As Defined in the Act.

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

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

“Number Portability” is As Defined in the Act.

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

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

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

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

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

“Physical Collocation” is As Defined in the Act.

“PIC” is as defined in Section 10.11.4.

“Plan” is as defined in Section 8.1.

“Point of Interconnection” or **“POI”** means the physical demarcation point between Ameritech and the Requesting Carrier. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between Ameritech’s network and the Requesting Carrier’s network. In the case of a Joint Fiber Meet, there are two (2) POIs, one at the RICO and one at the AICO.

“Premises” is As Defined in the Act.

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

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

“Proprietary Information” is as defined in Section 20.1.1.

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

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

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

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

“Receiving Party” is as defined in Section 20.1.1.

“Reciprocal Compensation” is As Described in the Act.

“Referral Announcement” is as defined in Article XVII.

“Renewal Term” is as defined in Section 21.1.

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

“Resale Services” is as defined in Section 10.1.

“Resale Tariff” means individually and collectively the effective tariff or tariffs filed by Ameritech with the Commission that sets forth certain relevant terms and conditions relating to Ameritech’s resale of certain local exchange Telecommunications Services within the Territory, including the applicable provisions of MPSC Numbers 20R and 20U, Part 22.

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

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

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

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

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

“Service Start Date” means the later of the following: (i) the date after which Requesting Carrier has been certified as a LEC by the Commission and is authorized in the state of Michigan to provide the local Telephone Exchange Services contemplated under this Agreement (ii) the date Requesting Carrier has completed and delivered to Ameritech the Resale Implementation Questionnaire and Ameritech has populated its billing systems with the information contained therein and (iii) the date on which the Parties mutually agree that Ameritech shall begin to provision services in accordance with the terms and conditions of this Agreement or (iv) the date on which (x) the Commission approves this Agreement under Section 252(e) of the Act or (y) absent such Commission approval, this Agreement is deemed approved under 252(e)(4) of the Act.

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

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

“Sunsetted Services” is as defined in Section 10.3.2.

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

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

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

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

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

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

“Telecommunications” is As Defined in the Act.

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

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

“Telecommunications Carrier” is As Defined in the Act.

“Telecommunications Service” is As Defined in the Act.

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

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

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

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

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

“UNE” means Unbundled Network Element.

“UNE Rate Element” –As defined and specified in the current Ameritech, Michigan Bell Telephone Company Tariff M.P.S.C. No. 20R, Part 19, pending the establishment of TSLRIC-based rates.

“UNE Remand Order” means the Third Report and Order and Fourth Further Notice of Proposed Rulemaking: In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Nov. 5, 1999, as modified by the Supplemental Order, rel. Nov. 24, 1999.

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

“Virtual Collocation” is As Defined in the Act.

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

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

SCHEDULE 2.1
IMPLEMENTATION SCHEDULE
Michigan

LATA	Ameritech Interconnection Central Office (AICO)	Requesting Carrier Interconnection Central Office (RICO)	Interconnection Activation Date*
1.	Interconnection.		
340	WAYNMIMN	WSLDMIRJ	In Service
340	WBFDMMIMN	WSLDMIRJ	TBD
2.	Access to unbundled Network Elements.		
340	WAYNMIMN	WSLDMIRJ	In Service
340	WBFDMMIMN	WSLDMIRJ	TBD

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

SCHEDULE 2.2

BONA FIDE REQUEST

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

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

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

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

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

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

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

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

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

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

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

**FORM OF
BONA FIDE REQUEST FORM**

Attachment 1

1) Requested by

(Company Name)

(Address)

(Contact Person)

(Facsimile Number)

(Phone Number)

(Date of Request)

(Optional: E-Mail Address)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By submitting this Request, [Requesting Carrier] agrees to promptly compensate Ameritech for any costs it incurs to process this Request, including reasonable and necessary costs to analyze, develop, provision, and price the Request, up to and including the date the Ameritech BFR Manager receives our written cancellation. [Requesting Carrier] also agrees to compensate Ameritech for reasonable and necessary costs incurred by Ameritech if [Requesting Carrier] fails to authorize Ameritech to proceed with development of the Request within 30 days of receipt of the 30-day notification, or Requesting Carrier fails to order the Request within 30 days, in accordance with the final product quotation.

[Requesting Carrier]

by: _____
its: _____

SCHEDULE 2.3
TECHNICAL REFERENCE SCHEDULE

Unbundled Local Network Elements

Unbundled Local Loop Transmission

Bellcore TA-NWT-000393
ANSI T1.413-1995 Specifications, updated (1998) Issue 2
AM TR-TMO-000122
AM TR-TMO-000123
Bellcore TR-NWT-000393
ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy
- Electrical Interfaces
Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7
ANSI T1E1 Committee Technical report Number 28
ANSI T1.601-1998 for ISDN.

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

Interoffice Transmission Facilities

AM TR-NIS-000111
AM RT-NIS 000133

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification

ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification

Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance
Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common
Generic Criteria
Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A
module of LSSGR, FR-NWT-000064.)
Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access
Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission
Parameter Limits and Interface Combinations, Issue 1, February 1991

Signaling Transfer Points (STPs)

AM-TR-OAT-000069

ANSI T1.111.2

ANSI T1.111.3

ANSI T1.111.4

ANSI T1.112

ANSI T1.112.4

ANSI T1.118

ANSI T1.111.6

ANSI T1.112.5

GR-2863-CORE, CCS Network Interface Specifications Supporting Advanced Intelligent
Network (AIN)

GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-free
Service Using Advanced Intelligent Network (AIN)

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

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

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

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

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

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

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

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

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

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

Service Control Points (SCPs)/Call-related Databases

SR-TSV-002275 (BOC Notes on the Ameritech Networks, SR-TSV-002275, Issue 2 (Bellcore, April 1994)

GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1995)

GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), (Bellcore, March 1994)

GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995)

GR-1149-CORE, OSSGR Section 10; System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149)

GR-1158-CORE, OSSGR Section 22.3; Line Information Database 6, Issue (Bellcore, October 1995)

GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995)

BOC Notes on Ameritech Networks, SR-TSV-002275, ISSUE 2 (Bellcore, April 1994)

GR-1280-CORE, AIN Service Control Point (SCP) Generic Requirements

Tandem Switching

Bellcore TR-TSY-000540, Issue 2R2, Tandem Supplement, 6/1/90

GR-905-CORE

GR-1429-CORE

GR-2863-CORE

GR-2902-CORE

Performance Standards

Bellcore TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems

Bellcore TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop Carriers Systems

Bellcore TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines

Bellcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems

Bellcore TR-NWT-000505, Issue 3 , May 1991, LSSGR Section 5, Call Processing

Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria

ANSI T1.105-1995

Network Interface Device

Bellcore Technical Advisory TA-TSY-000120, "Customer Premises or Network Ground Wire"

Bellcore Generic Requirement GR-49-CORE, "Generic Requirements for Outdoor Telephone Network Interface Devices"

Bellcore Technical Requirement TR-NWT-00239, "Indoor Telephone Network Interfaces"

Bellcore Technical Requirement TR-NWT-000937, "Generic Requirements for Outdoor and Indoor Building Entrance"

Interconnection

Trunking Interconnection

GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition

ANSI T1.111

ANSI T1.112

ANSI T1.113

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

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

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

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

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

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

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

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

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

ANSI T1.114-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP)
ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks
ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)
ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP)
Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service
Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks-Signaling
Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications
Bellcore Standard FR-NWT-000476
ANSI Standard T1.206

Electrical/Optical Interfaces

Bellcore Technical Publication TR-INS-000342, High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations;
Ameritech Technical Publication TR-NIS-000111, Ameritech 0C3, 0C12 and 0C48 Service Interface Specifications; and
Ameritech Technical Publication AM-TR-NIS-000133, Ameritech 0C3, 0C12 and 0C48 Dedicated Ring Service Interface Specifications.

Collocation

Bellcore Network Equipment Building Systems (NEBS) standards TR-EOP-000063
National Electrical Code (NEC) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)
TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)
TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993
Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electrical Cables, Field Splices, and Connections for Nuclear Power Generating Stations
National Electrical Code (NEC) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)

TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988
TR-EOP-000151, Generic Requirements for 24-, 48-, 130- and 140- Volt Central Office Power Plant Rectifiers, Issue 1 (Bellcore, May 1985)
TR-EOP-000232, General Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985)
TR-NWT-000154, General Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992)
TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992)
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)
TR-NWT-001275, Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993
Underwriters' Laboratories Standard, UL 94

Long Term Number Portability (LNP)

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

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

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

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

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

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

SCHEDULE 7.1

BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES

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

1.0 DEFINITIONS

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

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

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

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

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

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

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

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

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

“Uncollectibles” are amounts billed to Customers, which after standard intervals and application of standard collection procedures, are determined to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recouped back to the Provider.

2.0 BILLING AND COLLECTION SERVICES

2.1 Billing Services

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

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

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

2.2 Collection Services

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

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

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

2.3 Administration.

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

3.0 COMPENSATION TO REQUESTING CARRIER

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

4.0 CHANGES TO PROVIDER'S SERVICES AND RATES

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

5.0 SETTLEMENT WITH REQUESTING CARRIER

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

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

Requesting Carrier shall provide Ameritech with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and Customer taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement is due to Ameritech by the fifth Business Day of every month. Payment amounts owed to Ameritech by Requesting Carrier shall be due within thirty (30) days from the date of the monthly statement. Late charges on past due amounts shall accrue interest at the rate set forth in **Section 26.4** of this Agreement.

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

6.0 ADJUSTMENTS

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

7.0 UNCOLLECTIBLES

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

8.0 TAXES

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

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

9.0 BLOCKING

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

EXHIBIT A

Daily Usage Information

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

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

EXHIBIT B
Requesting Carrier Compensation

Rate per billed message:

\$0.03

EXHIBIT C

Provider's Information

Initial Notification:

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

Requesting Carrier _____

Contact Name _____

Phone Number _____

Fax Number _____

Pager Number _____

Address _____

City/State _____

Zip Code _____

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

Updates:

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

EXHIBIT D

General Information on Blocking

- Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.
- Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.
- Access to 976 services is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a Customer can be connected to parties other than the IP for the purpose of establishing a conference call.
- Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.
- Collect and person-to-person calls to CPP/C and CPP/P are not allowed.
- Calls from WATS, hotel/motel, Ameritech Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.
- 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.
- Call Blocking will be provided only where CO facilities permit.
- Call Blocking may not be limited to specific programs.
- Call Blocking does not block calls to other telephone companies' numbers.
- Call Blocking does not block long distance charges.
- Requesting Carrier reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's services.
- The first time a Customer specifically disputes Pay-Per-Call charges, Customer must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on Customer's bill. Inform Customer that the Information Provider may pursue collection of charges directly with Customer.
- After the Customer specifically disputes charges, inform Customer that mandatory blocking will be established on Customer's line and disputed amount is adjusted accordingly on Customer's bill. Inform Customer that the Information Providers may pursue collection of charges directly with Customers.

- Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after first request.
- On the database, Adjustments granted as the result of poor transmission, call not completed or calls completed due to failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the Ameritech entity code (R or NBT).
- Blocking must be imposed on those Customers who refuse to pay legitimate Per-Per-Call charges, to the extent permitted under Applicable Law.

SCHEDULE 7.7.2

OS/DA

Operator Services

A. **Definitions** - Operator Services consist of the following services.

1. Manual Call Assistance - manual call processing with operator involvement for the following services:
 - a. Calling card - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
 - b. Collect - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
 - c. Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.
 - d. Operator assistance - providing local and intraLATA operator assistance for the purposes of:
 - 1) assisting Customers requesting help in completing calls or requesting information on how to place calls;
 - 2) handling emergency calls;
 - 3) verifying “no answer” and “busy” (“**BLV**”) conditions for the Customer;
 - 4) interrupting calls in progress for Customer (“**BLVI**”);
 - 5) providing local and intraLATA operator assisted call rate information; and
 - 6) handling person to person calls.
 - e. Operator Transfer Service (OTS) - calls in which the Customers dials “0” and is connected to an Ameritech operator and then requests call routing to an IXC subscribing to OTS. The operator will key the IXC’s digit carrier identification code to route the Customer to the requested IXC’s point of termination.
2. Automated Call Assistance - mechanized call processing without operator involvement for the following services :

- a. Merchanized calling card service (MCCS) - the Customer dials 0 and a telephone number, and responds to prompts to complete the billing information.
 - b. Ameritech Alternatively Billed Services (AABS) - the Customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information. Collect, Calling Card and third number calls can be completed.
- 3. Line Information Database (LIDB) Validation - mechanized queries to a LIDB for billing validation.
 - 4. Branding - the ability, when available, to put Requesting Carrier's brand on the front end of an OS call that is directly trunked into Ameritech's OS switch. "Customer Branding" provides the ability, when available, to put Requesting Carrier's brand on that portion of the OS call going out to the called/billed party.

5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

5.1 An SBC database referenced by an SBC Operator for CLEC OS specific Reference/Rater information based upon the criteria outlined below.

5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

5.1.1.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

5.1.1.2 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.

5.1.2.1 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

B. Rate Application - Ameritech will provide Operator Services and will bill Requesting Carrier the applicable rates on a monthly basis, in accordance with the following methodology:

1. Operator Assistance - operator call occurrences multiplied by the per call rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.
2. Automated Call Assistance (MCCS, AABS and ACTS) - call occurrences multiplied by the per call occurrence rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.
3. LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate, except as provided in B.5. Total validation occurrences shall include all validations whether or not the call is completed.
4. Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (OSCAS). OSCAS utilizes TOPs AMA recordings to produce monthly summaries of mechanized and manual call occurrences.
5. If TOPs AMA recordings are lost, destroyed or mutilated due solely to Ameritech's acts or omissions, then Ameritech may not bill Requesting Carrier for those calls for which there are no records. However, if within ninety (90) days, actual data should become available, Ameritech may bill and Requesting Carrier agrees to be responsible for those calls using actual data.

Directory Assistance

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

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

^{1/} Calls defined herein by dialing arrangement shall remain subject to this Agreement if such dialing arrangements change during the Term, unless such change makes service technically or economically impracticable.

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

SCHEDULE 9.2.1

LOCAL LOOPS

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

“2-Wire Analog Voice Grade Unbundled Local Loop” or **“Analog 2W”** supports analog transmission of 300-000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer) and terminates in a 2-Wire interface at the MDF in the Ameritech Serving Wire Center and the Customer premises. Analog 2W are technically sufficient to provide PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

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

“2-Wire ISDN 160 Kbps Digital Unbundled Local Loop” or **“BRI-ISDN”** supports digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). BRI-ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) unbundled Loop which meets national ISDN standards and conforms to Technical Reference AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including ISDN) and ANSI T1.601-998 for ISDN.

“2-Wire ADSL-Compatible Unbundled Local Loop” or **“ADSL 2W”** is a transmission path that facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire, non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1998 non-overlapped mode only per Annex F and AM TR-TMO-000123. An ADSL 2W terminates in a 2-wire electrical interface at the Customer premises and at the MDF in the Ameritech Serving Wire Center. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from Ameritech’s Central Office. ADSL 2W are available only where existing copper facilities can meet the ANSI T1.413-1998 non-overlapped mode only per Annex F specifications or where existing copper facilities can be conditioned to meet the ANSI T1.413-1998 non-overlapped mode only per Annex F specifications or where existing copper facilities can be conditioned to meet the ANSI T1.413-1998 non-overlapped mode only per Annex F specifications.

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

copper pair meeting the specifications in ITU Rec. G.991.1. HDSL 2W are available only where existing copper facilities can meet the ITU Rec. G.991.1 and AM-TR-TMO-000123 specifications or where existing copper facilities can be conditioned to meet the applicable technical standards.

“4-Wire HDSL-Compatible Unbundled Local Loop” or “HDSL 4W” is a transmission path that facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire, non-loaded twisted copper pairs meeting the specifications in ITU Rec. G.991.1 and AM TR-TMO-000123. HDSL 4W are available only where existing copper facilities can meet the ITU Rec. G.991.1 or where existing copper facilities can be conditioned to meet the applicable technical standards.

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

4-Wire 1.544 Mbps DS-1 Compatible Digital Unbundled Local Loop” or “1.544 Mbps Digital” is a transmission path that supports transmission of digital signals of up to a maximum binary information rate of 1.544 Mbps and terminates in a 4-Wire electrical interface at the Customer premises and on the DSX frame in Ameritech’s Serving Wire Center. 1.544 Mbps Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-00123.

SCHEDULE 9.2.2

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are Ameritech transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Central Offices owned by Ameritech or between Central Offices owned by Ameritech and Requesting Carrier, as provided on this **Schedule 9.2.2**. Requesting Carrier shall order Interoffice Transmission Facilities from Ameritech by delivering to Ameritech a valid and complete service order via an electronic Access Services Request (“ASR”) interface.

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

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

1.2. “**Unbundled dedicated entrance facility**” is a dedicated facility connecting (i) Ameritech’s transmission equipment in the Ameritech Central Office in the Serving Wire Center with Requesting Carrier’s transmission equipment in Requesting Carrier’s Central Office and (ii) Ameritech’s transmission equipment in an Ameritech Central Office in the Serving Wire Center with Carrier’s transmission equipment designated by the Requesting Carrier in an IXC POP, in each case for the purposes of providing Telecommunications Services.

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

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

SCHEDULE 9.2.3

SIGNALING NETWORKS AND CALL RELATED DATABASES

1.0 Signaling Transfer Points.

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

1.1 Technical Requirements.

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

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

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

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

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

- 1.1.4.1. Signaling Data Link functions, as specified in ANSI T1.111.;
- 1.1.4.2. Signaling Link functions, as specified in ANSI T1.111.3; and

1.1.4.3. Signaling Network Management functions, as specified in ANSI T1.111.4.

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

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

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

1.1.7.1. MTP Routing Verification Test (MRVT); and

1.1.7.1. SCCP Routing Verification Test (SRVT).

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

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

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

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

1.2. Signaling Link Transport.

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

Technical Requirements.

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

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

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

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

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

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

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

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

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

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

SCHEDULE 9.2.4

OPERATIONS SUPPORT SYSTEMS FUNCTIONS

1.0 Pre-Ordering, Ordering and Provisioning. The Subject to Section 10.13.3(b), the Provisioning EI will be used for the transfer and receipt of data necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number and due date selection). For those unbundled Network Elements that are unable to be ordered via the Provisioning EI, Requesting Carrier shall submit orders for such elements via the Access Services Request (ASR) interface.

2.0 Maintenance and Repair. The Subject to Section 10.13.3(b), the Maintenance EI described in Section 10.13.3(a) will be used for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g. trouble receipt and trouble status).

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

SCHEDULE 9.2.5

OPERATOR SERVICES AND DIRECTORY SERVICES

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

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

(a) Calling card - the Customer dials 0+ or 0- and provides operator with calling card number for billing purposes.

(b) Collect - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.

(c) Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.

(d) Operator assistance - providing local and intraLATA operator assistance for the purposes of:

- (1) assisting Customers requesting help in completing calls or requesting information on how to place calls;
- (2) handling emergency calls; and
- (3) handling person-to-person calls.

(e) Operator Transfer Service (“OTS”) - calls in which the Customer dials “O”, is connected to an Ameritech operator and then requests call routing to an IXC subscribing to OTS. The operator will key the IXC’s digit carrier identification code to route the Customer to the requested IXC’s point of termination.

(f) BLV - Service in which operator verifies a busy condition on a line.

(g) BLVI - service in which operator, after verifying a busy line, interrupts the call in progress.

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

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

(b) Automated Alternate Billing Service (“AABS”) - Customer dials 0 and a telephone number and responds to prompts to process the call and complete a call using collect or third number billing (Customer branding not currently available).

(c) Automated Call Telephone Service (“ACTS”) - ACTS calculates charges, relates the charge to the Customer, and monitors coins deposited before connecting the 1+ intraLATA call.

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

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

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

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

2.2. Branding - the ability to put messages on the front end of a DA call that is directly connected (via Collocation or other mutually agreed upon method) to Ameritech’s DA switch).

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

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

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

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

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

3.3 LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate. Total validation occurrences shall include all validations, whether or not the call is completed. Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (“OSCAS”). OSCAS utilizes TOPS AMA recordings to produce monthly summaries of mechanized and manual call occurrences.

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

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

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

1.5 Ameritech will recognize Requesting Carrier as the Customer of Record of all Network Elements ordered by Requesting Carrier and will send all notices, invoices and pertinent Customer information directly to Requesting Carrier.

- 1.6 For those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier with a FOC for each order within. The FOC shall contain the order number(s), circuit identifications, physical Interconnection, quantity, and Ameritech confirmation date for order completion, subject to facility and assignment availability (the “**Confirmation Due Date**”), which Confirmation Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.7 Upon work completion, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier electronically with a completed order confirmation per order that states when that order was completed.
- 1.8 As soon as identified, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.
- 1.9 If Requesting Carrier is electronically bonded, as soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech’s Confirmation Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for an unbundled Network Element. Ameritech shall indicate its new Confirmation Due Date as soon as such date is available.
- 1.10 Upon request, Ameritech shall provide (once) to Requesting Carrier:
 - (a) a list of all services and features technically available from each switch that Ameritech may use to provide Local Switching, by switch CLI;
 - (b) a listing by street address detail, of the service coverage area of each switch CLI;
 - (c) a listing of all technically available functionalities for each Network Element; and
 - (d) advanced information on the details and requirement for planning and implementation of NPA splits.
- 1.11 Promptly after the Effective Date, at Requesting Carrier’s request, Ameritech shall provide Requesting Carrier an initial electronic copy of the following information:
 - (a) Street address verification;
 - (b) Switch identification by service address; and
 - (c) Switch feature verification.

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

- 1.12 For orders of Network Elements (and NP with the installation of a Loop) that require coordination among Ameritech, Requesting Carrier and Requesting Carrier's Customer, Requesting Carrier shall be responsible for any necessary coordination with the Requesting Carrier Customer.
- 1.13 Ameritech will expedite Requesting Carrier's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.
- 1.14 Ameritech's obligation to process Requesting Carrier's Non-Electronic Orders for unbundled Network Elements, and the rates, terms and conditions applicable to such orders, shall be as described in **Section 10.13.2(b)**.

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

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

In addition, Ameritech shall provide to Requesting Carrier a single point of contact (the "**Network Element Control Center**" or "**NECC**") for all provisioning, maintenance and repair.
- 1.5 Ameritech will recognize Requesting Carrier as the Customer of Record of all Network Elements ordered by Requesting Carrier and will send all notices, invoices and pertinent Customer information directly to Requesting Carrier.

- 1.6 For those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier with a FOC for each order within forty-eight (48) hours of Ameritech's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC shall contain the order number(s), circuit identifications, physical Interconnection, quantity, and Ameritech confirmation date for order completion, subject to facility and assignment availability (the "**Confirmation Due Date**"), which Confirmation Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.7 Upon work completion, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier electronically with a completed order confirmation per order that states when that order was completed.
- 1.8 As soon as identified, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.
- 1.9 If Requesting Carrier is electronically bonded, as soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Confirmation Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for an unbundled Network Element. Ameritech shall indicate its new Confirmation Due Date as soon as such date is available.
- 1.10 Upon request, Ameritech shall provide (once) to Requesting Carrier:
 - (a) a list of all services and features technically available from each switch that Ameritech may use to provide Local Switching, by switch CLI;
 - (b) a listing by street address detail, of the service coverage area of each switch CLI;
 - (c) a listing of all technically available functionalities for each Network Element; and
 - (d) advanced information on the details and requirement for planning and implementation of NPA splits.
- 1.11 Promptly after the Effective Date, at Requesting Carrier's request, Ameritech shall provide Requesting Carrier an initial electronic copy of the following information:
 - (a) Street address verification;
 - (b) Switch identification by service address; and
 - (c) Switch feature verification.

Electronic updates to such information shall be provided monthly to Requesting Carrier as changes are made to such information.
- 1.12 For orders of Network Elements (and NP with the installation of a Loop) that require coordination among Ameritech, Requesting Carrier and Requesting Carrier's

Customer, Requesting Carrier shall be responsible for any necessary coordination with the Requesting Carrier Customer.

- 1.13 Ameritech will expedite Requesting Carrier's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.
- 1.14 Ameritech's obligation to process Requesting Carrier's Non-Electronic Orders for unbundled Network Elements, and the rates, terms and conditions applicable to such orders, shall be as described in **Section 10.13.2(b)**.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 Requesting Carrier shall access Ameritech's Unbundled Local Loops via Collocation at the Ameritech Central Office where that element is available. An Unbundled Local Loop is available when all the required loop component parts exist in a contiguous fashion to provide a complete transmission path and can be assigned at the time the loop request is processed. Each Unbundled Local Loop shall be delivered to Requesting Carrier's Collocation by means of a Cross-connection, which shall be an additional charge.

2.1.2 Ameritech shall provide Requesting Carrier access to unbundled Loops at the Ameritech Serving Wire Center. In addition, if Requesting Carrier requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing copper or non-integrated Loop at no additional charge to Requesting Carrier. If, however, no spare copper or non-integrated Loop is available, Ameritech shall, within two (2) Business Days, notify Requesting Carrier of the lack of available facilities. Requesting Carrier may then, at its discretion, submit a Bona Fide Request for Ameritech to provide Requesting Carrier access to the Unbundled Local Loop, including via the demultiplexing of the integrated digitized Loop(s).

2.1.3 If Requesting Carrier orders a Loop type and the Loop facility that exists at the time of such order does not meet the technical specifications or characteristics of the Loop type requested (including distance), Requesting Carrier shall compensate Ameritech for its costs incurred to condition or modify such Loop facilities.

2.1.4 Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Section 2.2.2** of this Schedule and the Ameritech Network Element Performance Benchmarks set forth in **Schedule 9.10** of this Agreement shall not apply to unbundled Loops provided under **Sections 2.1.2, 2.1.3** and **2.1.5** of this Schedule.

2.1.5 If Requesting Carrier requests Ameritech to provide an Unbundled Local Loop that supports a technical standard identified for an Unbundled Local Loop as set forth

on **Schedule 9.2.1**, and the provision of such Unbundled Local Loop requires conditioning to meet such technical standard, Requesting Carrier shall first approve and then pay for any charges for Ameritech to condition such Loop. Conditioning charges shall be in addition to any other charges (e.g., monthly recurring, service order, etc.) applicable to the provisioning of such Unbundled Local Loop.

2.1.6 Ameritech makes no representation, warranty or guarantee and Requesting Carrier receives no representation, warranty or guarantee with respect to any Unbundled Local Loops ordered by Requesting Carrier for the provision of DSL-based or other advanced services that do not conform to the technical standards described for each Unbundled Local Loop described on **Schedule 9.2.1**.

2.2 Provisioning of Unbundled Loops.

The coordination procedures described in this **Section 2.2** shall apply when Requesting Carrier orders an Ameritech-provided voice-grade non-DS1 Loop to convert “**live**” Ameritech retail Telephone Exchange Service to Requesting Carrier’s Telecommunications Service provisioned through such unbundled Loop.

2.2.1 Requesting Carrier shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a “**Service Order**”) using the Provisioning EI. Within forty eight (48) hours of Ameritech’s receipt of a Service Order, Ameritech shall provide Requesting Carrier the FOC that sets forth the Confirmation Due Date according to the applicable Ameritech Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

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

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

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

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

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

2.2.5 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of “live” Telephone Exchange Service to the connection of an unbundled Loop at the Requesting Carrier Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element.

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

3.0 Interoffice Transmission Facilities.

3.1 Requesting Carrier shall access Ameritech’s Interoffice Transmission Facilities via Collocation at the Ameritech Central Office where that element exists and each DSX or OCN circuit will be delivered to Requesting Carrier’s Collocation space for an additional charge by means of a Cross-connection.

Requesting Carrier shall order Interoffice Transmission Facilities from Ameritech by delivering to Ameritech a valid and complete service order via an electronic Access Services Request (“ASR”) interface. If after March 31, 2000 Ameritech makes available the ability to order Interoffice Transmission Facilities via the Provisioning EI. Requesting Carrier agrees to transition its ordering of such facilities from ASR to the Provisioning EI within thirty (30) days after Ameritech is capable of receiving such orders via Provisioning EI.

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

3.2.1 As a dedicated transmission path (e.g., DS1, DS3, OC3, OC12 and OC48) dedicated to Requesting Carrier as described in **Section 1.1** of **Schedule 9.2.4**.

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

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

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

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

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

3.3.2.2 Ameritech provided Central Office multiplexing:

(a) DS1 to Voice/Base Rate/128, 256, 384 Kbps Transport;

(b) DS3 to DS1 multiplexing;

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

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

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

3.4 Ameritech shall:

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

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

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

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

3.5 Technical Requirements.

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

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

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

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

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

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

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

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

3.5.7.1 DS1 (Extended SuperFrame - ESF, D4);

3.5.7.2 DS3 (M13 shall be provided);

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

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

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

3.6 Shared Transport

3.6.1 Shared Transport will be dedicated to a group of two or more telecommunications carriers, including Requesting Carrier. As a group, the telecommunications carriers must order an entire facility. In addition, one requesting telecommunications carrier must be assigned as the telecommunications carrier of record (“**Primary Carrier**”) for purposes of testing, provisioning, and maintaining the element.

3.6.2 “**Secondary Carriers**” shall refer to a telecommunications carrier with whom the Primary Carrier has negotiated the shared arrangement. Secondary Carriers must have a different Access Carrier Name Abbreviation (ACNA) than the Primary Carrier.

3.6.3 Requests to establish, change, or discontinue Shared Transport will be accepted only from the Primary Carrier, or from a Secondary Carrier provided such Secondary Carrier has a letter of authorization from the Primary Carrier. In the event a Secondary Carrier wishes to discontinue its connection to the unbundled element, the Primary Carrier assumes responsibility for the vacant channels.

3.6.4 All nonrecurring charges for the element will be billed to the Primary Carrier. Recurring rates will be allocated among the members of the group sharing the unbundled element. The Primary Carrier will provide any shared information to Ameritech, and will update the information as necessary.

4.0 Signaling Networks and Call-related Databases

4.1 Signaling Networks.

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

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

4.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary

to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

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

4.2 Call-related Databases.

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

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

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

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

4.3 Service Management Systems.

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

4.3.2 Access to the SMS will be provided in an equivalent manner to that which Ameritech currently uses to provide such access to itself. The Implementation Team shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Implementation Team is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

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

5.0 **Operations Support Systems Functions**

5.1 Ameritech shall provide Requesting Carrier access to, and Requesting Carrier shall use, all available Operations Support Systems functions.

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

6.0 Operator Services and Directory Services.

6.1 Ameritech shall provide Requesting Carrier access to Ameritech's Operator Service and Directory Assistance facilities as a separate Network Element via Collocation or any other technically feasible manner at the Ameritech Central Office where that element exists or any other mutually agreed upon method.

6.2 Ameritech shall provide unbundled Operator Services ("OS") and Directory Assistance ("DA") to Requesting Carrier in conjunction with Telephone Exchange Service provided to Requesting Carrier as a purchaser of Resale Services and/or ULS. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance, and dependent Information Call Completion services will be provided to Requesting Carrier and will be updated as such DA services are provided in additional NPA/Exchange Areas.

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

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

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

6.6 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. Requesting Carrier has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent of the Parties. Upon request, Ameritech will provide monthly system results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

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

6.8 Requesting Carrier will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's DA and OS offices. Requesting Carrier will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

6.9 Upon request and to the extent technically feasible, Ameritech will unbundle OS and DA from resellers of its Telephone Exchange Service so that Requesting Carrier can provide its own

OS or DA service or obtain it from a third party. Also, upon request, Ameritech will provide unbundled OS and/or DA as a stand alone unbundled Network Element to Requesting Carrier. In either case, Requesting Carrier is required to obtain any required custom routing and obtain and/or to provide other facilities, services and Network Elements necessary to deliver its OS and DA traffic to Ameritech's designated office, or to the office of another provider, as applicable.

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

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

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

6.13 Access of resellers and Requesting Carrier to DA and OS of Ameritech, and the DA and OS Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that Ameritech uses for other Customers of its DA and OS services.

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

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

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

6.14.3 Requesting Carrier will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Requesting Carrier will inform Ameritech of other changes in the records on a mutually agreed-upon schedule.

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

6.16 **Branding:** Re-branding is available as follows:

(a) Mechanized front-end branding is available for all **manual** and automated OS calls.

(b) Mechanized back-end branding is available for automated calling card calls handled via ACCS.

(c) On mechanized collect and billed-to-third calls, back-end branding is not currently available.

(1) Such calls can be manually handled and branded.

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

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

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

6.17 Requesting Carrier grants to Ameritech during the term of this Agreement a non-exclusive license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by Requesting Carrier under this Agreement will be maintained by Ameritech only for providing DA information, and will not be disclosed to third parties. Nothing in this Agreement shall prohibit Ameritech and Requesting Carrier from entering into a separate agreement which would allow Ameritech to provide or sell Requesting Carrier's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of such separate agreement.

6.18 Ameritech will supply Requesting Carrier with call detail information so that Requesting Carrier can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual case basis.

SCHEDULE 9.10

NETWORK ELEMENT PERFORMANCE ACTIVITIES

The following performance benchmarks are in addition to those ordered by the Commission on May 27, 1999, as modified by the Commission's Order of September 3, 1999, or as may be modified by the Commission from time to time. If any inconsistency should arise between the Agreement and the Commission's orders, the more rigorous performance standard shall apply.

A. Non-DS1 Loops-Standard Intervals

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

*Number of Loops Per Order Per Day

B. DS1 Unbundled Local Transport

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

C. DS3-Unbundled Local Transport Negotiated Interval

D. OC-N-Unbundled Local Transport Negotiated Interval

SCHEDULE 10.1
RESALE SERVICES

The Resale Services provided hereunder and the rates for such Resale Services by Ameritech are those Telecommunications Services set forth in the Resale Tariff(s).

SCHEDULE 10.1.2

FORM OF AGREEMENT TO ASSUME AMERITECH CONTRACTS

This Agreement to Assume Ameritech Contracts is delivered by [Requesting Carrier], a _____ corporation with offices at _____ (“**Requesting Carrier**”) to Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Michigan (“**Ameritech**”) pursuant to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of _____, 1999 by and between the Parties (the “**Interconnection Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Interconnection Agreement.

With the submission by Requesting Carrier to Ameritech of any Service Order by which Requesting Carrier is assuming a contract for a Telecommunications Service that Ameritech provides to its Customer (e.g., Optional Calling Plans, Centrex Lines, Private Lines, ICBs, etc.), Requesting Carrier agrees to purchase for resale to the same Customer the Telecommunications Services described in each such contract, subject to the terms and conditions of such contract, including, any termination liability.

Requesting Carrier represents and warrants to Ameritech that, prior to submission of any Service Order for a Telecommunication Service available under an assumed contract, each existing retail contract between Ameritech and the Customer will have been assigned in writing to Requesting Carrier by the Customer in accordance with the provisions of such retail contract. Requesting Carrier agrees to defend, indemnify and hold Ameritech harmless from any and all Losses from any Claim by a third party, including a Customer, arising or relating to the assignment of the contract to Requesting Carrier.

ACCEPTED AND AGREED:

Requesting Carrier:
Signature:
Date:

SCHEDULE 10.12.5

LAW ENFORCEMENT INTERFACES

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

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

3.0 Annoyance Call Bureau.

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

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

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

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

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

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

3.2.5. For non-emergency (not life threatening) situations, Requesting Carrier shall advise its Customer to contact its local Law Enforcement Agency and to provide Requesting Carrier with required information to initiate a tap or call trace. Requesting

Carrier will contact AACB during standard operating hours to establish a case. For emergency (life threatening) situations, Requesting Carrier shall inform its Customer to contact its local Law Enforcement Agency and this Agency will contact Ameritech to initiate a tap or call trace.

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

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

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

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

4.0 Wire Intercept.

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

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

5.0 Pen Register (Dial Number Recorder).

5.1. Definition - Requests from law enforcement agencies to conduct a “**form**” of identifying calls dialed by Requesting Carrier Customers in local Exchange Areas. A pen register is a mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the electrical impulses caused when the dial on the telephone is released. A pen register does not overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2. Operational Interface Requirements - See Wire Intercept **Section 4.1.**

6.0 Trace.

6.1. Definition - A form of electronic identification of calling numbers, where, upon consent from the Requesting Carrier Customer (via Requesting Carrier) or court order, law enforcement officials request a record of calling numbers to the premises of the Requesting Carrier Customer.

6.2. Central Office Features - Call Trace is an advanced custom calling feature which provides Requesting Carrier direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer, but will be provided to law enforcement officials.

7.0 Subpoena Management.

7.1. Definition - The law enforcement process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding, are made and make them readily retrievable by local police departments, government organizations, and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, & trace services, etc.)

7.2. Operational Interface Requirements - The law enforcement agency (e.g., local police department, government organization, or attorney) shall serve Ameritech an original subpoena naming Ameritech in its court document for requests for Customer information (see above definition). Ameritech shall forward call trace information to the law enforcement agency for inquiries regarding Requesting Carrier Customers. If the law enforcement agency serves Requesting Carrier the original subpoena, Requesting Carrier shall forward a copy of the original subpoena to Ameritech and advise the law enforcement agency to re-send an original subpoena naming Ameritech in its court document. Ameritech shall notify Requesting Carrier of the resolution of the investigation. However, Ameritech shall only provide the results of the investigation to the proper law enforcement agency.

7.3. Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones, and telemarketing calls to Requesting Carrier's Customers are pending further discussions with Ameritech.

SCHEDULE 10.13

RESALE MAINTENANCE PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Events affecting Ameritech's network, work centers and Operational Support Systems functions;
- (b) Establishing and maintaining a single point of contact responsible for disaster recovery activation, statusing and problem resolution during the course of a disaster and restoration;
- (c) Procedures for notifying Requesting Carrier of problems, initiating restoration plans and advising Requesting Carrier of the status of resolution;
- (d) Definition of a disaster; and
- (e) Equal priority, as between Requesting Carrier Customers and Ameritech Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, deployment of repair personnel, and access to spare parts and components.

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

SCHEDULE 10.13.2

SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY

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

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

Ameritech will support four (4) transaction types: Assume; Change; New; and Delete, as described in Ameritech's Electronic Service Guide, which is based on TCIF Customer Service, Issue 5. Notwithstanding the foregoing, Requesting Carrier shall be entitled to place orders to transfer a Customer to Requesting Carrier without identifying the specific features and services being subscribed by such Customer at the time of the request ("**Migration-As-Is**"). However, unless

agreed to by Ameritech, Migration-As-Is will not include any service subscribed which is not a Telecommunications Service.

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

Schedule 10.17

FORM OF REPRESENTATION OF AUTHORIZATION²

This Representation of Authorization is delivered by Part A, a _____ corporation with offices at _____ (“**Party A**”) to Party B, a _____ corporation with offices at _____ (“**Party B**”) pursuant to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of _____, 1999 by and between Parties (the “**Interconnection Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Interconnection Agreement.

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

1. With respect to requests for CPNI regarding prospective Customers of Party A for purposes other than changes in telecommunications service providers, Party A acknowledges that it must obtain written authorization in the form of a signed letter (“**Letter**”) that explicitly authorizes Party A to have access to the prospective Customer’s CPNI. The Letter must be signed by the prospective Customer or the prospective Customer’s authorized representative. In order to obtain the CPNI of the prospective Customer, Party A must submit to Party B the Letter. If Party A cannot provide a Letter, then Party B shall not provide CPNI to Party A.
2. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, Party A acknowledges that it must obtain authorization by using any of the means specified in the procedures adopted by the Commission in Case No. U-11900 which govern a change in telecommunications service providers (“**Documentation of Authorization**”), in each case that explicitly authorized Party A to change or provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer’s authorized representative. Party A need not submit the Documentation of Authorization to process a service order. However, Party A hereby represents that it will not submit a service order to Party B unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.
3. The Documentation of Authorization must clearly and accurately identify Party A and the prospective Customer. Party B will only disclose CPNI to agents of Party A identified in the Letter or Documentation of Authorization.

2 For purposes of this **Schedule 10.17**, “**Party A**” means the carrier requesting access to a prospective Customer’s CPNI and “**Party B**” means the Party that provides the CPNI. As provided in **Section 10.17**, each Party shall deliver to the other Party a Representation of Authorization in the form of this **Schedule 10.17**.

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

Dated this ____ day of _____ 200____

PARTY A

By: _____

Title: _____

Printed Name: _____

Date: _____

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN
AND
COMCAST TELECOMMUNICATIONS OF MICHIGAN, LLC**

Michigan Bell Telephone Company¹ d/b/a SBC Michigan, as the Incumbent Local Exchange Carrier in Michigan, (hereafter, "ILEC" or "SBC Michigan") and Comcast Telecommunications of Michigan, LLC as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Michigan, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Michigan ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan) ("Amendment"). CLEC and Independent are also referred to as a "LEC."

1.0 Scope of Amendment

- 1.1 On or about June 16, 2003 ILEC made an offer to all telecommunications carriers in the state of Michigan (the "Offer") to exchange traffic on and after July 6, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2.0 Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to LECs.

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Michigan, Illinois, Wisconsin, Indiana, and Ohio. Michigan Bell offers telecommunications services and operates under the names "SBC Michigan" and "SBC Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the State of Michigan. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

2.2.2 The Parties agree to compensate each other for such ISP-bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, according to the following rate schedule:

July 6, 2003 and thereafter: .0007 per minute

2.2.3 Payment of Reciprocal Compensation will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Michigan ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its Michigan Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2003, LEC and ILEC agree that ISP-bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2003.

2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more Michigan LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such Michigan LATAs.

2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an Michigan LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Michigan LATA, and that any ISP-bound Traffic in other Michigan LATAs shall be Bill and Keep for the remaining term of this Agreement.

2.4.3 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound Traffic exchanged

between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

- 4.1 If this Amendment is executed by CARRIER and such executed amendment is received by ILEC on or before July 28, 2003, this Amendment will be effective as of July 6, 2003, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on July 6, 2003 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed amendment is not received by ILEC until after July 28, 2003, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA decision*"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA decision* and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on

Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Michigan reserves its right, to the extent SBC Michigan has not already invoked the FCC ISP terminating compensation in SBC Michigan and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Michigan the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2003, by SBC Michigan, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

Comcast Telecommunications of Michigan, LLC

Michigan Bell Telephone Company d/b/a SBC Michigan
by SBC Telecommunications, Inc., its authorized agent

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President – Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

**MPSC SEPTEMBER 21, 2004 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This MPSC September 21, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Michigan Bell Telephone Company d/b/a SBC Michigan ("SBC Michigan")¹ and Comcast Phone of Michigan, LLC ("CLEC").

WHEREAS, SBC Michigan and CLEC are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission ("MPSC" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the MPSC issued an order ("Order") in Case No. U-13531, on September 21, 2004, approving certain cost studies for unbundled network elements ("UNEs") that may be included in the Agreement and requiring SBC Michigan to file a compliance cost study showing the resulting UNE rates in summary form as an illustrative interconnection agreement pricing schedule (the "Compliance Filing");

WHEREAS, SBC Michigan made the Compliance Filing on November 5, 2004;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates and rate structures such as those established by the Order; and

WHEREAS, based on the foregoing, this Amendment incorporates into the Agreement the same rate and rate structure changes as reflected in the illustrative interconnection agreement pricing schedule submitted as part of the Compliance Filing, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1 The Agreement is hereby amended by referencing and incorporating the following:
 - 2.1.1 Solely to conform the Agreement to effectuate certain rate and rate structure changes established by the Commission in the Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
 - 2.1.2 The new rates and rate structures in Attachment A shall begin to apply on November 6, 2004. That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.² In the event the MPSC

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the names "SBC Michigan" and "SBC Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the State of Michigan.

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting CLEC") should adopt, directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate

in a subsequent order issued as a result of its review of the Compliance Filing revises the rates and/or rate structures reflected in the Compliance Filing, thereby resulting in new rates and/or rate structures under Attachment A hereto, this Amendment with a revised Attachment A conforming to such subsequent order ("Revised Amendment") shall be promptly filed with the Commission for immediate approval, upon which the Revised Amendment shall replace this Amendment, including without limitation that such rates and rate structures in the revised Attachment A shall apply as if such rates and rate structures went into effect on November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate).²

- 2.2 This Amendment is provided as a means by which SBC Michigan and CLEC, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the MPSC's Order. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Michigan's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.
- 2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the MPSC under Section 252(e) of the Act or, absent such MPSC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 of this Amendment.

4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 5.1 This Amendment is the result of the MPSC's Order and solely addresses rates and rate structures. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

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

structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Michigan and the Adopting CLEC, following the date the MPSC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Application of SBC Michigan for a consolidated change of law proceeding to conform 251/252 interconnection agreements to governing law pursuant to Section 252 of the Communications Act of 1934, as amended*, MPSC Case No. U-14305, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Michigan or CLEC from taking any position with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.3 Notwithstanding this Amendment and without limiting Sections 6.1 or 6.2, SBC Michigan (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other MPSC order (including the Michigan-specific requirements regarding wholesale subject matters addressed therein). SBC Michigan (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Comcast Phone of Michigan, LLC

Michigan Bell Telephone Company d/b/a SBC Michigan by SBC Telecommunications, Inc., its authorized agent

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: *For/* Senior Vice President – Industry Markets & Diversified Businesses

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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.*

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
Unbundled Loops			
2W Analog Basic - Access Area A	\$ 9.13		
2W Analog Basic - Access Area B	\$ 10.77		
2W Analog Basic - Access Area C	\$ 14.20		
2W Analog PBX Grd Start - Access Area A	\$ 9.26		
2W Analog PBX Grd Start - Access Area B	\$ 11.05		
2W Analog PBX Grd Start - Access Area C	\$ 14.47		
2W Analog COPTS Coin - Access Area A	\$ 9.45		
2W Analog COPTS Coin - Access Area B	\$ 11.32		
2W Analog COPTS Coin - Access Area C	\$ 14.72		
2W Analog EKL - Access Area A	\$ 10.35		
2W Analog EKL - Access Area B	\$ 12.57		
2W Analog EKL - Access Area C	\$ 15.88		
4W Analog - Access Area A	\$ 21.83		
4W Analog - Access Area B	\$ 26.66		
4W Analog - Access Area C	\$ 33.16		
DIGITAL			
2W Digital ISDN-BRI - Access Area A	\$ 12.66		
2W Digital ISDN-BRI - Access Area B	\$ 16.22		
2W Digital ISDN-BRI - Access Area C	\$ 19.93		
4W Digital - Access Area A	\$ 40.65		
4W Digital - Access Area B	\$ 44.01		
4W Digital - Access Area C	\$ 51.71		
DS3 Loop - Access Area A	\$ 321.94		
DS3 Loop - Access Area B	\$ 379.38		
DS3 Loop - Access Area C	\$ 479.37		
xDSL Capable loops			
PSD 1-5 and 7			
2W ADSL/HDSL Compatible - Access Area A	\$ 9.51		
2W ADSL/HDSL Compatible - Access Area B	\$ 11.42		
2W ADSL/HDSL Compatible - Access Area C	\$ 17.02		
PSD 3			
4W HDSL Compatible - Access Area A	\$ 17.51		
4W HDSL Compatible - Access Area B	\$ 20.96		
4W HDSL Compatible - Access Area C	\$ 32.35		
IDSL-Loops			
IDSL Loop Access Area A - Metro	\$ 12.66		
IDSL Loop Access Area B - Suburban	\$ 16.22		
IDSL Loop Access Area C - Rural	\$ 19.93		

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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.*

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
High Frequency Portion of the Loop			
HFPL Loop - Access Area A	\$ 4.75		
HFPL Loop - Access Area B	\$ 5.71		
HFPL Loop - Access Area C	\$ 8.51		
OSS Modification	\$ -		
Cross Connect Configuration - Company Owned	\$ 0.45	\$ 11.46	\$ 11.46
Cross Connect Configuration - CLEC Owned		\$ 11.46	\$ 11.46
Cross Connect Configuration - CLEC Owned - Non-Integrated	\$ 0.45		
Company-Owned Splitter - Line at a time	\$ 1.33		
Company-Owned Splitter - Shelf at a time			
HFPL Service Order Charges			
Installation		\$ 3.62	\$ 1.77
Subsequent		\$ 3.46	\$ -
Record Order		\$ 2.13	\$ -
Loop NRC			
Service Ordering Charge - Analog Loops - Initial - Per Occasion		\$ 3.62	\$ 1.77
Service Ordering Charge - Analog Loops - Subsequent - Per Occasion		\$ 3.46	
Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion		\$ 2.13	

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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*.

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
Service Ordering -(DS0) - Administrative Charge		\$ -	\$ -
Service Provisioning (DS0)		\$ -	\$ -
Service Ordering -(DS1) - Administrative Charge		\$ 3.54	\$ 2.13
Service Provisioning (DS1) (both UNE-L and new UNE-P)		\$ 63.95	\$ 41.42
Service Ordering -(DS3) - Administrative Charge		\$ 3.54	\$ 2.13
Service Provisioning (DS3) (both UNE-L and new UNE-P)		\$ 91.29	\$ 31.48
Line Connection Charge - Analog Loop - Per Termination (both UNE-L and new UNE-P)		\$ 20.43	\$ 6.71
Service Coordination Fee - Per carrier bill, per central office	\$ 5.39		
<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		\$ 4.62	\$ -
Records Issue Date		\$ 20.52	\$ -
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	\$ -

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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.*

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
<u>Due Date Change Charge, PER ORDER PER OCCASION</u>			
Analog Loop		\$ 3.62	\$ -
Digital DS0		\$ 21.51	\$ -
Digital DS1		\$ 21.51	\$ -
Digital DS3		\$ 21.51	\$ -
Subloops			
MDF to ECS subloop charge 2-Wire Analog Area A (Metro)	\$ 6.98		
MDF to ECS subloop charge 2-Wire Analog Area B (Suburban)	\$ 6.85		
MDF to ECS subloop charge 2-Wire Analog Area C (Rural)	\$ 7.54		
MDF to SAI subloop charge 2-Wire Analog Area A (Metro)	\$ 5.06		
MDF to SAI subloop charge 2-Wire Analog Area B (Suburban)	\$ 5.86		
MDF to SAI subloop charge 2-Wire Analog Area C (Rural)	\$ 6.08		
MDF to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 7.46		
MDF to Terminal subloop charge 2-Wire Analog Area B (Suburban)	\$ 8.96		
MDF to Terminal subloop charge 2-Wire Analog Area C (Rural)	\$ 12.16		
ECS to SAI subloop charge 2-Wire Analog Area A (Metro)	\$ 1.10		
ECS to SAI subloop charge 2-Wire Analog Area B (Suburban)	\$ 1.04		
ECS to SAI subloop charge 2-Wire Analog Area C (Rural)	\$ 1.10		
ECS to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 3.50		
ECS to Terminal subloop charge 2-Wire Analog Area B (Suburban)	\$ 4.14		
ECS to Terminal subloop charge 2-Wire Analog Area C (Rural)	\$ 7.17		
ECS to NID subloop charge 2-Wire Analog Area A (Metro)	\$ 5.17		
ECS to NID subloop charge 2-Wire Analog Area B (Suburban)	\$ 5.95		
ECS to NID subloop charge 2-Wire-Analog Area C (Rural)	\$ 9.21		
SAI to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 2.90		
SAI to Terminal subloop charge 2-Wire Analog Area B (Suburban)	\$ 3.55		
SAI to Terminal subloop charge 2-Wire Analog Area C (Rural)	\$ 6.55		
SAI to NID subloop charge 2-Wire Analog Area A (Metro)	\$ 4.57		
SAI to NID subloop charge 2-Wire Analog Area B (Suburban)	\$ 5.35		
SAI to NID subloop charge 2-Wire-Analog Area C (Rural)	\$ 8.59		
Terminal to NID subloop charge 2-Wire Analog Area A (Metro)	\$ 2.13		
Terminal to NID subloop charge 2-Wire Analog Area B (Suburban)	\$ 2.28		
Terminal to NID subloop charge 2-Wire Analog Area C (Rural)	\$ 2.56		
MDF to ECS subloop charge 4-Wire Analog Area A (Metro)	\$ 28.02		
MDF to ECS subloop charge 4-Wire Analog Area B (Suburban)	\$ 26.45		
MDF to ECS subloop charge 4-Wire Analog Area C (Rural)	\$ 27.69		
MDF to SAI subloop charge 4-Wire Analog Area A (Metro)	\$ 15.96		
MDF to SAI subloop charge 4-Wire Analog Area B (Suburban)	\$ 19.54		
MDF to SAI subloop charge 4-Wire Analog Area C (Rural)	\$ 19.80		

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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*.

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
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		

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
SAI to Terminal subloop charge 2-Wire DSL Area A (Metro)	\$ 2.95		
SAI to Terminal subloop charge 2-Wire DSL Area B (Suburban)	\$ 3.61		
SAI to Terminal subloop charge 2-Wire DSL Area C (Rural)	\$ 6.34		
SAI to NID subloop charge 2-Wire DSL Area A (Metro)	\$ 4.67		
SAI to NID subloop charge 2-Wire DSL Area B (Suburban)	\$ 5.48		
SAI to NID subloop charge 2-Wire DSL Area C (Rural)	\$ 8.33		
Terminal to NID subloop charge 2-Wire DSL Area A (Metro)	\$ 2.20		
Terminal to NID subloop charge 2-Wire DSL Area B (Suburban)	\$ 2.36		
Terminal to NID subloop charge 2-Wire DSL Area C (Rural)	\$ 2.50		
Sub-Loops (continued)			
MDF to ECS subloop charge 4-Wire DSL Area A (Metro)	\$ 10.09		
MDF to ECS subloop charge 4-Wire DSL Area B (Suburban)	\$ 11.63		
MDF to ECS subloop charge 4-Wire DSL Area C (Rural)	\$ 18.74		
MDF to SAI subloop charge 4-Wire DSL Area A (Metro)	\$ 10.98		
MDF to SAI subloop charge 4-Wire DSL Area B (Suburban)	\$ 13.06		
MDF to SAI subloop charge 4-Wire DSL Area C (Rural)	\$ 18.55		
MDF to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 15.68		
MDF to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 19.16		
MDF to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 30.19		
ECS to SAI subloop charge 4-Wire DSL Area A (Metro)	\$ 2.12		
ECS to SAI subloop charge 4-Wire DSL Area B (Suburban)	\$ 1.96		
ECS to SAI subloop charge 4-Wire DSL Area C (Rural)	\$ 2.05		
ECS to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 6.82		
ECS to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 8.06		
ECS to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 13.69		
ECS to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 8.65		
ECS to NID subloop charge 4-Wire DSL Area B (Suburban)	\$ 9.86		
ECS to NID subloop charge 4-Wire DSL Area C (Rural)	\$ 15.84		
SAI to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 5.66		
SAI to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 6.92		
SAI to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 12.49		
SAI to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 7.49		
SAI to NID subloop charge 4-Wire DSL Area B (Suburban)	\$ 8.72		
SAI to NID subloop charge 4-Wire DSL Area C (Rural)	\$ 14.64		
Terminal to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 2.37		
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		

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
MDF to ECS Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 18.10		
MDF to SAI subloop charge 2-Wire ISDN Area A (Metro)	\$ 8.86		
MDF to SAI Subloop Charge 2-Wire ISDN Area B (Suburban)	\$ 11.65		
MDF to SAI Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 12.45		
MDF to Terminal subloop charge 2-Wire ISDN Area A (Metro)	\$ 11.10		
MDF to Terminal Subloop Charge 2-Wire ISDN Area B (Suburban)	\$ 14.54		
MDF to Terminal Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 18.05		
MDF to RT Subloop Charge 4-Wire DS1 Area A (Metro)	\$ 63.61		
MDF to RT Subloop Charge 4-Wire DS1 Area B (Suburban)	\$ 65.75		
MDF to RT Subloop Charge 4-Wire DS1 Area C (Rural)	\$ 69.25		
MDF to RT Subloop Charge-DS3 Area A (Metro)	\$ 320.21		
MDF to RT Subloop Charge-DS3 Area B (Suburban)	\$ 374.10		
MDF to RT Subloop Charge-DS3 Area C (Rural)	\$ 467.37		
Sub-Loop Non-Recurring Charges			
Service Order Charge			
Establish, per occasion		\$ 3.62	\$ 2.13
Add or change, per occasion		\$ 3.54	\$ -
Provisioning			
2-wire Analog		\$ 20.20	\$ 6.71
4-wire Analog		\$ 20.20	\$ 6.71
2-wire DSL		\$ 20.20	\$ 6.71
4-wire DSL		\$ 20.20	\$ 6.71
2-wire ISDN		\$ 20.20	\$ 6.71
2-wire DS1		\$ 146.76	\$ 52.02
DS3		\$ 162.48	\$ 64.68
Loop Qualification			
Manual Loop Qualification		\$ -	
Mechanized Loop Qualification		\$ -	
Loop Conditioning - For Loop Facilities			
For Loop Facilities > 12 kft and < 17.5 kft			
- Remove Load Coils		\$ 34.01	
- Remove Bridged Taps		\$ 26.77	
- Restore Bridged Taps		\$ -	
- Remove Repeater		\$ 27.85	
- Remove Load Coils & Bridged Taps		\$ -	
- Restore Load Coils & Bridged Taps		\$ -	
- Remove Bridged Taps & Repeater		\$ -	

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
- Restore Bridged Taps & Repeater		\$ -	
For Loop Facilities > 17.5 kft			
- Remove Load Coil		\$ 13.61	
- Remove Bridged Tap		\$ 26.77	
- Restore Bridged Tap		\$ -	
- Remove Repeater		\$ 27.85	
- Remove Load Coil & Bridged Tap		\$ -	
- Restore Load Coil & Bridged Tap		\$ -	
- Remove Bridged Tap & Repeater		\$ -	
- Restore Bridged Tap & Repeater		\$ -	
Subloop Conditioning - For subloop Facilities			
For subloop Facilities > 12 kft and < 17.5 kft			
- Remove Load Coils		\$ 34.01	
- Remove Bridged Taps		\$ 26.77	
-Restore Bridged Taps		\$ -	
- Remove Repeater		\$ 27.85	
- 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		\$ 13.61	
- Remove Bridged Tap		\$ 26.77	
- Restore Bridged Tap		\$ -	
- Remove Repeater		\$ 27.85	
- Remove Load Coil & Bridged Tap		\$ -	
- Restore Load Coil & Bridged Tap		\$ -	
- Remove Bridged Tap & Repeater		\$ -	
- Restore Bridged Tap & Repeater		\$ -	
Unbundled Local Switching (ULS) (Stand-Alone)			
ULS Switch Usage (over 1,622 MOU), per MOU or fraction thereof	\$ 0.000017		
Unbundled Local Switching (Stand Alone)			
Basic Line Port	\$ 3.46	\$ 13.63	\$ 7.60
Ground Start Line Port	\$ 3.46	\$ 13.63	\$ 7.60
ISDN-Direct Port	\$ 6.66	\$ 46.68	\$ 24.97
per Telephone Number	\$ -		
DID Trunk Port	\$ 16.92	\$ 39.03	\$ 22.44
per Telephone Number	\$ -		
DID Trunk Port-add/rearrange each termination	\$ -	\$ 16.08	\$ -

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
ISDN Prime Trunk Port per Telephone Number	\$ 127.87	\$ 79.61	\$ 42.52
ISDN Prime Trunk Port-add/rearrange channels	\$ -	\$ 16.08	\$ -
Digital Trunking Trunk Port (DS1)	\$ 92.02	\$ 57.33	\$ 24.97
Unbundled Local Switching (ULS) Trunk Port	\$ 92.02	\$ 106.37	\$ 84.41
Centrex Basic Line Port	\$ 3.46	\$ 13.63	\$ 7.60
Centrex ISDN Line Port	\$ 6.66	\$ 46.68	\$ 24.97
Centrex EKL Line Port	\$ 4.85	\$ 46.68	\$ 24.97
Centrex Attendant Console Line Port	\$ 7.98	\$ 46.68	\$ 24.97
Conversion Charge, per Order (change from one type of line-port to another)		\$ 0.15	\$ -
Provisioning of message detail per record	\$ 0.000383		
Port Feature Add / Change Translation Charge			
Initial (1st) feature per port, per order			
Basic		\$ 0.10	\$ 0.10
Ground Start / PBX		\$ 0.08	\$ 0.08
ISDN Direct		\$ 0.14	\$ 0.14
DID Trunk		\$ -	\$ -
ISDN Prime		\$ 13.07	\$ 12.68
Digital Trunking		\$ 8.25	\$ 8.25
ULS Trunk		\$ 8.25	\$ 8.25
<u>Cancellation or Change (Provisioning) Charge per last critical date reached</u>			
BASIC LINE PORT			
Service Order Portion to be applied to each critical date below		\$ 0.26	
Design Layout Report Date		\$ 3.62	
Records Issue Date		\$ 8.63	
Designed, Verified and Assigned Date		\$ 17.09	
Plant Test Date		\$ 17.09	
Complex Line Port			
Service Order Portion to be applied to each critical date below		\$ 3.38	
Design Layout Report Date		\$ 34.64	
Records Issue Date		\$ 41.28	
Designed, Verified and Assigned Date		\$ 6.30	
Plant Test Date		\$ 20.29	
<u>Cancellation or Change (Provisioning) Charge per last critical date reached</u>			
(continued)			
DS1 Trunk Port			
Service Order Portion to be applied to each critical date below		\$ 3.38	

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
Design Layout Report Date		\$ 21.67	
Records Issue Date		\$ 172.80	
Designed, Verified and Assigned Date		\$ 13.74	
Plant Test Date		\$ 179.75	
New Line Class Code			
Translations: writing, accepting, and testing		\$ 246.09	
Plant Test Date		\$ 259.04	
New Network Routing			
Translations: writing, accepting, and testing		\$ 28.06	
Plant Test Date		\$ 28.06	
<u>Due date change charge per order per occasion</u>			
Basic Line Port		\$ 3.46	
Trunk Port		\$ 0.76	
Complex Line Port		\$ 0.76	
Unbundled Tandem Switch Trunk Port (DS1)			
DS1 Tandem Trunk Port Change - per port		\$ 122.11	\$ 21.97
Service Charge per order		\$ 52.70	\$ 1.75

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
Cancellation or Change Service Charge per last critical date reached			
DS1 Tandem Trunk Port			
Service Order Portion to be applied to each critical date below		\$ 2.06	
Design Layout Report Date		\$ -	
Records Issue Date		\$ -	
Designed, Verified and Assigned Date		\$ -	
Plant Test Date		\$ 43.59	
Tandem Trunk Port Due Date Change Charge, per order per occasion		\$ 0.57	
ULS-ST Usage rates PER MOU			
ULS Switch Usage per MOU (for ULS-ST)	\$ -		
ULS-ST Blended Transport Usage	\$ 0.001321		
ULS-ST Common Transport Usage	\$ 0.000831		
ULS-ST Tandem Switching Usage	\$ 0.000198		
ULS-ST Reciprocal Compensation - Setup	\$ -		
ULS-ST Reciprocal Compensation - MOU	\$ -		
ULS-ST SS7 Signaling Transport	\$ 0.000969		
Stand -Alone ULS and ULS-ST Service Coordination Fee - Per carrier bill, per switch	\$ 5.39		
Unbundled Tandem Switch Trunk Port (DS1)			
Usage (without tandem trunk ports) per mou	\$ 0.000238		
Cross-Connects			
2-Wire	\$ 0.13		
4-Wire	\$ 0.27		
6-Wire	\$ 0.40		
8-Wire	\$ 0.54		
DS1	\$ 16.46		
DS3	N/A		
OC-3	\$ 1.05		
OC-12	\$ 1.05		
OC-48	\$ 1.05		
Centrex System Charges.			
Centrex Common Block Establishment, each		\$ 91.75	\$ 71.17
Centrex System Features Change or Rearrangement, per feature, per occasion		\$ 74.21	\$ -
Centrex System Feature Activation, per feature, per occasion		\$ 42.12	\$ 74.11
Service Ordering Charges			
Service Ordering - Initial - Basic Port		\$ 3.46	\$ 1.77

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
Service Ordering - Initial - Complex Port		\$ 34.49	\$ 8.60
Service Ordering - Initial - ULS Trunk Port		\$ 73.38	\$ 1.75
Service Ordering - Record Order - Basic Port		\$ 2.13	\$ -
Service Ordering - Record Order - Complex Port		\$ 2.13	\$ -
Service Ordering - Record Order - ULS Trunk Port		\$ 2.13	\$ -
Service Ordering - Subsequent - Basic Port		\$ 3.65	\$ -
Service Ordering - Subsequent - Complex Port		\$ 5.04	\$ -
Service Ordering - Subsequent - ULS Trunk Port		\$ 5.04	\$ -
 ULS Billing Establishment, per carrier (6/7/2002 replaces rate element ULS Billing Est., per carrier, per switch)		\$ 2,263.71	
 Custom Routing			
Custom Routing, via LCC - New LCC, per LCC, per switch		\$ 259.04	\$ -
Custom Routing, via LCC - New Network Routing, per route, per switch		\$ 28.09	\$ 27.58
Custom Routing, via AIN, of OS / DA per route, per switch		\$ 28.09	\$ 28.09
 <u>UNE - P Service Order NRC Charge</u>			
POTS Electronic		\$ 0.40	\$ 0.18
POTS Manual		\$ 23.16	\$ 11.37
Non-POTS Electronic		\$ 6.06	\$ 1.39
Non-POTS Manual		\$ 42.98	\$ 15.14

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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.*

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
New UNE-P Port Connection/Disconnection			
Basic Line Port		\$ 0.14	\$ 0.14
Ground Start Line Port		\$ 0.14	\$ 0.14
ISDN-Direct Port		\$ 7.57	\$ 7.57
DID Trunk Port		\$ 32.72	\$ 18.12
ISDN Prime Trunk Port		\$ 65.52	\$ 35.02
Digital Trunking Trunk Port		\$ 43.56	\$ 14.36
ULS Trunk Port		\$ 43.56	\$ 14.36
Centrex Basic Line Port		\$ 0.14	\$ 0.14
Centrex ISDN Line Port		\$ 7.57	\$ 7.57
Centrex EKL Line Port		\$ 3.92	\$ 3.92
Centrex Attendant Console Line Port		\$ 0.41	\$ 0.41
Unbundled Directory Assistance			
Information Call Completion	\$ 0.004099		
Directory Assistance / per occurrence	\$ 0.248852		
Branding Cost per call	\$ 0.003090		
Branding, per switch, initial load (same branding announcement)		\$ 1,098.67	
Branding, per switch, subsequent load (same branding announcement)		\$ 143.75	
Unbundled Operator Services			
Manual Call Assistance (NO LIDB VALIDATION) PER OCCURANCE	\$ 0.276712		
Manual Call Assistance (LIDB VALIDATION) PER OCCURANCE	\$ 0.277175		
Automated Call Assistance per Occurrence	\$ 0.017312		
Busy Line Verification	\$ 0.641135		
Busy Line Verification Interrupt	\$ 0.734555		
Branding Cost per call	\$ 0.003090		
Branding, per switch, initial load (same branding announcement)		\$ 1,098.67	
Branding, per switch, subsequent load (same branding announcement)		\$ 143.75	
Directory Listing Services			
Initial Load per listing	\$ 0.014674		
Update per listing	\$ 0.014674		
Update per month	\$ 1,121.85		
Set up per customer		\$ 495.08	
Access to SS7			
Signal Transfer Point, per port	\$ 251.91	\$ 973.57	\$ 154.13
Signal Switching, per ISUP message PER IAM	\$ 0.000077		
Signal Switching, per TCAP message	\$ 0.000060		
Signal Transport, per ISUP message PER IAM	\$ 0.000055		

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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*.

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
Signal Transport, per TCAP message	\$ 0.000037		
Signal Formulation, per ISUP message PER IAM	\$ 0.000245		
Signal Formulation, per TCAP message	\$ 0.000126		
Signal Tandem Switching, per ISUP message	\$ 0.000132		
Originating Point Code, per service added or changed		\$ 190.81	\$ 125.53
Global Title Address Translation, per service added or changed		\$ 132.23	\$ 129.09
SS7 Links - Service Order Charge, per Request		\$ 11.37	\$ 4.85
Access to 800 Database			
<u>Database Query Using Ameritech Provided Facilities</u>			
800DB Call-Routing Query	\$ 0.000956		
800DB Routing Options Query	\$ 0.000039		
<u>Local STP Database Query Utilizing Carrier Provided</u>			
Facilities between the Carrier's Switch and Ameritech's STP and Ameritech Provided			
Facilities between Ameritech's STP and Ameritech's Regional STP			
800DB Carrier-ID-Only Query	\$ 0.000870		
800DB Routing Options Query	\$ 0.000039		
<u>Regional STP Database Query Utilizing Carrier Provided Facilities</u>			
800DB Carrier-ID-Only Query	\$ 0.000994		
800DB Routing Options Query	\$ 0.000039		
Access to LIDB Database			
LIDB Query at local STP			
LIDB Validation Query	\$ 0.005955		
LIDB Transport Query	\$ 0.000090		
LIDB Query at regional STP			
LIDB Validation Query	\$ 0.005955		
LIDB Transport Query	\$ 0.000002		
Service Order -		\$ 28.66	\$ -
Service Establishment (reference Point Code Activation in SS7 Section)		\$ -	\$ -
CNAM Database			
CNAM Database Query	\$ 0.008476		
Unbundled Transport			
DS1 UDT Rates			
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 1	\$ 32.36		
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 2	\$ 31.44		
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 3	\$ 29.05		

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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*.

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 1	\$ 12.39		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 2	\$ 12.28		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 3	\$ 13.17		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - InterZone	\$ 13.36		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 1	\$ 0.69		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 2	\$ 0.77		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 3	\$ 0.50		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - InterZone	\$ 0.20		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 1	\$ 280.24		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 2	\$ 280.24		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 3	\$ 280.24		
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 1		\$ 75.28	\$ -
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 2		\$ 75.28	\$ -
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 3		\$ 75.28	\$ -
DS1 EF NRC Zone 1		\$ 160.97	\$ 62.69
DS1 EF NRC zone 2		\$ 160.97	\$ 62.69
DS1 EF NRC zone 3		\$ 160.97	\$ 62.69
DS1 IOF NRC Zone 1		\$ 57.80	\$ 22.70
DS1 IOF NRC zone 2		\$ 57.80	\$ 22.70
DS1 IOF NRC zone 3		\$ 57.80	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
<u>Cancellation or Change Service Charge , per last critical date reached.</u>			
DS1			
Service Order Portion to be applied to each critical date below		\$ 2.07	
Design Layout Report Date		\$ 21.09	
Records Issue Date		\$ 21.09	
Designed, Verified and Assigned Date		\$ 31.63	
Plant Test Date		\$ 59.16	
<u>Due date Change Charge, per order or occasion</u>			
DS1		\$ 0.43	
DS3		\$ 0.43	
OC-3, OC-12, OC-48		\$ 0.43	
DS3 UDT Rates			
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 1	\$ 201.73		
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 2	\$ 255.60		
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 3	\$ 263.92		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 1	\$ 129.82		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 2	\$ 114.98		

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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*.

	SBC MI Recurring	SBC Michigan 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 EF NRC Zone 1		\$ 160.49	\$ 62.69
DS3 EF NRC zone 2		\$ 160.49	\$ 62.69
DS3 EF NRC zone 3		\$ 160.49	\$ 62.69
DS3 IOF NRC Zone 1		\$ 74.59	\$ 22.70
DS3 IOF NRC zone 2		\$ 74.59	\$ 22.70
DS3 IOF NRC zone 3		\$ 74.59	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
<u>Cancellation or Change Service Charge , per last critical date reached.</u>			
DS3			
Service Order Portion to be applied to each critical date below		\$ 2.07	
Design Layout Report Date		\$ 20.38	
Records Issue Date		\$ 20.97	
Designed, Verified and Assigned Date		\$ 53.61	
Plant Test Date		\$ 76.53	
OC-3 UDT Rates			
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 1	\$ 481.27		
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 2	\$ 490.62		
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 3	\$ 548.51		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 1	\$ 459.83		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 2	\$ 383.08		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 3	\$ 336.49		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination InterZone	\$ 418.90		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 1	\$ 18.42		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 2	\$ 10.82		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 3	\$ 15.13		
Interoffice Mileage - 155.52 Mbps - Per Mile InterZone	\$ 9.00		
OC-3 Add/Drop Multiplexing, per arrangement All Zones	\$ 300.68		
Add/Drop Function - Per DS3 Add or Drop All Zones	\$ 24.04		
Add/Drop Function - Per DS1 Add or Drop All Zones	\$ 3.84		
1+1 Protection, Per OC-3 Entrance Facility Zone 1	\$ 47.46		

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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*.

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
1+1 Protection, Per OC-3 Entrance Facility Zone 2	\$ 47.23		
1+1 Protection, Per OC-3 Entrance Facility Zone 3	\$ 47.23		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 1	\$ 47.46		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 2	\$ 47.23		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 3	\$ 47.23		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 1	\$ 1.05		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 2	\$ 1.05		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 3	\$ 1.05		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 1	\$ 479.76		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 2	\$ 486.84		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 3	\$ 537.46		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	\$ 0.49		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	\$ 0.97		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	\$ 2.44		
OC3 EF NRC Zone 1		\$ 171.82	\$ 62.69
OC3 EF NRC zone 2		\$ 171.82	\$ 62.69
OC3 EF NRC zone 3		\$ 171.82	\$ 62.69
OC3 IOF NRC Zone 1		\$ 85.93	\$ 22.70
OC3 IOF NRC zone 2		\$ 85.93	\$ 22.70
OC3 IOF NRC zone 3		\$ 85.93	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
<u>Cancellation or Change Service Charge , per last critical date reached.</u>			
<u>OC3, OC12, and OC48</u>			
Service Order Portion to be applied to each critical date below		\$	2.07
Design Layout Report Date		\$	27.11
Records Issue Date		\$	27.11
Designed, Verified and Assigned Date		\$	59.75
Plant Test Date		\$	87.29
<u>OC-12 UDT Rates</u>			
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 1	\$		1,197.95
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 2	\$		1,448.30
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 3	\$		1,719.47
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 1	\$		1,262.38
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 2	\$		1,076.14
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 3	\$		919.56
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination InterZone	\$		1,112.09
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 1	\$		74.45
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 2	\$		40.75
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 3	\$		64.99
Interoffice Mileage - 622.08 Mbps - Per Mile InterZone	\$		38.60
OC-12 Add/Drop Multiplexing, per arrangement All Zones	\$		456.32
Add/Drop Function - Per DS3 Add or Drop All Zones	\$		20.93
Add/Drop Function - Per OC-3 Add or Drop All Zones	\$		64.05
1+1 Protection, Per OC-12 Entrance Facility Zone 1	\$		107.43
1+1 Protection, Per OC-12 Entrance Facility Zone 2	\$		103.80
1+1 Protection, Per OC-12 Entrance Facility Zone 3	\$		103.80
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 1	\$		107.43
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 2	\$		103.80
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 3	\$		103.80
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 1	\$		1.05
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 2	\$		1.05
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 3	\$		1.05
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 1	\$		1,195.46
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 2	\$		1,442.15
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 3	\$		1,707.42
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	\$		0.81
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	\$		1.58
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	\$		2.67
OC12 EF NRC Zone 1		\$	171.82
OC12 EF NRC zone 2		\$	171.82
OC12 EF NRC zone 3		\$	171.82
		\$	62.69
		\$	62.69
		\$	62.69

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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.*

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
OC12 IOF NRC Zone 1		\$ 85.93	\$ 22.70
OC12 IOF NRC zone 2		\$ 85.93	\$ 22.70
OC12 IOF NRC zone 3		\$ 85.93	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
OC-48 UDT Rates			
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 1	\$ 3,937.57		
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 2	\$ 4,711.36		
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 3	\$ 4,719.85		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 1	\$ 3,703.43		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 2	\$ 4,238.86		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 3	\$ 3,172.26		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination InterZone	\$ 4,582.75		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 1	\$ 36.06		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 2	\$ 42.83		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 3	\$ 73.28		
Interoffice Mileage - 2488.32 Mbps - Per Mile InterZone	\$ 24.84		
OC-48 Add/Drop Multiplexing, per arrangement All Zones	\$ 1,637.00		
Add/Drop Function - Per DS3 Add or Drop All Zones	\$ 24.53		
Add/Drop Function - Per OC-3 Add or Drop All Zones	\$ 182.79		
Add/Drop Function - Per OC-12 Add or Drop All Zones	\$ 105.09		
1+1 Protection, Per OC-48 Entrance Facility Zone 1	\$ 525.47		
1+1 Protection, Per OC-48 Entrance Facility Zone 2	\$ 525.47		
1+1 Protection, Per OC-48 Entrance Facility Zone 3	\$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 1	\$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 2	\$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 3	\$ 525.47		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 1	\$ 1.05		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 2	\$ 1.05		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 3	\$ 1.05		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 1	\$ 3,934.69		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 2	\$ 4,704.65		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 3	\$ 4,708.90		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	\$ 0.93		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	\$ 1.72		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	\$ 2.42		
OC48 EF NRC Zone 1		\$ 171.82	\$ 62.69
OC48 EF NRC zone 2		\$ 171.82	\$ 62.69
OC48 EF NRC zone 3		\$ 171.82	\$ 62.69
OC48 IOF NRC Zone 1		\$ 85.93	\$ 22.70

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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.*

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
OC48 IOF NRC zone 2		\$ 85.93	\$ 22.70
OC48 IOF NRC zone 3		\$ 85.93	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
Unbundled Dark Fiber			
Dark Fiber - Interoffice			
Interoffice Mileage Termination	\$ 25.34		
Interoffice Mileage	\$ 0.002196		
Interoffice Cross Connect	\$ 2.11		
Interoffice Inquiry (Provisioning) Charge, per request		\$ 338.03	\$ -
Interoffice Inquiry (Service Order) Charge, per request		\$ 2.33	\$ -
Interoffice Administration Charge, per order		\$ 14.35	\$ 16.19
Interoffice Connection Charge, per strand		\$ 466.62	\$ 157.40
Interoffice Cross-Connects, per strand		\$ 3.62	\$ 3.62
Interoffice Mileage Termination		\$ -	\$ -
Interoffice Mileage-per strand per foot		\$ -	\$ -
Interoffice Cross Connect		\$ -	\$ -
Dark Fiber - Loop/Sub-Loop			
Loop/Sub-Loop Mileage Termination	\$ 10.77		
Loop/Sub-Loop Mileage	\$ 0.002562		
Loop/Sub-Loop Cross Connect	\$ 1.05		
Loop/Sub-Loop Inquiry (Provisioning) Charge, per request		\$ 79.66	\$ -
Loop/Sub-Loop Inquiry (Service Order) Charge, per request		\$ 2.33	\$ -
Sub-Loop Inquiry Charge, per request		\$ 79.66	\$ -
Loop/Sub-Loop Administration Charge, per order		\$ 14.35	\$ 16.19
Loop/Sub-Loop Connection Charge, CO to RT/CEV/Hut; CO to Premises, per strand		\$ 358.08	\$ 16.60
Sub-Loop Connection Charge, RT/CEV Hut to Premises, per strand		\$ 48.05	\$ 16.60
Loop/Sub-Loop Cross Connect Charge, per strand		\$ 48.05	\$ 16.60
Sub-Loop Cross Connect Charge, per strand		\$ 48.05	\$ 16.60
Loop/Sub-Loop Cross Connect		\$ -	\$ -
RECIPROCAL COMPENSATION			
End Office Local Termination			
Set up charge, per call	\$ 0.000622		
Duration charge, per MOU	\$ 0.000521		
Tandem Switching			
Set up charge, per call	\$ 0.000322		
Duration charge, per MOU	\$ 0.000337		
Tandem Transport Termination			
Set up charge, per call	\$ 0.000077		
Duration charge, per MOU	\$ 0.000081		

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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.*

Tandem Transport Facility per MOU, per Mile

SBC MI
Recurring
\$ 0.000001

SBC Michigan
Non-Recurring
Connect Disconnect

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
TRANSIT SERVICE			
Tandem Switching per minute of use	\$ 0.000309		
Tandem Termination per minute of use	\$ 0.000105		
Tandem Facility per minute of use	\$ 0.000040		
<u>Special Access to UNE Loop and Transport</u>			
Project Administrative Charge, per service order		\$ 4.30	
Channelized DS3 - Design & Coordination (with mileage)		\$ 4.42	
Channelized DS3 - Demarcation Re-tag (with mileage)		\$ -	
Channelized DS1 - Design & Coordination (with mileage)		\$ 4.34	
Channelized DS1 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS3 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS1 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS0 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (with mileage)		\$ -	
Channelized DS3 - Design & Coordination (without mileage)		\$ 4.52	
Channelized DS3 - Demarcation Re-tag (without mileage)		\$ -	
Channelized DS1 - Design & Coordination (without mileage)		\$ 4.34	
Channelized DS1 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS3 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS1 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS0 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (without mileage)		\$ -	
<u>Enhanced Extended Loop (EEL)</u>			
2W Analog Loop Connection - Initial		\$ 7.33	\$ 4.08
2W Analog Loop Connection - Additional		\$ 4.07	\$ 2.54
4W Analog Loop Connection - Initial		\$ 15.21	\$ 7.49
4W Analog Loop Connection - Additional		\$ 7.98	\$ 5.22
2W Digital Loop Connection - Initial		\$ 7.33	\$ 4.28

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
2W Digital Loop Connection - Additional		\$ 4.07	\$ 2.54
4W DS1 Digital Loop Connection - Initial		\$ 67.42	\$ 14.31
4W DS1 Digital Loop Connection - Additional		\$ 43.75	\$ 8.07
Central Office Multiplexing DS1 to Voice - Initial		\$ 10.25	\$ 4.36
Central Office Multiplexing DS1 to Voice - Additional		\$ 8.81	\$ 2.46
DS1 Interoffice Dedicated Transport Collocated - Initial		\$ 58.76	\$ 39.45
DS1 Interoffice Dedicated Transport Collocated - Additional		\$ 44.06	\$ 39.45
DS1 Dedicated Transport Non-Collocated - Initial		\$ 165.35	\$ 65.95
DS1 Dedicated Transport Non-Collocated - Additional		\$ 98.46	\$ 16.24
4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated - Initial		\$ 388.81	\$ 39.45
4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated - Additional		\$ -	\$ 39.45
4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-Collocated - Initial		\$ 628.62	\$ -
4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-Collocated - Additional		\$ -	\$ -
DS3 Interoffice Dedicated Transport Collocated - Initial		\$ 77.32	\$ 23.35
DS3 Interoffice Dedicated Transport Collocated - Additional		\$ 35.70	\$ 13.42
DS3 Dedicated Transport Non-Collocated - Initial		\$ 246.01	\$ 89.30
DS3 Dedicated Transport Non-Collocated - Additional		\$ 78.86	\$ 29.65
Clear Channel Capability - Initial		\$ 74.62	\$ 7.62
Clear Channel Capability - Additional		\$ 24.11	\$ 7.62
Electronic - Analog/2-Wire Digital Loop - Establish Service Ordering Charge, Per Service Request, ASR or LSR		\$ 0.25	\$ 0.25
Electronic Subsequent Order - Analog/2-Wire Digital EEL Loop, per Request, ASR or LSR		\$ 0.25	\$ -
Manual - Analog/2-Wire Digital Loop - Establish Service Ordering Charge, Per Service Request, ASR or LSR		\$ 47.18	\$ 31.54
Manual Subsequent Order - Analog/2-Wire Digital EEL Loop, per Request, ASR or LSR		\$ 44.21	\$ -
Electronic - DS1 Loop - Establish Service Ordering Charge, Per Service Request, ASR or LSR		\$ 3.54	\$ 2.13
Electronic Subsequent Order - DS1 EEL Loop, per Request, ASR or LSR		\$ 2.96	\$ -
Manual - DS1 Loop - Establish Service Ordering Charge, Per Service Request, ASR or LSR		\$ 52.22	\$ 31.54
Manual Subsequent Order - DS1 EEL Loop, per Request, ASR or LSR		\$ 44.21	\$ -
Electronic - DS1, DS3 Transport - Establish Service Ordering Charge, Per Service Request, ASR or LSR		\$ 3.14	\$ 2.13
Manual - DS1, DS3 Transport - Establish Service Ordering Charge, Per Service Request, ASR or LSR		\$ 54.46	\$ 31.54
Electronic - Non-channelized DS1 EEL - Establish Service Ordering Charge, Per Service Request, ASR or LSR		\$ 3.54	\$ 2.13
Manual - Non-channelized DS1 EEL - Establish Service Ordering Charge, Per Service Request, ASR or LSR		\$ 85.21	\$ 31.54
Electronic - Central Office Multiplexing - DS1 to Voice - Establish Serv. Ord. Chg, Per Service Request, ASR or LSR		\$ 3.98	\$ 1.93
Manual - Central Office Multiplexing - DS1 to Voice - Establish Serv. Ord. Chg, Per Service Request, ASR or LSR		\$ 54.46	\$ 31.54
Resale			
Resale Discount	16.62%		
MPSC Ordered Collocation			

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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*.

	SBC MI Recurring	SBC Michigan Non-Recurring Connect Disconnect
Physical Collocation: The M.P.S.C. ordered tariff collocation rates are effective only as they apply to currently effective interconnection agreements that either: 1) point to the Michigan tariff or 2) have been awarded tariff rates through arbitration.		
Planning Fees:		
Physical Collocation - Initial (monthly per 100 SF)	\$ 19.26	
Physical Collocation - Initial (per request)		\$ 3,735.92
Physical Collocation - Subsequent Cable Only		\$ 1,293.20
Common/Shared Collocation - Initial (monthly per 100 SF)	\$ 0.89	
Common/Shared Collocation - Initial (per request)		\$ 3,161.16
Common/Shared Collocation - Subsequent Cable Only		\$ 1,293.20
Cageless Collocation - Initial		\$ 4,741.75
Cageless Collocation - Subsequent Cable Only		\$ 1,436.89
Adjacent On-Site Collocation - Initial		\$ 6,466.02
Adjacent On-Site Collocation - Subsequent Cable Only		\$ 1,293.20
Adjacent Off-Site Collocation - Initial		\$ 1,427.49
Physical Caged Collocation:		
Physical Land and Building (per 100 SF cage)	\$ 907.64	
Physical Cage Preparation (per 100 SF cage)	\$ 55.44	
HVAC (per 10 amps of DC power)	\$ 5.88	
Physical Cable Racking (per 100 SF cage)	\$ 28.85	
Physical Grounding (per 100 SF cage)	\$ 4.50	
Cageless Collocation:		
Land and Building Charge (per 1/4 rack)	\$ 11.14	
Relay Rack Charge (Optional) (per 1/4 rack)	\$ 2.67	
HVAC (per 10 amps of DC power)	\$ 5.88	
Caged/Common Collocation:		
Land and Building (per common area linear foot)	\$ 42.15	
Cage Preparation (per common area linear foot)	\$ 2.09	
HVAC (per 10 amps of DC power)	\$ 5.88	
Physical Cable Racking (per common area linear foot)	\$ 4.54	
Physical Grounding (per common area linear foot)	\$ 0.21	
Power Consumption - DC Usage		
Physical Caged Collocation (per AMP)	\$ 6.10	
Common Caged Collocation (per AMP)	\$ 6.10	
Cageless Collocation (per AMP)	\$ 6.50	
Adjacent On-Site Collocation (per AMP)	\$ 5.22	
Power Consumption - AC Usage		
Physical Caged Collocation (per AMP)	\$ 4.00	
Common Caged Collocation (per AMP)	\$ 4.00	
Cageless Collocation (per AMP)	\$ 4.00	
Adjacent On-Site Collocation (per AMP)	\$ 4.00	

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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	SBC MI Recurring	SBC Michigan Non-Recurring Connect Disconnect
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 Collocation: The M.P.S.C. ordered tariff collocation rates are effective only as they apply to currently effective interconnection agreements that either: 1) point to the Michigan tariff or 2) have been awarded tariff rates through arbitration.		
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

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

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	SBC MI Recurring	SBC Michigan Non-Recurring
		Connect Disconnect
Adjacent Off-Site Collocation - Voice Grade Arrangement (900 pairs)	\$ 355.52	\$ 694.94
Optical Circuit Arrangement (12 Fiber pairs)		
Physical Caged Collocation - (per Cable)	\$ 8.32	\$ 2,622.86
Common Caged Collocation - (per Cable)	\$ 8.32	\$ 2,622.86
Cageless Collocation - (per Cable)	\$ 8.32	\$ 2,277.74
Adjacent On-Site Collocation - (per Cable)	\$ 8.34	\$ 2,912.75
Adjacent On-Site Collocation - Optical Racking	\$ 0.77	
Adjacent Off-Site Collocation - (per Cable)	\$ 9.14	\$ 2,903.19
Power Arrangement		
Physical Caged Collocation		
Power Delivery - 40 AMP		\$ 170.71
Power Delivery - 100 AMP		\$ 222.66
Power Delivery - 200 AMP		\$ 290.20
Physical Cageless Collocation	\$ 0.08	
Common Caged Collocation		
Power Delivery - 40 AMP		\$ 170.71
Power Delivery - 100 AMP		\$ 222.66
Power Delivery - 200 AMP		\$ 290.20
Adjacent On-Site Collocation	\$ -	
Power Delivery - 200 AMP	\$ 16.02	\$ 6,058.45
Power Delivery - 400 AMP	\$ 32.03	\$ 11,764.36
Power Delivery - 600 AMP	\$ 33.80	\$ 15,543.72
Power Delivery - 800 AMP	\$ 50.71	\$ 23,139.31
Cable Rack between CO Outside Wall and Adjacent On-Site	\$ 35.48	\$ 297.75
Cable Entrance, per wall opening		\$ 714.83
Entrance Fiber Structure Charge (per 125 foot Innerduct)	\$ 1.94	

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

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	SBC MI Recurring	SBC Michigan Non-Recurring Connect Disconnect
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 Collocation: The M.P.S.C. ordered tariff collocation rates are effective only as they apply to currently effective interconnection agreements that either: 1) point to the Michigan tariff or 2) have been awarded tariff rates through arbitration.		
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
Virtual Collocation: The M.P.S.C. ordered tariff collocation rates are effective only as they apply to currently effective interconnection agreements that either: 1) point to the Michigan tariff or 2) have been awarded tariff rates through arbitration.		
Planning		
Initial		\$ 4,741.75
Subsequent/Cable Only		\$ 1,436.89
Land and Building (per 1/4 bay framework)	\$ 11.14	
Relay Rack (per 1/4 rack)	\$ 2.67	
HVAC (per 10 amps of DC power consumption)	\$ 5.88	
Entrance Fiber (per cable)	\$ 14.97	\$ 1,598.37
Entrance Fiber Structure Charge	\$ 1.94	
Power Delivery	\$ 0.08	
Power Consumption		
DC Power (per AMP)	\$ 6.50	
AC Power (per AMP)	\$ 4.00	
Voice Grade Interconnection Arrangement (per 100 pairs)	\$ 6.51	\$ 936.26
DS1 Interconnection Arrangement to DCS (per 28 DS1s)	\$ 297.90	\$ 1,421.73

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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*.

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
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	

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**SBC Michigan Rates per Order
in Case No. U-13531**

To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's Order and Notice of Proposed Rulemaking, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

Furthermore, SBC Michigan does not waive and expressly reserves all rights asserted in its application filed on September 30, 2004 with the Michigan Public Service Commission (MPSC) in Case No. U-14305, *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.*

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
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	

Note 1: All rates subject to change based on the final Compliance Order in Case No. U-13531.

**MPSC SEPTEMBER 21, 2004 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This MPSC September 21, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Michigan Bell Telephone Company d/b/a SBC Michigan ("SBC Michigan")¹ and Comcast Phone of Michigan, LLC ("CLEC").

WHEREAS, SBC Michigan and CLEC are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission ("MPSC" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the MPSC issued an order ("Order") in Case No. U-13531, on September 21, 2004, approving certain cost studies for unbundled network elements ("UNEs") that may be included in the Agreement and requiring SBC Michigan to file a compliance cost study showing the resulting UNE rates in summary form as an illustrative interconnection agreement pricing schedule (the "Compliance Filing");

WHEREAS, SBC Michigan made the Compliance Filing on November 5, 2004;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates and rate structures such as those established by the Order; and

WHEREAS, based on the foregoing, this Amendment incorporates into the Agreement the same rate and rate structure changes as reflected in the illustrative interconnection agreement pricing schedule submitted as part of the Compliance Filing, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

2.1 The Agreement is hereby amended by referencing and incorporating the following:

- 2.1.1 Solely to conform the Agreement to effectuate certain rate and rate structure changes established by the Commission in the Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
- 2.1.2 The new rates and rate structures in Attachment A shall begin to apply on November 6, 2004. That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward. The MPSC in a subsequent order issued as a result of its review of the Compliance Filing, revised the rates and/or rate structures reflected in the Compliance Filing, thereby resulting in new rates and/or rate structures

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the names "SBC Michigan" and "SBC Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the State of Michigan.

under Attachment A hereto. This Amendment with a revised Attachment A conforming to such subsequent order ("Revised Amendment") shall be promptly filed with the Commission for immediate approval, upon which the Revised Amendment shall replace the MPSC September 21, 2004 Order Amendment, including without limitation that such rates and rate structures in the revised Attachment A shall apply as if such rates and rate structures went into effect on November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate).

- 2.2 This Amendment is provided as a means by which SBC Michigan and CLEC, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the MPSC's Order. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Michigan's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.
- 2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if access to such UNE(s) is barred under the FCC's *Order on Remand*, FCC 04-290, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. February 4, 2005).

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the MPSC under Section 252(e) of the Act or, absent such MPSC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 of this Amendment.

4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 5.1 This Amendment is the result of the MPSC's Order and solely addresses rates and rate structures. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

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*, MPSC Case

No. U-14305, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); and the FCC's *Order on Remand*, FCC 04-290, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. February 4, 2005).

- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Michigan or CLEC from taking any position with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.3 Notwithstanding this Amendment and without limiting Sections 6.1 or 6.2, neither Party (or its affiliates) is waiving its rights, abilities, remedies or arguments with respect to the applicability or non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other MPSC order (including the Michigan-specific requirements regarding wholesale subject matters addressed therein). Each Party (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Comcast Phone of Michigan, LLC

Michigan Bell Telephone Company d/b/a SBC
Michigan by SBC Operations, Inc. its authorized agent

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: AVP-Local Interconnection Marketing

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

**SBC MICHIGAN RATES PER ORDER
IN CASE NO. U-13531**

**ATTACHMENT A –
EXHIBIT A PRICE SCHEDULE
EFFECTIVE NOVEMBER 6, 2004**

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
Unbundled Loops			
2W Analog Basic - Access Area A	\$ 9.13		
2W Analog Basic - Access Area B	\$ 10.77		
2W Analog Basic - Access Area C	\$ 14.20		
2W Analog PBX Grd Start - Access Area A	\$ 9.26		
2W Analog PBX Grd Start - Access Area B	\$ 11.05		
2W Analog PBX Grd Start - Access Area C	\$ 14.47		
2W Analog COPTS Coin - Access Area A	\$ 9.45		
2W Analog COPTS Coin - Access Area B	\$ 11.32		
2W Analog COPTS Coin - Access Area C	\$ 14.72		
2W Analog EKL - Access Area A	\$ 10.35		
2W Analog EKL - Access Area B	\$ 12.57		
2W Analog EKL - Access Area C	\$ 15.88		
4W Analog - Access Area A	\$ 21.83		
4W Analog - Access Area B	\$ 26.66		
4W Analog - Access Area C	\$ 33.16		
DIGITAL			
2W Digital ISDN-BRI - Access Area A	\$ 12.66		
2W Digital ISDN-BRI - Access Area B	\$ 16.22		
2W Digital ISDN-BRI - Access Area C	\$ 19.93		
4W Digital - Access Area A	\$ 40.65		
4W Digital - Access Area B	\$ 44.01		
4W Digital - Access Area C	\$ 51.71		
DS3 Loop - Access Area A	\$ 321.94		
DS3 Loop - Access Area B	\$ 379.38		
DS3 Loop - Access Area C	\$ 479.37		
xDSL Capable loops			
PSD 1-5 and 7			
2W ADSL/HDSL Compatible - Access Area A	\$ 9.51		
2W ADSL/HDSL Compatible - Access Area B	\$ 11.42		
2W ADSL/HDSL Compatible - Access Area C	\$ 17.02		
PSD 3			
4W HDSL Compatible - Access Area A	\$ 17.51		
4W HDSL Compatible - Access Area B	\$ 20.96		
4W HDSL Compatible - Access Area C	\$ 32.35		
IDSL-Loops			
IDSL Loop Access Area A - Metro	\$ 12.66		
IDSL Loop Access Area B - Suburban	\$ 16.22		
IDSL Loop Access Area C - Rural	\$ 19.93		
High Frequency Portion of the Loop			
HFPL Loop - Access Area A	\$ 4.75		
HFPL Loop - Access Area B	\$ 5.71		
HFPL Loop - Access Area C	\$ 8.51		
OSS Modification	\$ -		
Cross Connect Configuration - Company Owned	\$ 0.45	\$ 11.46	\$ 11.46
Cross Connect Configuration - CLEC Owned		\$ 11.46	\$ 11.46
Cross Connect Configuration - CLEC Owned - Non-Integrated	\$ 0.45		
Company-Owned Splitter - Line at a time	\$ 1.33		
Company-Owned Splitter - Shelf at a time			
HFPL Service Order Charges			
Installation		\$ 3.62	\$ 1.77
Subsequent		\$ 3.46	\$ -
Record Order		\$ 2.13	\$ -
Loop NRC			
Service Ordering Charge - Analog Loops - Initial - Per Occasion		\$ 3.62	\$ 1.77
Service Ordering Charge - Analog Loops - Subsequent - Per Occasion		\$ 3.46	
Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion		\$ 2.13	
Service Ordering -(DS0) - Administrative Charge		\$ -	\$ -
Service Provisioning (DS0)		\$ -	\$ -
Service Ordering -(DS1) - Administrative Charge		\$ 3.54	\$ 2.13
Service Provisioning (DS1) (both UNE-L and new UNE-P)		\$ 63.95	\$ 41.42
Service Ordering -(DS3) - Administrative Charge		\$ 3.54	\$ 2.13
Service Provisioning (DS3) (both UNE-L and new UNE-P)		\$ 91.29	\$ 31.48
Line Connection Charge - Analog Loop - Per Termination (both UNE-L and new UNE-P)		\$ 20.43	\$ 6.71
Service Coordination Fee - Per carrier bill, per central office	\$ 5.39		

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
<u>Cancellation OR Change Service Charge, PER LAST CRITICAL DATE REACHED</u>			
<u>ANALOG LOOPS</u>			
Service Order Portion to be applied to each critical date below		\$ 0.36	\$ -
Design Layout report date		\$ -	\$ -
Records Issue Date		\$ -	\$ -
Designed, Verified and Assigned Date		\$ 7.76	\$ -
Plant Test Date		\$ 52.27	\$ -
<u>DS0</u>			
<u>DIGITAL LOOPS</u>			
Service Order Portion to be applied to each critical date below		\$ 0.36	\$ -
Design Layout report date		\$ -	\$ -
Records Issue Date		\$ -	\$ -
Designed, Verified and Assigned Date		\$ -	\$ -
Plant Test Date		\$ -	\$ -
<u>DS1</u>			
Service Order Portion to be applied to each critical date below		\$ 2.38	\$ -
Design Layout report date		\$ 15.04	\$ -
Records Issue Date		\$ 15.04	\$ -
Designed, Verified and Assigned Date		\$ 45.33	\$ -
Plant Test Date		\$ 65.75	\$ -
<u>DS3</u>			
Service Order Portion to be applied to each critical date below		\$ 2.38	\$ -
Design Layout report date		\$ 16.05	\$ -
Records Issue Date		\$ 16.05	\$ -
Designed, Verified and Assigned Date		\$ 43.27	\$ -
Plant Test Date		\$ 66.14	\$ -
<u>Due Date Change Charge, PER ORDER PER OCCASION</u>			
Analog Loop		\$ 3.62	\$ -
Digital DS0		\$ 0.26	\$ -
Digital DS1		\$ 0.55	\$ -
Digital DS3		\$ 0.55	\$ -
<u>Subloops</u>			
MDF to ECS subloop charge 2-Wire Analog Area A (Metro)	\$ 6.98		
MDF to ECS subloop charge 2-Wire Analog Area B (Suburban)	\$ 6.85		
MDF to ECS subloop charge 2-Wire Analog Area C (Rural)	\$ 7.54		
MDF to SAI subloop charge 2-Wire Analog Area A (Metro)	\$ 5.06		
MDF to SAI subloop charge 2-Wire Analog Area B (Suburban)	\$ 5.86		
MDF to SAI subloop charge 2-Wire Analog Area C (Rural)	\$ 6.08		
MDF to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 7.46		
MDF to Terminal subloop charge 2-Wire Analog Area B (Suburban)	\$ 8.96		
MDF to Terminal subloop charge 2-Wire Analog Area C (Rural)	\$ 12.16		
ECS to SAI subloop charge 2-Wire Analog Area A (Metro)	\$ 1.10		
ECS to SAI subloop charge 2-Wire Analog Area B (Suburban)	\$ 1.04		
ECS to SAI subloop charge 2-Wire Analog Area C (Rural)	\$ 1.10		
ECS to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 3.50		
ECS to Terminal subloop charge 2-Wire Analog Area B (Suburban)	\$ 4.14		
ECS to Terminal subloop charge 2-Wire Analog Area C (Rural)	\$ 7.17		
ECS to NID subloop charge 2-Wire Analog Area A (Metro)	\$ 5.17		
ECS to NID subloop charge 2-Wire Analog Area B (Suburban)	\$ 5.95		
ECS to NID subloop charge 2-Wire Analog Area C (Rural)	\$ 9.21		
SAI to Terminal subloop charge 2-Wire Analog Area A (Metro)	\$ 2.90		
SAI to Terminal subloop charge 2-Wire Analog Area B (Suburban)	\$ 3.55		
SAI to Terminal subloop charge 2-Wire Analog Area C (Rural)	\$ 6.55		
SAI to NID subloop charge 2-Wire Analog Area A (Metro)	\$ 4.57		
SAI to NID subloop charge 2-Wire Analog Area B (Suburban)	\$ 5.35		
SAI to NID subloop charge 2-Wire Analog Area C (Rural)	\$ 8.59		
Terminal to NID subloop charge 2-Wire Analog Area A (Metro)	\$ 2.13		
Terminal to NID subloop charge 2-Wire Analog Area B (Suburban)	\$ 2.28		
Terminal to NID subloop charge 2-Wire Analog Area C (Rural)	\$ 2.56		
MDF to ECS subloop charge 4-Wire Analog Area A (Metro)	\$ 28.02		
MDF to ECS subloop charge 4-Wire Analog Area B (Suburban)	\$ 26.45		
MDF to ECS subloop charge 4-Wire Analog Area C (Rural)	\$ 27.69		
MDF to SAI subloop charge 4-Wire Analog Area A (Metro)	\$ 15.96		
MDF to SAI subloop charge 4-Wire Analog Area B (Suburban)	\$ 19.54		
MDF to SAI subloop charge 4-Wire Analog Area C (Rural)	\$ 19.80		
MDF to Terminal subloop charge 4-Wire Analog Area A (Metro)	\$ 20.18		
MDF to Terminal subloop charge 4-Wire Analog Area B (Suburban)	\$ 25.04		
MDF to Terminal subloop charge 4-Wire Analog Area C (Rural)	\$ 31.08		

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
ECS to SAI subloop charge 4-Wire Analog Area A (Metro)	\$ 2.11		
ECS to SAI subloop charge 4-Wire Analog Area B (Suburban)	\$ 2.00		
ECS to SAI subloop charge 4-Wire Analog Area C (Rural)	\$ 2.11		
ECS to Terminal subloop charge 4-Wire Analog Area A (Metro)	\$ 6.33		
ECS to Terminal subloop charge 4-Wire Analog Area B (Suburban)	\$ 7.50		
ECS to Terminal subloop charge 4-Wire Analog Area C (Rural)	\$ 13.39		
ECS to NID subloop charge 4-Wire Analog Area A (Metro)	\$ 7.97		
ECS to NID subloop charge 4-Wire Analog Area B (Suburban)	\$ 9.12		
ECS to NID subloop charge 4-Wire Analog Area C (Rural)	\$ 15.47		
SAI to Terminal subloop charge 4-Wire Analog Area A (Metro)	\$ 5.17		
SAI to Terminal subloop charge 4-Wire Analog Area B (Suburban)	\$ 6.36		
SAI to Terminal subloop charge 4-Wire Analog Area C (Rural)	\$ 12.19		
SAI to NID subloop charge 4-Wire Analog Area A (Metro)	\$ 6.81		
SAI to NID subloop charge 4-Wire Analog Area B (Suburban)	\$ 7.98		
SAI to NID subloop charge 4-Wire Analog Area C (Rural)	\$ 14.27		
Terminal to NID subloop charge 4-Wire Analog Area A (Metro)	\$ 2.13		
Terminal to NID subloop charge 4-Wire Analog Area B (Suburban)	\$ 2.07		
Terminal to NID subloop charge 4-Wire Analog Area C (Rural)	\$ 2.69		
MDF to ECS subloop charge 2-Wire DSL Area A (Metro)	\$ 5.04		
MDF to ECS subloop charge 2-Wire DSL Area B (Suburban)	\$ 5.81		
MDF to ECS subloop charge 2-Wire DSL Area C (Rural)	\$ 9.37		
MDF to SAI subloop charge 2-Wire DSL Area A (Metro)	\$ 5.30		
MDF to SAI subloop charge 2-Wire DSL Area B (Suburban)	\$ 6.34		
MDF to SAI subloop charge 2-Wire DSL Area C (Rural)	\$ 9.11		
MDF to Terminal subloop charge 2-Wire DSL Area A (Metro)	\$ 7.78		
MDF to Terminal subloop charge 2-Wire DSL Area B (Suburban)	\$ 9.55		
MDF to Terminal subloop charge 2-Wire DSL Area C (Rural)	\$ 15.03		
ECS to SAI subloop charge 2-Wire DSL Area A (Metro)	\$ 1.07		
ECS to SAI subloop charge 2-Wire DSL Area B (Suburban)	\$ 0.99		
ECS to SAI subloop charge 2-Wire DSL Area C (Rural)	\$ 1.04		
ECS to Terminal subloop charge 2-Wire DSL Area A (Metro)	\$ 3.55		
ECS to Terminal subloop charge 2-Wire DSL Area B (Suburban)	\$ 4.21		
ECS to Terminal subloop charge 2-Wire DSL Area C (Rural)	\$ 6.96		
ECS to NID subloop charge 2-Wire DSL Area A (Metro)	\$ 5.27		
ECS to NID subloop charge 2-Wire DSL Area B (Suburban)	\$ 6.07		
ECS to NID subloop charge 2-Wire DSL Area C (Rural)	\$ 8.95		
SAI to Terminal subloop charge 2-Wire DSL Area A (Metro)	\$ 2.95		
SAI to Terminal subloop charge 2-Wire DSL Area B (Suburban)	\$ 3.61		
SAI to Terminal subloop charge 2-Wire DSL Area C (Rural)	\$ 6.34		
SAI to NID subloop charge 2-Wire DSL Area A (Metro)	\$ 4.67		
SAI to NID subloop charge 2-Wire DSL Area B (Suburban)	\$ 5.48		
SAI to NID subloop charge 2-Wire DSL Area C (Rural)	\$ 8.33		
Terminal to NID subloop charge 2-Wire DSL Area A (Metro)	\$ 2.20		
Terminal to NID subloop charge 2-Wire DSL Area B (Suburban)	\$ 2.36		
Terminal to NID subloop charge 2-Wire DSL Area C (Rural)	\$ 2.50		
Sub-Loops (continued)			
MDF to ECS subloop charge 4-Wire DSL Area A (Metro)	\$ 10.09		
MDF to ECS subloop charge 4-Wire DSL Area B (Suburban)	\$ 11.63		
MDF to ECS subloop charge 4-Wire DSL Area C (Rural)	\$ 18.74		
MDF to SAI subloop charge 4-Wire DSL Area A (Metro)	\$ 10.98		
MDF to SAI subloop charge 4-Wire DSL Area B (Suburban)	\$ 13.06		
MDF to SAI subloop charge 4-Wire DSL Area C (Rural)	\$ 18.55		
MDF to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 15.68		
MDF to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 19.16		
MDF to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 30.19		
ECS to SAI subloop charge 4-Wire DSL Area A (Metro)	\$ 2.12		
ECS to SAI subloop charge 4-Wire DSL Area B (Suburban)	\$ 1.96		
ECS to SAI subloop charge 4-Wire DSL Area C (Rural)	\$ 2.05		
ECS to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 6.82		
ECS to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 8.06		
ECS to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 13.69		
ECS to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 8.65		
ECS to NID subloop charge 4-Wire DSL Area B (Suburban)	\$ 9.86		
ECS to NID subloop charge 4-Wire DSL Area C (Rural)	\$ 15.84		
SAI to Terminal subloop charge 4-Wire DSL Area A (Metro)	\$ 5.66		
SAI to Terminal subloop charge 4-Wire DSL Area B (Suburban)	\$ 6.92		
SAI to Terminal subloop charge 4-Wire DSL Area C (Rural)	\$ 12.49		
SAI to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 7.49		
SAI to NID subloop charge 4-Wire DSL Area B (Suburban)	\$ 8.72		
SAI to NID subloop charge 4-Wire DSL Area C (Rural)	\$ 14.64		
Terminal to NID subloop charge 4-Wire DSL Area A (Metro)	\$ 2.37		

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	
		Connect	Disconnect
Terminal to NID subloop charge 4-Wire DSL Area B (Suburban)	\$ 2.29		
Terminal to NID subloop charge 4-Wire DSL Area C (Rural)	\$ 2.78		
MDF to ECS Subloop Charge 2-Wire ISDN Area A (Metro)	\$ 16.21		
MDF to ECS Subloop Charge 2-Wire ISDN Area B (Suburban)	\$ 16.32		
MDF to ECS Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 18.10		
MDF to SAI subloop charge 2-Wire ISDN Area A (Metro)	\$ 8.86		
MDF to SAI Subloop Charge 2-Wire ISDN Area B (Suburban)	\$ 11.65		
MDF to SAI Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 12.45		
MDF to Terminal subloop charge 2-Wire ISDN Area A (Metro)	\$ 11.10		
MDF to Terminal Subloop Charge 2-Wire ISDN Area B (Suburban)	\$ 14.54		
MDF to Terminal Subloop Charge 2-Wire ISDN Area C (Rural)	\$ 18.05		
MDF to RT Subloop Charge 4-Wire DS1 Area A (Metro)	\$ 63.61		
MDF to RT Subloop Charge 4-Wire DS1 Area B (Suburban)	\$ 65.75		
MDF to RT Subloop Charge 4-Wire DS1 Area C (Rural)	\$ 69.25		
MDF to RT Subloop Charge-DS3 Area A (Metro)	\$ 320.21		
MDF to RT Subloop Charge-DS3 Area B (Suburban)	\$ 374.10		
MDF to RT Subloop Charge-DS3 Area C (Rural)	\$ 467.37		
Sub-Loop Non-Recurring Charges			
Service Order Charge			
Establish, per occasion		\$ 3.62	\$ 2.13
Add or change, per occasion		\$ 3.54	\$ -
Provisioning			
2-wire Analog		\$ 20.20	\$ 6.71
4-wire Analog		\$ 20.20	\$ 6.71
2-wire DSL		\$ 20.20	\$ 6.71
4-wire DSL		\$ 20.20	\$ 6.71
2-wire ISDN		\$ 20.20	\$ 6.71
2-wire DS1		\$ 146.76	\$ 52.02
DS3		\$ 162.48	\$ 64.68
Loop Qualification			
Manual Loop Qualification		\$ -	
Mechanized Loop Qualification		\$ -	
Loop Conditioning - For Loop Facilities			
For Loop Facilities > 12 kft and < 17.5 kft			
- Remove Load Coils		\$ -	
- Remove Bridged Taps		\$ -	
- Restore Bridged Taps		\$ -	
- Remove Repeater		\$ -	
- Remove Load Coils & Bridged Taps		\$ -	
- Restore Load Coils & Bridged Taps		\$ -	
- Remove Bridged Taps & Repeater		\$ -	
- Restore Bridged Taps & Repeater		\$ -	
For Loop Facilities > 17.5 kft			
- Remove Load Coil		\$ -	
- Remove Bridged Tap		\$ -	
- Restore Bridged Tap		\$ -	
- Remove Repeater		\$ -	
- Remove Load Coil & Bridged Tap		\$ -	
- Restore Load Coil & Bridged Tap		\$ -	
- Remove Bridged Tap & Repeater		\$ -	
- Restore Bridged Tap & Repeater		\$ -	
Subloop Conditioning - For subloop Facilities			
For subloop Facilities > 12 kft and < 17.5 kft			
- Remove Load Coils		\$ -	
- Remove Bridged Taps		\$ -	
- Restore Bridged Taps		\$ -	
- Remove Repeater		\$ -	
- Remove Load Coils & Bridged Taps		\$ -	
- Restore Load Coils & Bridged Taps		\$ -	
- Remove Bridged Taps & Repeater		\$ -	
- Restore Bridged Taps & Repeater		\$ -	
For subloop Facilities > 17.5 kft			
- Remove Load Coil		\$ -	
- Remove Bridged Tap		\$ -	
- Restore Bridged Tap		\$ -	
- Remove Repeater		\$ -	
- Remove Load Coil & Bridged Tap		\$ -	

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
- Restore Load Coil & Bridged Tap		\$ -	
- Remove Bridged Tap & Repeater		\$ -	
- Restore Bridged Tap & Repeater		\$ -	
Unbundled Local Switching (ULS) (Stand-Alone)			
ULS Switch Usage (over 1,622 MOU), per MOU or fraction thereof	\$ 0.000017		
Unbundled Local Switching (Stand Alone)			
Basic Line Port	\$ 3.46	\$ 13.63	\$ 7.60
Ground Start Line Port	\$ 3.46	\$ 13.63	\$ 7.60
ISDN-Direct Port	\$ 6.66	\$ 46.68	\$ 24.97
per Telephone Number	\$ -		
DID Trunk Port	\$ 16.92	\$ 39.03	\$ 22.44
per Telephone Number	\$ -		
DID Trunk Port-add/rearrange each termination	\$ -	\$ 16.08	\$ -
ISDN Prime Trunk Port	\$ 127.87	\$ 79.61	\$ 42.52
per Telephone Number	\$ -		
ISDN Prime Trunk Port-add/rearrange channels	\$ -	\$ 16.08	\$ -
Digital Trunking Trunk Port (DS1)	\$ 92.02	\$ 57.33	\$ 24.97
Unbundled Local Switching (ULS) Trunk Port	\$ 92.02	\$ 106.37	\$ 84.41
Centrex Basic Line Port	\$ 3.46	\$ 13.63	\$ 7.60
Centrex ISDN Line Port	\$ 6.66	\$ 46.68	\$ 24.97
Centrex EKL Line Port	\$ 4.85	\$ 46.68	\$ 24.97
Centrex Attendant Console Line Port	\$ 7.98	\$ 46.68	\$ 24.97
Conversion Charge, per Order (change from one type of line-port to another)		\$ 0.15	\$ -
Provisioning of message detail per record	\$ 0.000383		
Port Feature Add / Change Translation Charge			
Initial (1st) feature per port, per order:			
Basic		\$ 0.10	\$ 0.10
Ground Start / PBX		\$ 0.08	\$ 0.08
ISDN Direct		\$ 0.14	\$ 0.14
DID Trunk		\$ -	\$ -
ISDN Prime		\$ 13.07	\$ 12.68
Digital Trunking		\$ 8.25	\$ 8.25
ULS Trunk		\$ 8.25	\$ 8.25
Cancellation or Change (Provisioning) Charge per last critical date reached			
BASIC LINE PORT			
Service Order Portion to be applied to each critical date below		\$ 0.26	
Design Layout Report Date		\$ -	
Records Issue Date		\$ -	
Designed, Verified and Assigned Date		\$ 17.09	
Plant Test Date		\$ 17.09	
Complex Line Port			
Service Order Portion to be applied to each critical date below		\$ 3.38	
Design Layout Report Date		\$ -	
Records Issue Date		\$ -	
Designed, Verified and Assigned Date		\$ 6.30	
Plant Test Date		\$ 20.29	
Cancellation or Change (Provisioning) Charge per last critical date reached			
(continued)			
DS1 Trunk Port			
Service Order Portion to be applied to each critical date below		\$ 3.38	
Design Layout Report Date		\$ -	
Records Issue Date		\$ -	
Designed, Verified and Assigned Date		\$ 13.74	
Plant Test Date		\$ 179.75	
New Line Class Code			
Translations: writing, accepting, and testing		\$ 246.09	
Plant Test Date		\$ 259.04	
New Network Routing			
Translations: writing, accepting, and testing		\$ 28.06	
Plant Test Date		\$ 28.06	
Due date change charge per order per occasion			
Basic Line Port		\$ 3.46	
Trunk Port		\$ 0.76	
Complex Line Port		\$ 0.76	

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
Unbundled Tandem Switch Trunk Port (DS1)			
Initial Charge (per DS1)		\$ 120.08	\$ 21.97
DS1 Tandem Trunk Port Change - per port		\$ 16.08	
Service Charge per order		\$ 52.70	\$ 1.75
Cancellation or Change Service Charge per last critical date reached			
DS1 Tandem Trunk Port			
Service Order Portion to be applied to each critical date below		\$ 2.06	
Design Layout Report Date		\$ -	
Records Issue Date		\$ -	
Designed, Verified and Assigned Date		\$ -	
Plant Test Date		\$ 43.59	
Tandem Trunk Port Due Date Change Charge, per order per occasion		\$ 0.57	
ULS-ST Usage rates PER MOU			
ULS Switch Usage per MOU (for ULS-ST)	\$ -		
ULS-ST Blended Transport Usage	\$ 0.001321		
ULS-ST Common Transport Usage	\$ 0.000831		
ULS-ST Tandem Switching Usage	\$ 0.000198		
ULS-ST Reciprocal Compensation - Setup	\$ -		
ULS-ST Reciprocal Compensation - MOU	\$ -		
ULS-ST SS7 Signalling Transport	\$ 0.000969		
Stand-Alone ULS and ULS-ST Service Coordination Fee - Per carrier bill, per switch	\$ 5.39		
Unbundled Tandem Switch Trunk Port (DS1)			
Usage (without tandem trunk ports) per mou	\$ 0.000238		
Cross-Connects			
2-Wire	\$ 0.13		
4-Wire	\$ 0.27		
6-Wire	\$ 0.40		
8-Wire	\$ 0.54		
DS1	\$ 16.46		
DS3	N/A		
OC-3	\$ 1.05		
OC-12	\$ 1.05		
OC-48	\$ 1.05		
Centrex System Charges			
Centrex Common Block Establishment, each		\$ 91.75	\$ 71.17
Centrex System Features Change or Rearrangement, per feature, per occasion		\$ 72.98	\$ -
Centrex System Feature Activation, per feature, per occasion		\$ 42.12	\$ 74.11
Service Ordering Charges			
Service Ordering - Initial - Basic Port		\$ 3.46	\$ 1.77
Service Ordering - Initial - Complex Port		\$ 34.49	\$ 8.60
Service Ordering - Initial - ULS Trunk Port		\$ 73.38	\$ 1.75
Service Ordering - Record Order - Basic Port		\$ 2.13	\$ -
Service Ordering - Record Order - Complex Port		\$ 2.13	\$ -
Service Ordering - Record Order - ULS Trunk Port		\$ 2.13	\$ -
Service Ordering - Subsequent - Basic Port		\$ 3.65	\$ -
Service Ordering - Subsequent - Complex Port		\$ 5.04	\$ -
Service Ordering - Subsequent - ULS Trunk Port		\$ 5.04	\$ -
ULS Billing Establishment, per carrier (6/7/2002 replaces rate element ULS Billing Est., per carrier, per switch)		\$ 2,263.71	
Custom Routing			
Custom Routing, via LCC - New LCC, per LCC, per switch		\$ 259.04	\$ -
Custom Routing, via LCC - New Network Routing, per route, per switch		\$ 28.09	\$ 27.58
Custom Routing, via AIN, of OS / DA per route, per switch		\$ 28.09	\$ 28.09
UNE - P Service Order NRC Charge			
POTS Electronic		\$ 0.40	\$ 0.18
POTS Manual		\$ 23.16	\$ 11.37
Non-POTS Electronic		\$ 39.30	\$ 1.39
Non-POTS Manual		\$ 42.98	\$ 15.14
New UNE-P Port Connection/Disconnection			
Basic Line Port		\$ 0.14	\$ 0.14
Ground Start Line Port		\$ 0.14	\$ 0.14
ISDN-Direct Port		\$ 7.57	\$ 7.57
DID Trunk Port		\$ 17.95	\$ 13.12

	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
ISDN Prime Trunk Port		\$ 65.52	\$ 35.02
Digital Trunking Trunk Port		\$ 43.56	\$ 14.36
ULS Trunk Port		\$ 43.56	\$ 14.36
Centrex Basic Line Port		\$ 0.14	\$ 0.14
Centrex ISDN Line Port		\$ 7.57	\$ 7.57
Centrex EKL Line Port		\$ 3.92	\$ 3.92
Centrex Attendant Console Line Port		\$ 0.41	\$ 0.41
Unbundled Directory Assistance			
Information Call Completion	\$ 0.004099		
Directory Assistance / per occurrence	\$ 0.248852		
Branding Cost per call	\$ 0.003090		
Branding, per switch, initial load (same branding announcement)		\$ 1,098.67	
Branding, per switch, subsequent load (same branding announcement)		\$ 143.75	
Unbundled Operator Services			
Manual Call Assistance (NO LIDB VALIDATION) PER OCCURANCE	\$ 0.276712		
Manual Call Assistance (LIDB VALIDATION) PER OCCURANCE	\$ 0.277175		
Automated Call Assistance per Occurrence	\$ 0.017312		
Busy Line Verification	\$ 0.641135		
Busy Line Verification Interrupt	\$ 0.734555		
Branding Cost per call	\$ 0.003090		
Branding, per switch, initial load (same branding announcement)		\$ 1,098.67	
Branding, per switch, subsequent load (same branding announcement)		\$ 143.75	
Directory Listing Services			
Initial Load per listing	\$ 0.010794		
Update per listing	\$ 0.010794		
Update per month	\$ 919.70		
Distribute tape to customer per customer - Monthly	\$ 77.00		
Set up per customer		\$ 495.08	
Access to SS7			
Signal Transfer Point, per port	\$ 251.91	\$ 957.41	\$ 154.13
Signal Switching, per ISUP message PER IAM	\$ 0.000077		
Signal Switching, per TCAP message	\$ 0.000060		
Signal Transport, per ISUP message PER IAM	\$ 0.000055		
Signal Transport, per TCAP message	\$ 0.000037		
Signal Formulation, per ISUP message PER IAM	\$ 0.000245		
Signal Formulation, per TCAP message	\$ 0.000126		
Signal Tandem Switching, per ISUP message	\$ 0.000132		
Originating Point Code, per service added or changed		\$ 190.81	\$ 125.53
Global Title Address Translation, per service added or changed		\$ 130.04	\$ 126.95
SS7 Links - Service Order Charge, per Request		\$ 11.37	\$ 4.85
Access to 800 Database			
<u>Database Query Using Ameritech Provided Facilities</u>			
800DB Call-Routing Query	\$ 0.000956		
800DB Routing Options Query	\$ 0.000039		
<u>Local STP Database Query Utilizing Carrier Provided</u>			
Facilities between the Carrier's Switch and Ameritech's STP and Ameritech Provided			
<u>Facilities between Ameritech's STP and Ameritech's Regional STP</u>			
800DB Carrier-ID-Only Query	\$ 0.000870		
800DB Routing Options Query	\$ 0.000039		
<u>Regional STP Database Query Utilizing Carrier Provided Facilities</u>			
800DB Carrier-ID-Only Query	\$ 0.000994		
800DB Routing Options Query	\$ 0.000039		
Access to LIDB Database			
LIDB Query at local STP			
LIDB Validation Query	\$ 0.005955		
LIDB Transport Query	\$ 0.000090		
LIDB Query at regional STP			
LIDB Validation Query	\$ 0.005955		
LIDB Transport Query	\$ 0.000002		
Service Order -		\$ 28.66	\$ -
Service Establishment (reference Point Code Activation in SS7 Section)		\$ -	\$ -
CNAM Database			
CNAM Database Query	\$ 0.008476		

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
Unbundled Transport			
DS1 UDT Rates			
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 1	\$ 32.36		
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 2	\$ 31.44		
DS1 Entrance Facility - Terminating Bit Rate 1.544 Mbps - Per Point of Termination-Zone 3	\$ 29.05		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 1	\$ 12.39		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 2	\$ 12.28		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - Zone 3	\$ 13.17		
DS1 Interoffice Termination - 1.544 Mbps - Per Point of Termination - InterZone	\$ 13.36		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 1	\$ 0.69		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 2	\$ 0.77		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - Zone 3	\$ 0.50		
DS1 Interoffice Mileage - 1.544 Mbps - Per Mile - InterZone	\$ 0.20		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 1	\$ 280.24		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 2	\$ 280.24		
Interconnection Central Office Multiplexing - DS1 to Voice - Zone 3	\$ 280.24		
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 1		\$ 75.28	\$ -
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 2		\$ 75.28	\$ -
Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Zone 3		\$ 75.28	\$ -
DS1 EF NRC Zone 1		\$ 160.97	\$ 62.69
DS1 EF NRC zone 2		\$ 160.97	\$ 62.69
DS1 EF NRC zone 3		\$ 160.97	\$ 62.69
DS1 IOF NRC Zone 1		\$ 57.80	\$ 22.70
DS1 IOF NRC zone 2		\$ 57.80	\$ 22.70
DS1 IOF NRC zone 3		\$ 57.80	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
Cancellation or Change Service Charge, per last critical date reached.			
DS1			
Service Order Portion to be applied to each critical date below		\$ 2.07	
Design Layout Report Date		\$ 21.09	
Records Issue Date		\$ 21.09	
Designed, Verified and Assigned Date		\$ 31.63	
Plant Test Date		\$ 59.16	
Due date Change Charge, per order or occasion			
DS1		\$ 0.43	
DS3		\$ 0.43	
OC-3, OC-12, OC-48		\$ 0.43	
DS3 UDT Rates			
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 1	\$ 201.73		
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 2	\$ 255.60		
DS3 Entrance Facility - DS3 With Electrical Interface - Per Point of Termination-Zone 3	\$ 263.92		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 1	\$ 129.82		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 2	\$ 114.98		
DS3 Interoffice Mileage Termination - Per Point of Termination - Zone 3	\$ 110.02		
DS3 Interoffice Mileage Termination - Per Point of Termination - InterZone	\$ 121.50		
DS3 Interoffice Mileage - Per Mile - Zone 1	\$ 6.20		
DS3 Interoffice Mileage - Per Mile - Zone 2	\$ 3.84		
DS3 Interoffice Mileage - Per Mile - Zone 3	\$ 9.52		
DS3 Interoffice Mileage - Per Mile - InterZone	\$ 3.73		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 1	\$ 414.55		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 2	\$ 414.55		
Interconnection Central Office Multiplexing - DS3 to DS1 - per Arrangement - Zone 3	\$ 414.55		
DS3 EF NRC Zone 1		\$ 160.49	\$ 62.69
DS3 EF NRC zone 2		\$ 160.49	\$ 62.69
DS3 EF NRC zone 3		\$ 160.49	\$ 62.69
DS3 IOF NRC Zone 1		\$ 74.59	\$ 22.70
DS3 IOF NRC zone 2		\$ 74.59	\$ 22.70
DS3 IOF NRC zone 3		\$ 74.59	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
Cancellation or Change Service Charge, per last critical date reached.			
DS3			
Service Order Portion to be applied to each critical date below		\$ 2.07	
Design Layout Report Date		\$ 20.38	
Records Issue Date		\$ 20.97	
Designed, Verified and Assigned Date		\$ 53.61	
Plant Test Date		\$ 76.53	
OC-3 UDT Rates			
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 1	\$ 481.27		
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 2	\$ 490.62		

	SBC MI	SBC Michigan	
		Recurring	Non-Recurring
		Connect	
Entrance Facility - Terminating Bit Rate 155.52 Mbps - Per Point of Termination Zone 3	\$ 548.51		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 1	\$ 459.83		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 2	\$ 383.08		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination Zone 3	\$ 336.49		
Interoffice Termination - 155.52 Mbps - Per Point of Mileage Termination InterZone	\$ 418.90		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 1	\$ 18.42		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 2	\$ 10.82		
Interoffice Mileage - 155.52 Mbps - Per Mile Zone 3	\$ 15.13		
Interoffice Mileage - 155.52 Mbps - Per Mile InterZone	\$ 9.00		
OC-3 Add/Drop Multiplexing, per arrangement All Zones	\$ 300.68		
Add/Drop Function - Per DS3 Add or Drop All Zones	\$ 24.04		
Add/Drop Function - Per DS1 Add or Drop All Zones	\$ 3.84		
1+1 Protection, Per OC-3 Entrance Facility Zone 1	\$ 47.46		
1+1 Protection, Per OC-3 Entrance Facility Zone 2	\$ 47.23		
1+1 Protection, Per OC-3 Entrance Facility Zone 3	\$ 47.23		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 1	\$ 47.46		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 2	\$ 47.23		
1+1 Protection with Cable Survivability, Per OC-3 Entrance Facility Zone 3	\$ 47.23		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 1	\$ 1.05		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 2	\$ 1.05		
Cross Connection of Services OC-3 to OC-3 Cross-Connect, per circuit Zone 3	\$ 1.05		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 1	\$ 479.76		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 2	\$ 486.84		
1+1 Protection with Route Survivability, Per OC-3 Entrance Facility Zone 3	\$ 537.46		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	\$ 0.49		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	\$ 0.97		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	\$ 2.44		
OC3 EF NRC Zone 1		\$ 171.82	\$ 62.69
OC3 EF NRC zone 2		\$ 171.82	\$ 62.69
OC3 EF NRC zone 3		\$ 171.82	\$ 62.69
OC3 IOF NRC Zone 1		\$ 85.93	\$ 22.70
OC3 IOF NRC zone 2		\$ 85.93	\$ 22.70
OC3 IOF NRC zone 3		\$ 85.93	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
Cancellation or Change Service Charge, per last critical date reached.			
OC3, OC12, and OC48			
Service Order Portion to be applied to each critical date below		\$ 2.07	
Design Layout Report Date		\$ 27.11	
Records Issue Date		\$ 27.11	
Designed, Verified and Assigned Date		\$ 59.75	
Plant Test Date		\$ 87.29	
OC-12 UDT Rates			
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 1	\$ 1,197.95		
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 2	\$ 1,448.30		
Entrance Facility - Terminating Bit Rate 622.08 Mbps - Per Point of Termination Zone 3	\$ 1,719.47		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 1	\$ 1,262.38		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 2	\$ 1,076.14		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination Zone 3	\$ 919.56		
Interoffice Termination - 622.08 Mbps - Per Point of Mileage Termination InterZone	\$ 1,112.09		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 1	\$ 74.45		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 2	\$ 40.75		
Interoffice Mileage - 622.08 Mbps - Per Mile Zone 3	\$ 64.99		
Interoffice Mileage - 622.08 Mbps - Per Mile InterZone	\$ 38.60		
OC-12 Add/Drop Multiplexing, per arrangement All Zones	\$ 456.32		
Add/Drop Function - Per DS3 Add or Drop All Zones	\$ 20.93		
Add/Drop Function - Per OC-3 Add or Drop All Zones	\$ 64.05		
1+1 Protection, Per OC-12 Entrance Facility Zone 1	\$ 107.43		
1+1 Protection, Per OC-12 Entrance Facility Zone 2	\$ 103.80		
1+1 Protection, Per OC-12 Entrance Facility Zone 3	\$ 103.80		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 1	\$ 107.43		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 2	\$ 103.80		
1+1 Protection with Cable Survivability, Per OC-12 Entrance Facility Zone 3	\$ 103.80		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 1	\$ 1.05		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 2	\$ 1.05		
Cross Connection of Services OC-12 to OC-12 Cross-Connect, per circuit Zone 3	\$ 1.05		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 1	\$ 1,195.46		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 2	\$ 1,442.15		
1+1 Protection with Route Survivability, Per OC-12 Entrance Facility Zone 3	\$ 1,707.42		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	\$ 0.81		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	\$ 1.58		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	\$ 2.67		
OC12 EF NRC Zone 1		\$ 171.82	\$ 62.69

	SBC MI	SBC Michigan	
		Non-Recurring	Disconnect
	Recurring	Connect	
OC12 EF NRC zone 2		\$ 171.82	\$ 62.69
OC12 EF NRC zone 3		\$ 171.82	\$ 62.69
OC12 IOF NRC Zone 1		\$ 85.93	\$ 22.70
OC12 IOF NRC zone 2		\$ 85.93	\$ 22.70
OC12 IOF NRC zone 3		\$ 85.93	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
OC-48 UDT Rates			
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 1	\$ 3,937.57		
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 2	\$ 4,711.36		
Entrance Facility - Terminating Bit Rate 2488.32 Mbps - Per Point of Termination Zone 3	\$ 4,719.85		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 1	\$ 3,703.43		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 2	\$ 4,238.86		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination Zone 3	\$ 3,172.26		
Interoffice Termination - 2488.32 Mbps - Per Point of Mileage Termination InterZone	\$ 4,582.75		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 1	\$ 36.06		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 2	\$ 42.83		
Interoffice Mileage - 2488.32 Mbps - Per Mile Zone 3	\$ 73.28		
Interoffice Mileage - 2488.32 Mbps - Per Mile InterZone	\$ 24.84		
OC-48 Add/Drop Multiplexing, per arrangement All Zones	\$ 1,637.00		
Add/Drop Function - Per DS3 Add or Drop All Zones	\$ 24.53		
Add/Drop Function - Per OC-3 Add or Drop All Zones	\$ 182.79		
Add/Drop Function - Per OC-12 Add or Drop All Zones	\$ 105.09		
1+1 Protection, Per OC-48 Entrance Facility Zone 1	\$ 525.47		
1+1 Protection, Per OC-48 Entrance Facility Zone 2	\$ 525.47		
1+1 Protection, Per OC-48 Entrance Facility Zone 3	\$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 1	\$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 2	\$ 525.47		
1+1 Protection with Cable Survivability, Per OC-48 Entrance Facility Zone 3	\$ 525.47		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 1	\$ 1.05		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 2	\$ 1.05		
Cross Connection of Services OC-48 to OC-48 Cross-Connect, per circuit Zone 3	\$ 1.05		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 1	\$ 3,934.69		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 2	\$ 4,704.65		
1+1 Protection with Route Survivability, Per OC-48 Entrance Facility Zone 3	\$ 4,708.90		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 1	\$ 0.93		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 2	\$ 1.72		
1+1 Protection with Route Survivability, Per Quarter Route Mile Zone 3	\$ 2.42		
OC48 EF NRC Zone 1		\$ 171.82	\$ 62.69
OC48 EF NRC zone 2		\$ 171.82	\$ 62.69
OC48 EF NRC zone 3		\$ 171.82	\$ 62.69
OC48 IOF NRC Zone 1		\$ 85.93	\$ 22.70
OC48 IOF NRC zone 2		\$ 85.93	\$ 22.70
OC48 IOF NRC zone 3		\$ 85.93	\$ 22.70
Installation and Rearrangement - Administration Charge, per order, Zone 1, 2, 3		\$ 3.14	\$ 2.13
Unbundled Dark Fiber			
Dark Fiber - Interoffice			
Interoffice Mileage Termination	\$ 25.34		
Interoffice Mileage	\$ 0.002196		
Interoffice Cross Connect	\$ 2.11		
Interoffice Inquiry (Provisioning) Charge, per request		\$ 338.03	\$ -
Interoffice Inquiry (Service Order) Charge, per request		\$ 2.33	\$ -
Interoffice Administration Charge, per order		\$ 14.35	\$ 16.19
Interoffice Connection Charge, per strand		\$ 466.62	\$ 157.40
Interoffice Cross-Connects, per strand		\$ 3.62	\$ 3.62
Interoffice Mileage Termination		\$ -	\$ -
Interoffice Mileage-per strand per foot		\$ -	\$ -
Interoffice Cross Connect		\$ -	\$ -
Dark Fiber - Loop/Sub-Loop			
Loop/Sub-Loop Mileage Termination	\$ 10.77		
Loop/Sub-Loop Mileage	\$ 0.002562		
Loop/Sub-Loop Cross Connect	\$ 1.05		
Loop/Sub-Loop Inquiry (Provisioning) Charge, per request		\$ 79.66	\$ -
Loop/Sub-Loop Inquiry (Service Order) Charge, per request		\$ 2.33	\$ -
Sub-Loop Inquiry Charge, per request		\$ 79.66	\$ -
Loop/Sub-Loop Administration Charge, per order		\$ 14.35	\$ 16.19
Loop/Sub-Loop Connection Charge, CO to RT/CEV/Hut, CO to Premises, per strand		\$ 358.08	\$ 16.60
Sub-Loop Connection Charge, RT/CEV Hut to Premises, per strand		\$ 48.05	\$ 16.60
Loop/Sub-Loop Cross Connect Charge, per strand		\$ 3.38	\$ 3.40
Sub-Loop Cross Connect Charge, per strand		\$ -	\$ -
Loop/Sub-Loop Cross Connect		\$ -	\$ -

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
RECIPROCAL COMPENSATION			
End Office Local Termination			
Set up charge, per call	\$ 0.000622		
Duration charge, per MOU	\$ 0.000521		
Tandem Switching			
Set up charge, per call	\$ 0.000322		
Duration charge, per MOU	\$ 0.000337		
Tandem Transport Termination			
Set up charge, per call	\$ 0.000077		
Duration charge, per MOU	\$ 0.000081		
Tandem Transport Facility per MOU, per Mile	\$ 0.000001		
TRANSIT SERVICE			
Tandem Switching			
per minute of use	\$ 0.000309		
Tandem Termination			
per minute of use	\$ 0.000105		
Tandem Facility			
per minute of use	\$ 0.000040		
Special Access to UNE Loop and Transport			
Project Administrative Charge, per service order		\$ 4.30	
Channelized DS3 - Design & Coordination (with mileage)		\$ 4.42	
Channelized DS3 - Demarcation Re-tag (with mileage)		\$ -	
Channelized DS1 - Design & Coordination (with mileage)		\$ 4.34	
Channelized DS1 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS3 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS1 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (with mileage)		\$ -	
Non-Channelized DS0 - Design & Coordination (with mileage)		\$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (with mileage)		\$ -	
Channelized DS3 - Design & Coordination (without mileage)		\$ 4.52	
Channelized DS3 - Demarcation Re-tag (without mileage)		\$ -	
Channelized DS1 - Design & Coordination (without mileage)		\$ 4.34	
Channelized DS1 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS3 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS3 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS1 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS1 - Demarcation Re-tag (without mileage)		\$ -	
Non-Channelized DS0 - Design & Coordination (without mileage)		\$ 1.13	
Non-Channelized DS0 - Demarcation Re-tag (without mileage)		\$ -	
Enhanced Extended Loop (EEL)			
Note: EELs will be equal to sum of the rates associated with the individual unbundled network elements comprising the EEL. The rates will be based on the rates for the unbundled loop and the unbundled dedicated transport that comprise the EEL, and any unbundled multiplexing and unbundled clear channel capability as requested or required.			
Following is a list of EELs available under this Price Schedule:			
2-Wire Analog Loop to DS1 Dedicated Transport facilities			
2-Wire Analog Loop to DS3 Dedicated Transport facilities			
4-Wire Analog Loop to DS1 Dedicated Transport facilities			
4-Wire Analog Loop to DS3 Dedicated Transport facilities			
2-Wire Digital Loop to DS1 Dedicated Transport facilities			
2-Wire Digital Loop to DS3 Dedicated Transport facilities			
4-Wire Digital Loop(DS1 Loop) to DS1 Dedicated Transport facilities			
4-Wire Digital Loop(DS1 Loop) to DS3 Dedicated Transport facilities			
Resale			
Resale Discount	16.62%		

	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
Physical Collocation			
Planning Fees:			
Physical Collocation - Initial (monthly per 100 SF)	\$ 19.26		
Physical Collocation - Initial (per request)		\$ 3,735.92	
Physical Collocation - Subsequent Cable Only		\$ 1,293.20	
Common/Shared Collocation - Initial (monthly per 100 SF)	\$ 0.89		
Common/Shared Collocation - Initial (per request)		\$ 3,161.16	
Common/Shared Collocation - Subsequent Cable Only		\$ 1,293.20	
Cageless Collocation - Initial		\$ 4,741.75	
Cageless Collocation - Subsequent Cable Only		\$ 1,436.89	
Adjacent On-Site Collocation - Initial		\$ 6,466.02	
Adjacent On-Site Collocation - Subsequent Cable Only		\$ 1,293.20	
Adjacent Off-Site Collocation - Initial		\$ 1,427.49	
Physical Caged Collocation:			
Physical Land and Building (per 100 SF cage)	\$ 907.64		
Physical Cage Preparation (per 100 SF cage)	\$ 55.44		
HVAC (per 10 amps of DC power)	\$ 5.88		
Physical Cable Racking (per 100 SF cage)	\$ 28.85		
Physical Grounding (per 100 SF cage)	\$ 4.50		
Cageless Collocation:			
Land and Building Charge (per 1/4 rack)	\$ 11.14		
Relay Rack Charge (Optional) (per 1/4 rack)	\$ 2.67		
HVAC (per 10 amps of DC power)	\$ 5.88		
Caged/Common Collocation:			
Land and Building (per common area linear foot)	\$ 42.15		
Cage Preparation (per common area linear foot)	\$ 2.09		
HVAC (per 10 amps of DC power)	\$ 5.88		
Physical Cable Racking (per common area linear foot)	\$ 4.54		
Physical Grounding (per common area linear foot)	\$ 0.21		
Power Consumption - DC Usage			
Physical Caged Collocation (per AMP)	\$ 6.10		
Common Caged Collocation (per AMP)	\$ 6.10		
Cageless Collocation (per AMP)	\$ 6.50		
Adjacent On-Site Collocation (per AMP)	\$ 5.22		
Power Consumption - AC Usage			
Physical Caged Collocation (per AMP)	\$ 4.00		
Common Caged Collocation (per AMP)	\$ 4.00		
Cageless Collocation (per AMP)	\$ 4.00		
Adjacent On-Site Collocation (per AMP)	\$ 4.00		
Security Cards (5 cards)		\$ 92.77	
Interconnection Arrangement Options			
Physical Caged Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.92	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
Common Caged Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
Cageless Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
Adjacent On-Site Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,818.09	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.67	\$ 1,818.09	
DS1 Racking	\$ 0.62		
Adjacent Off-Site Collocation			
DS1 Arrangement (28 DS1s) - DCS	\$ 297.90	\$ 1,421.73	
DS1 Arrangement (28 DS1s) - DSX	\$ 14.65	\$ 1,421.73	
DS1 Arrangement (450 DS1s) - MDF	\$ 355.52	\$ 694.94	

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
Physical Caged Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.66	\$ 363.31	
DS3 Arrangement (1 DS3) - DSX	\$ 12.84	\$ 363.31	
Common Caged Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.59	\$ 363.31	
DS3 Arrangement (1 DS3) - DSX	\$ 12.84	\$ 363.31	
Cageless Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.66	\$ 363.31	
DS3 Arrangement (1 DS3) - DSX	\$ 12.84	\$ 363.31	
Adjacent On-Site Collocation			
DS3 Arrangement (1 DS3) - DCS	\$ 74.68	\$ 464.59	
DS3 Arrangement (1 DS3) - DSX	\$ 12.86	\$ 464.59	
DS3 Racking	\$ 0.62		
Physical Caged Collocation - Voice Grade Arrangement (100 pairs)			
Common Caged Collocation - Voice Grade Arrangement (100 pairs)	\$ 6.44	\$ 936.26	
Cageless Collocation - Voice Grade Arrangement (100 pairs)			
Adjacent On-Site Collocation - Voice Grade Arrangement (100 pairs)	\$ 6.31	\$ 1,065.28	
Adjacent On-Site Collocation - Voice Grade Racking	\$ 0.54		
Adjacent On-Site Collocation - Rack between CO Outside Wall and Adjacent On-Site, per rack	\$ 35.80	\$ 300.72	
Adjacent Off-Site Collocation - Voice Grade Arrangement (900 pairs)	\$ 355.52	\$ 694.94	
Optical Circuit Arrangement (12 Fiber pairs)			
Physical Caged Collocation - (per Cable)	\$ 8.32	\$ 2,622.86	
Common Caged Collocation - (per Cable)	\$ 8.32	\$ 2,622.86	
Cageless Collocation - (per Cable)	\$ 8.32	\$ 2,277.74	
Adjacent On-Site Collocation - (per Cable)	\$ 8.34	\$ 2,912.75	
Adjacent On-Site Collocation - Optical Racking	\$ 0.77		
Adjacent Off-Site Collocation - (per Cable)	\$ 9.14	\$ 2,903.19	
Power Arrangement			
Physical Caged Collocation			
Power Delivery - 40 AMP		\$ 170.71	
Power Delivery - 100 AMP		\$ 222.66	
Power Delivery - 200 AMP		\$ 290.20	
Physical Cageless Collocation			
Common Caged Collocation	\$ 0.08		
Common Caged Collocation			
Power Delivery - 40 AMP		\$ 170.71	
Power Delivery - 100 AMP		\$ 222.66	
Power Delivery - 200 AMP		\$ 290.20	
Adjacent On-Site Collocation			
Power Delivery - 200 AMP	\$ 16.02	\$ 6,058.45	
Power Delivery - 400 AMP	\$ 32.03	\$ 11,764.36	
Power Delivery - 600 AMP	\$ 33.80	\$ 15,543.72	
Power Delivery - 800 AMP	\$ 50.71	\$ 23,139.31	
Cable Rack between CO Outside Wall and Adjacent On-Site	\$ 35.48	\$ 297.75	
Cable Entrance, per wall opening		\$ 714.83	
Entrance Fiber Structure Charge (per 125 foot Innerduct)	\$ 1.94		
Entrance Fiber, per cable sheath			
Physical Caged Collocation			
Physical Caged Collocation	\$ 2.71	\$ 1,598.37	
Common Caged Collocation			
Common Caged Collocation	\$ 2.71	\$ 1,598.37	
Cageless Collocation			
Adjacent On-Site Collocation	\$ 14.97	\$ 1,598.37	
Adjacent On-Site Collocation	\$ 31.26	\$ 2,880.83	
Adjacent On-Site Collocation Arrangement			
Land Rental, per square foot	\$ 0.39		
Collocation-to-Collocation Arrangement			
Physical to Physical			
Fiber Cable (12 Fiber Pairs)	\$ 0.84	\$ 2,277.74	
DS1 Cable (29 DS1s)	\$ 0.76	\$ 1,421.73	
DS3 Cable (1 DS3)	\$ 0.76	\$ 363.31	
Cageless to Cageless			
Fiber Cable (12 Fiber Pairs)	\$ 0.25	\$ 897.29	
DS1 Cable (29 DS1s)	\$ 0.20	\$ 560.08	
DS3 Cable (1 DS3)	\$ 0.20	\$ 143.12	
Physical/Cageless to Virtual			
Fiber Cable (12 Fiber Pairs)	\$ 0.24	\$ 829.91	
DS1 Cable (29 DS1s)	\$ 0.19	\$ 518.01	
DS3 Cable (1 DS3)	\$ 0.19	\$ 132.37	

	SBC MI	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
Virtual Collocation			
Planning			
Initial		\$ 4,741.75	
Subsequent/Cable Only		\$ 1,436.89	
Land and Building (per 1/4 bay framework)	\$ 11.14		
Relay Rack (per 1/4 rack)	\$ 2.67		
HVAC (per 10 amps of DC power consumption)	\$ 5.88		
Entrance Fiber (per cable)	\$ 14.97	\$ 1,598.37	
Entrance Fiber Structure Charge	\$ 1.94		
Power Delivery	\$ 0.08		
Power Consumption			
DC Power (per AMP)	\$ 6.50		
AC Power (per AMP)	\$ 4.00		
Voice Grade Interconnection Arrangement (per 100 pairs)	\$ 6.51	\$ 936.26	
DS1 Interconnection Arrangement to DCS (per 28 DS1s)	\$ 297.90	\$ 1,421.73	
DS1 Interconnection Arrangement to DSX (per 28 DS1s)	\$ 14.65	\$ 1,421.73	
DS3 Interconnection Arrangement to DCS (per 1 DS3)	\$ 74.66	\$ 363.31	
DS3 Interconnection Arrangement to DSX (per 1 DS3)	\$ 12.84	\$ 363.31	
Fiber Interconnection arrangement (per 12 fiber pairs)	\$ 8.32	\$ 2,277.74	
Collocation to Collocation Arrangement			
Fiber Cable (per 12 fiber cable)	\$ 0.25	\$ 897.29	
DS1 Cable (per 28 DS1s)	\$ 0.20	\$ 560.08	
DS3 Cable (per 1 DS3)	\$ 0.20	\$ 143.12	
Equipment Maintenance and Security Escort			
Equipment Maintenance			
Staffed Building			
Access during attended hours			
Each 1/4 hour		\$ 17.76	
Each additional 1/4 hour		\$ 17.76	
Access during unattended hours			
4 hour minimum		\$ 284.20	
Each additional 1/4 hour		\$ 17.76	
Unstaffed Building			
Access during normal business day			
Each 1/4 hour		\$ 17.76	
Each additional 1/4 hour		\$ 17.76	
Access during non-normal business day			
4 hour minimum		\$ 284.20	
Each additional 1/4 hour		\$ 17.76	
Security Escort			
Staffed Building			
Access during attended hours			
Each 1/4 hour		\$ 15.83	
Each additional 1/4 hour		\$ 15.83	
Access during unattended hours			
4 hour minimum		\$ 253.32	
Each additional 1/4 hour		\$ 15.83	
Unstaffed Building			
Access during normal business day			
Each 1/4 hour		\$ 15.83	
Each additional 1/4 hour		\$ 15.83	
Access during non-normal business day			
4 hour minimum		\$ 253.32	
Each additional 1/4 hour		\$ 15.83	

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN
AND
COMCAST PHONE OF MICHIGAN, LLC**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a SBC Michigan ("SBC") and Comcast Phone of Michigan, LLC ("CLEC"). SBC and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in SBC's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, SBC and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated 7/10/2002 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Order, and TRO Remand as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any SBC tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2005, by Michigan Bell Telephone Company d/b/a SBC Michigan, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Comcast Phone of Michigan, LLC

Michigan Bell Telephone Company d/b/a SBC Michigan by SBC Operations, Inc., its authorized agent

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: AVP – Local Interconnection Marketing

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

MICHIGAN TRO/TRRO ATTACHMENT

- 0.1 Definitions. The following definitions are applicable to this Attachment.
- 0.1.1 **Building.** For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a "building" or a "single building" is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings).
- 0.1.2 **Fiber-to-the-Curb (FTTC) Loop.** A Fiber-to-the-Curb Loop is defined as a (1) local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. Examples of a "Predominantly Residential" MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.
- 0.1.3 "Predominantly Residential" for purposes of this Amendment is defined as a Multiple Dwelling Unit or "MDU" that has greater than 50 percent of its rentable space allocated to residential use.
- 0.1.4 **Fiber-to-the-Home Loop.** A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).
- 0.1.5 **Hybrid Loop** is a local Loop and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an SBC wire center and the demarcation point at the customer premises.
- 0.1.6 **Mass Market Customer** is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.
- 0.1.7 **Declassified Unbundled Local Circuit Switching/UNE-P (ULS/UNE-P).** To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.
- 0.1.8 **Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops.** Pursuant to Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. Pursuant to Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.

- 0.1.9 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 non-impaired wire centers are defined pursuant to Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.10 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired wire centers are defined Pursuant to Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.
- 0.1.11 Tier 3 Wire Centers. Pursuant to Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.
- 0.1.12 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated pursuant to the FCC's TRRO. In no event shall a residential line be considered to be a business line. The determination as to whether a telephone line should be classified as Business or Residence shall be based on the same test that is currently used in Michigan, namely the determination as to whether a telephone line should be classified as Business or Residence is based on the character of the use to be made of the line. A line is classified as a business line where the user is primarily or substantially of a business, professional, institutional or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, the line is classified as a residence line if installed in a residence.
- 0.1.13 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.14 A "DS1 Loop", pursuant to Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.15 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with SBC, that maintains a collocation arrangement in an SBC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than SBC or any affiliate of SBC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-SBC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator.
- 0.1.16 [Intentionally left blank]
- 0.1.17 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels) provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per

second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path.

- 0.1.18 Dedicated Transport is defined as set forth in 47 CFR 51.319(e)(1).
- 0.1.19 [Intentionally left blank]
- 0.1.20 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. "Commingling" means the act of commingling.
- 0.1.21 "Commingled Arrangement" means the arrangement created by Commingling. Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place,
- 0.1.22 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).
- 0.1.23 [Intentionally left blank]

1.0 TRO Affected Elements.

- 1.1 TRO-Affected Elements. SBC shall not be required to provide the following to CLEC as unbundled network elements under Section 251 pursuant to the FCC's Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:
- (i) Entrance facilities; (Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with SBC's networks.) In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC's finding of non-impairment with respect to entrance facilities alters CLEC's right to obtain interconnection facilities (entrance facilities or dedicated transport) pursuant to Section 251(c)(2) of the Act or to obtain access to such facilities at the same rates for dedicated transport as set forth in the Pricing Schedule
 - (ii) OCn level dedicated transport¹;
 - (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops)
 - (iv) OCn loops;
 - (v) the feeder portion of the loop as a stand alone UNE under Section 251;
 - (vi) packet switching, including routers and DSLAMs;
 - (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line

¹ Nothing herein is meant to indicate any agreement as to whether SBC is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

- cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities;
- (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except to the extent that [SBC] has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case [SBC] will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis pursuant to Section 11.1.2 of this Attachment;
 - (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
 - (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
 - (xi) line sharing, except as grandfathered as provided in the TRO.
- 1.2 Cessation TRO Affected Elements - New Orders. [SBC] is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).
- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, SBC and CLEC will abide by the following transitional procedures with respect to the TRO Effected Elements:
- 1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, SBC will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein ("Identified Facility"). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.
 - 1.3.2 For any TRO Affected Element that SBC provides notice, SBC shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from SBC pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.
 - 1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a record order is generated, the record order service charge will be the only applicable charge. SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.
- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR

or ASR, as applicable, under subparagraph 1.1.3.2(i), above, and if CLEC and [SBC] have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then [SBC] will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements.

2.1 SBC shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) pursuant to Rule 51.319(d)(2) of the FCC's TRO Remand (TRRO) Order Element(s) as follows where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops:

2.1.1 The Parties acknowledge that if CLEC does not have an Embedded Base ULS/UNE- customers served through the Agreement then the terms and conditions of this Section 2.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and CLEC reserves its rights as to whether the requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law. Effective March 11, 2005, whether or not CLEC has an Embedded Base of either ULS or UNE-P customers, SBC is not required to provide new ULS, either alone or in combination (as in with "UNE-P") as an unbundled network element under Section 251 of the Act. SBC shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) as may be modified by effective orders issued by the Michigan Public Service Commission, such as those issued by the Michigan Public Service Commission in Case Nos. U-14303, 14305, and U-14447, the price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, SBC must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to SBC to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment.

2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.

2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that SBC has available and activated in the Local Circuit Switch.

2.1.1.3 Pursuant to Rule 51.319(d)(4)(i), SBC shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.

2.1.2 SBC shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the ULS or UNE-P;
 - (b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or
 - (c) March 11, 2006.
- 2.1.3 Pursuant to Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement within 12 months of the effective date of the TRRO, i.e., March 11, 2006. CLEC and SBC agree to utilize the twelve-month transition period as set forth by the FCC in Paragraph 227 to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.
- 2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.
- 2.1.3.2 SBC will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize an disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions
- 2.1.3.3 Where no physical work is required, SBC shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for an Electronic Service Order (Flow Through) Record Simple charge, associated with any conversion or any discontinuance of any TRO Remand Declassified Element. Any discontinuance of any TRO Remand Declassified Element and the conversion shall take place in a seamless manner that does not affect the customer's perception of service quality.
- 2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, SBC, without further notice or liability, will re-price such arrangements to market-based rates. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and SBC does not make the hot cuts per the schedule established in Case No. U-14463 and as a consequence ULS or UNE-P remains in place, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.
- 2.1.4 Notwithstanding the foregoing provisions of Section 2.1 and unless the CLEC specifically requests or has contractually agreed otherwise, to the extent an Embedded Base ULS/UNE-P customer is migrated to a functionally equivalent alternative service arrangement prior to March 11, 2006, the ULS/UNE-P Transition Rate shall continue to apply until March 10, 2006.
- 2.2 The provisions of this Section 2.0, apply and are operative with respect to SBC's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport.

3.1 Pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251 combination, except as follows:

3.1.1 Dark Fiber Unbundled Loops. Pursuant to Rule 51.319(a)(6)(i), SBC is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis.

3.1.2 DS1 Loops. Pursuant to Rule 51.319(a)(4)(i), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required of SBC in that Wire Center, except as otherwise set forth in this Attachment.

3.1.2.1 Pursuant to Rule 51.319(a)(4)(ii), CLEC may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled Loops.

3.1.3 DS3 Loops. Pursuant to Rule 51.319(e)(2), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of SBC in that Wire Center, except as otherwise set forth in this Attachment.

3.1.3.1 Pursuant to Rule 51.319(e)(2), CLEC may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. Pursuant to Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.9 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.4.1 Pursuant to Rule 51.319(3), a requesting CLEC may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

3.1.5 DS3 Unbundled Dedicated Transport. Pursuant to 51.319(e)(2), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 Pursuant to Rule 51.319(e)(2), a requesting CLEC may obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

- 3.1.6 Dark Fiber Unbundled Dedicated Transport. Pursuant to Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Dark Fiber Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.
- 3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. Pursuant to Rules 51.319(a)(4)(iii) for DS1 Loops, Rule 51.319(a)(5)(iii) for DS3 Loops, Rule 51.319(e)(2)(C) for DS1 dedicated transport and 51.319(e)(iii)(C) for DS3 dedicated transport, for a 12-month period beginning on the effective date of the TRRO any such unbundled network elements that are no longer required to be provided pursuant to Section 251 as outlined in Section 1.3.1 above, [SBC] shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on the effective date of the TRRO, i.e., March 11, 2005 with such transition period ending on March 11, 2006. Dark Fiber Loops, pursuant to Rule 51.319(a)(6), and Dark Fiber Dedicated Transport, pursuant to Rule 51.319(e)(2)(iv)B, are no longer required to be provided pursuant to Section 251. SBC shall continue to provide CLEC's Embedded Base of the High-Capacity Dark Fiber Transport arrangements for an 18-month period beginning on the effective date of the TRRO, i.e., March 11, 2005 with such transition period ending on September 11, 2006.
- 3.2.1 During the transition periods defined in Section 3.2 the rates for the High-Capacity Loop and Transport Embedded Base arrangements, pursuant to Rule 51.319(a), shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%* effective as of March 11, 2005. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.
- 3.2.2 Where SBC is no longer required to provide the Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.
- With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to SBC by the end of the transition period.
- 3.2.2.1 SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.
- 3.2.2.2 Where no physical work is required, SBC shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for an Electronic Service Order (Flow

Through) Record charge, associated with any conversion or any discontinuance of any TRO Remand Declassified Element. Any discontinuance of any TRO Remand Declassified Element and the conversion shall take place in a seamless manner that does not affect the customer's perception of service quality.

3.2.2.3 [Intentionally left blank]

3.2.2.4 If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, SBC, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to SBC, SBC shall disconnect such arrangements.

4.0 Non-Impaired Wire Center Criteria and Related Processes.

4.1 SBC has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.8 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.9 and 0.1.10 have been met. SBC's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. SBC will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the Michigan Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.8, 0.1.9 or 0.1.10 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the SBC wire center non-impairment designation, the CLEC will provide a self-certification to SBC identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by SBC as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to SBC claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to SBC. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, SBC shall provision the requested facilities in accordance with CLEC's order and within SBC's standard ordering interval applicable to such facilities. If SBC in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, SBC will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager.

- 4.1.1 The parties recognize that wire centers that are not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, SBC may add the wire center to the list of designated wire centers and the Parties will use the following process:
- 4.1.1.1 SBC may update the wire center list as changes occur, but may not update the list more frequently than one time during any given six month period.
 - 4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, SBC will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
 - 4.1.1.3 SBC will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
 - 4.1.1.4 In the event the CLEC disagrees with SBC's determination and desires not to have the applicable established DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected, as set forth in Section 4.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to SBC. If the CLEC does not self-certify within this 60 day period, then the rights and obligations of the parties will be governed by Section 4.1.1.5 and/or Section 4.10 as may be appropriate.
 - 4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against SBC's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 9 months, transition applicable to DS1/DS3 Dedicated Transport is within 9 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 12 months. All Transitional Periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. During the Applicable Transitional Period, CLEC may not obtain new (not ordered prior to the Applicable Transitional Period) DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been listed as declassified by SBC in an Accessible Letter, except as otherwise provided for under Section 4.10 of this Attachment.
 - 4.1.1.6 If the CLEC does provide self-certification to dispute SBC's designation determination within 60 calendar days of the issuance of the Accessible Letter pursuant to Section 4.1.1.4, or after such time pursuant to Section 4.10 herein, SBC may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4, and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
 - 4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

- 4.1.2 If the Michigan Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.
- 4.1.3 In the state of Michigan, if it desires to do so, SBC can dispute the self-certification and associated CLEC orders for facilities pursuant to Michigan Commission-established procedures set forth by the Commission in Case No. U-14447. SBC shall serve CLEC with a copy of any SBC filing contesting any Self Certification of any carrier so CLEC is fully apprised to potential Commission determination under the process set forth in Case No. U-14447 regarding non-impairment of wire centers. In accordance with the requirements of Case No. U-14447, SBC's failure to file a timely challenge, i.e., 10 calendar days after the self certification, to any CLEC's Self Certification for a given Wire Center shall be deemed a waiver by SBC of its rights to challenge any subsequent Self Certification for the affected Wire Center. SBC shall promptly notify CLEC of any time where SBC has waived its ability to challenge a Self-Certification as to any Wire Center for carrier; and such waiver shall constitute a waiver of SBC to challenge any CLEC Self-Certification pertaining to the same Wire Center unless the underlying facts pertaining to the impairment of non-impairment have changed in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1. During the timeframe of any dispute resolution proceeding, SBC shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If CLEC's Self Certification is ultimately found to be in error by the Commission, CLEC will convert the affected facilities ordered in the wire center to an alternative service arrangement and shall be required to pay SBC the differential of the initial rates charged to the rate of the analogous service converted to based on the date that the facility was installed or the wire center was initially identified by SBC as being non impaired, whichever is later. The initial rates charged will include only charges reflected in the underlying interconnection agreement or tariff, if applicable, and will not include any analogous service elements or the increase referenced in Section 4.1.1.7. Any late payment charges, penalties, or interest associated with the true-up amount is waived for the period the affected facilities were in place plus 30 (thirty) days after the date the self-certification was found in error. Except as otherwise required by the Commission in any challenge permitted by Case No. U-14447, SBC shall not be permitted to audit CLEC's Self Certification. If SBC's challenge to CLEC's Self Certification is rejected or not accepted by the Commission, or if SBC has waived its ability to challenge CLEC's Self-Certification, then SBC must treat the Self Certification as being valid and SBC shall continue to provide the facilities in question to CLEC at the rates in the Pricing Appendix to the Agreement.
- 4.1.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, SBC will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which SBC intends to rely, which will include the detailed business line information for the SBC wire center or centers that are the subject of the dispute. Any requests for additional information shall be resolved through the discovery process as described in the Commission's March 29, 2005 Order in Case No. U-14447.
- 4.2 [Intentionally left blank.]
- 4.3 The provisions of Section 3.2.2 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). Cross-connects provided by SBC in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at

- applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 4.4 SBC will process orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection consistent with the end of the applicable transitional period identified in Section 4.1.1.5. SBC will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC.
- 4.5 A building that is served by both an impaired wire center and a non impaired wire center and that is located in the serving area of the impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.6 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and SBC MICHIGAN have failed to reach agreement under Section 3.2.2.4 above as to a substitute service arrangement or element, then SBC may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 4.7 [Intentionally left blank.]
- 4.8 [Intentionally left blank.]
- 4.9 [Intentionally left blank.]
- 4.10 When more than 60 days from the issuance of an SBC designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify. SBC may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4, and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 5.0 Commingling and Commingled Arrangements.**
- 5.1 SBC shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC. Where SBC (or where one of the SBC RBOC affiliates in Illinois, Indiana, Ohio and Wisconsin) provides a particular Commingled Arrangement to any CLEC, SBC shall also be obligated to provision that Commingled Arrangement under this Agreement. The types of Commingled Arrangements which SBC is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. SBC's Commingled Arrangements posted to CLEC-Online as of May 1, 2005 as available and fully tested on an end-to-end basis from ordering through provisioning and billing, include the following:
- i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
 - ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#

- iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
- iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
- v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
- vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#
- viii. UNE loop to special access multiplexer

The following Commingled Arrangements posted to CLEC-Online as of May 1, 2005 will be available upon the completion of testing on an end-to-end basis from ordering through provisioning and billing. Such testing will be completed no later than June 15, 2005.

- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
- xiii. While not a commingling arrangement, SBC will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's mandatory eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

- 5.1.1 To the extent that SBC requires the CLEC to submit orders for the commingling arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.
- 5.1.2 For any commingling arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by SBC, CLEC shall request any such desired commingling arrangement and SBC shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available, SBC will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.
- 5.2 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, SBC shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from SBC (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.
- 5.3 [Intentionally left blank]

- 5.4 For example, without limitation of this provision, SBC will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, SBC will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, SBC will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.
- 5.5 Upon request, and to the extent required by applicable law and the applicable provisions of this Attachment, SBC shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC (as well as requests where CLEC also wants SBC to complete the actual Commingling), except that SBC shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from SBC, and SBC shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from SBC.
- 5.6 SBC shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from SBC. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any SBC tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.7 When CLEC purchases Commingled Arrangements from SBC, SBC shall charge CLEC element-by-element and service-by-service rates. SBC shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC's Triennial Review Order. As a general matter, "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.8 [Intentionally left blank.]
- 5.9 [Intentionally left blank.]
- 5.10 Unless expressly prohibited by the terms of this Attachment, SBC shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from SBC, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with SBC.
- 6.0 EELs.

- 6.1 SBC agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. SBC shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, SBC shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC's underlying Agreement.
- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:
- (A) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or
 - (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service.
- 6.3 SBC shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. SBC shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service eligibility criteria:
- 6.3.1. CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. SBC hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.
 - 6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to SBC. Provided that SBC has received such self certification from CLEC, SBC shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled Network Elements.
 - 6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 6, and not to self-certifications relative to routes, buildings and wire centers.

- 6.3.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL pursuant to TRO Rule 51.318(b)(2):
- (i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
 - (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;
 - (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
 - (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment;
 - (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.4 of this Attachment;
 - (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
 - (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
- 6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:
- (A) Established pursuant to Section 251(c)(6) of the Act and located at SBC's premises within the same LATA as the customer's premises, when SBC is not the collocator; or
 - (B) Established pursuant to any collocation type defined in any SBC Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
 - (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.
- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk (e.g., entrance facility) meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk (e.g., entrance facility).
- 6.3.6 [Intentionally left blank]
- 6.3.7 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale

services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing SBC written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, SBC shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL

- 6.3.8 SBC may audit CLEC's compliance with service eligibility criteria as defined in Section 6.3.2 ("Eligibility Criteria") by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Michigan with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the Eligibility Criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon SBC's written notice that an audit will be performed for Michigan.
- 6.3.8.1 To invoke its limited right to audit, SBC will send a Notice of Audit to CLEC, identifying examples of particular High-Cap EELs for which SBC alleges non-compliance and the cause upon which SBC rests its audit. The Notice of Audit shall state the proposed scope of the audit and include all supporting documentation upon which SBC establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which SBC seeks to commence an audit. The Notice of Audit shall identify the proposed independent auditor. Such auditor may not be substantially dependent upon either Party for work.
- 6.3.8.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the Eligibility Criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with the Eligibility Criteria.
- 6.3.8.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 6.3.8.4 SBC shall provide CLEC with a copy of the independent auditor's report within 2 business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC may bring a dispute directly to the Michigan Commission. Prior to bringing a dispute to the Michigan Commission under this section, however, CLEC shall provide notice of the dispute to SBC so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to CLEC and CLEC may not initiate a dispute resolution proceeding at the Michigan Commission until after expiration of this fourteen (14) day period. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for a High-Cap EEL, CLEC must true-up any difference in payments paid to SBC and the rates and charges CLEC would have owed SBC

beginning from the date that the non-compliance of the High-Cap EEL with the Eligibility Criteria, in whole or in part, began. CLEC shall submit orders to SBC to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 45 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the trued-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following SBC's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Michigan Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. However CLEC shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant High-Cap EEL for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the Michigan Commission within such 45-day time period, SBC may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the non-compliant High-Cap EEL to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC's customer's service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which the High-Cap EEL does not meet the criteria for that High-Cap EEL. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Michigan Commission and if the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to SBC and SBC shall retain any disputed amounts already paid by CLEC.

- 6.3.8.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse SBC for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse SBC in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.8.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.
- 6.3.8.6 To the extent the auditor's report concludes that CLEC complied with the Eligibility Criteria for all High-Cap EELs that were audited, SBC must reimburse CLEC for all of its reasonable costs associated with the audit.
- 6.3.8.7 CLEC will maintain the appropriate documentation to support its self certifications of compliance with the Eligibility Criteria pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its self certifications for as long as the Agreement is operative, plus a period of two years.
- 6.3.8.8 SBC can seek such an audit for any particular High-Cap EEL for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed, provided that the High-Cap EEL was within the scope of such prior audit as stated in the independent auditor's report and (ii) the twenty-four (24) month

period immediately preceding the date notice of such audit is provided to CLEC, but in any event not prior to the date the circuit was established.

6.3.8.9 In the event that the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6 is limited to two years prior to the date of the Notice of Audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to SBC from CLEC's collocation arrangement.

6.4.2 SBC will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.

6.4.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1_unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.

6.5 [Intentionally left blank]

6.6 Other than the service eligibility criteria set forth in this Section, SBC shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer

7.0 Availability of HFPL for Purposes of Line Sharing.

7.1 SBC shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the HFPL in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1).

7.2 Grandfathered and New End-Users: SBC will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing xDSL service to a particular end-user customer and has not ceased providing xDSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC charged prior to October 2, 2003 as set forth in Appendix Pricing of this Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, SBC shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from SBC, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement.

8.0 Routine Network Modifications.

8.1 Routine Network Modifications – UNE Local Loops

8.1.1 SBC shall make all routine network modifications to UNE Local Loop facilities used by requesting telecommunications carriers where the requested UNE Local Loop facility has already been constructed. SBC shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.1.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.

8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals; or removing or reconfiguring packetized transmission facility. SBC is not obligated to perform the above stated activities for a requesting telecommunications carrier.

8.1.4 [Intentionally left blank.]

8.1.5 [Intentionally left blank.]

8.1.6 Where expenses resulting from routine network modifications are not already recovered by either monthly recurring or non-recurring rates paid by the CLEC to access a UNE, SBC shall provide routine network modifications at the rates, terms and conditions set out in this Attachment, and in the state specific Appendix Pricing. SBC will be required to substantiate any charges for Routine Network Modifications that it believes are not included in costs already recovered through existing, applicable recurring and non-recurring charges. Until such time as the parties agree or the state commission determines that SBC is allowed to assess additional charges for any specific routine network modification, beyond its already established monthly recurring and non-recurring charges for accessing a UNE, SBC will assess no such charge. While the parties negotiate any such additional charge or during the period wherein a state commission is reaching a decision related to such charges, SBC will nonetheless undertake the routine network modification at the CLEC's request without delay. If agreement is reached or a commission decision is entered allowing SBC to recover additional expenses associated with the specific routine network modification at issue, the CLEC agrees to be responsible for such charges if it has requested SBC to perform the work.

8.2 Routine Network Modifications – UNE Dedicated Transport and Dark Fiber

8.2.1 SBC shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by requesting telecommunications carriers where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. SBC shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport including Dark

Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.2.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.

8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals. SBC is not obligated to perform the above stated activities for a requesting telecommunications carrier. However, when a CLEC purchases Dark Fiber, SBC shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 [Intentionally left blank.]

10.0 Conversions.

10.1 Conversion of Wholesale Services to UNEs

10.1.1 Upon request, SBC shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, SBC will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. SBC agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, SBC agrees to process CLEC's conversion requests on a case-by-case basis and without delay.

10.1.2.1 For UNE conversion orders for which SBC has either a) not developed a process or b) developed a process that falls out for manual handling, SBC will charge CLEC the Electronic Service Order (Flow Thru) Record charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then SBC may charge service order charges and/or record change charges, as applicable.

10.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, SBC shall not impose any untariffed termination charges, or any disconnection fees, re-connection

fees, or charges associated with converting an existing wholesale service or group of wholesale services to UNEs or combinations of UNEs. SBC may charge applicable service order charges or record change charges.

- 10.1.3 SBC will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize an disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions
- 10.1.3.1 Where no physical work is required, SBC shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for an Electronic Service Order (Flow Through) Record charge, associated with any conversion. Any conversion shall take place in a seamless manner that does not affect the customer's perception of service quality.
- 10.1.4 SBC shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.
- 10.1.5 Except as provided in 10.1.2, in requesting a conversion of an SBC service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular SBC service sought to be converted.

11 FTTH Loops, FTTC Loops, and Retirement of Copper Loops.

11.1 The following items shall apply to FTTH and FTTC Loops.

- 11.1.1 New Builds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where SBC has deployed such a Loop to premises that previously was not served by any SBC Loop.
- 11.1.2 Overbuilds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when SBC has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:
- (a) SBC shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless SBC retires the copper Loop pursuant to the terms of Section 11.1.3.
 - (b) If SBC maintains the existing copper Loop pursuant to this Section 11.1.2, SBC need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, SBC shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.
 - (c) If SBC retires the copper Loop pursuant to Section 11.1.3 below, it shall provide nondiscriminatory access to 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms

applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available.

- 11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, SBC must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in 47 C.F.R. 51.325 through 51.335 and any applicable state requirements. If a CLEC is leasing a Copper Loop when SBC submits its notice pursuant to the foregoing sentence, SBC shall also (i) provide CLEC with a copy of such Short Term notice via an accessible letter and (ii) perform, upon CLEC request, a line station transfer ("LST") where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in SBC's Generic Interconnection Agreement.
- 11.1.4 SBC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to, or ability to tap the full capabilities of, a local loop or subloop. As such, SBC's modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC's access to distribution subloop) shall not limit or restrict CLEC's ability to access all of the loop features, functions and capabilities, including DSL capabilities, nor increase the price of any loop used by, or to be used by, CLEC. Furthermore, SBC will comply with 47 CFR 51.325 through 51.335, and any applicable state requirements.

11.2 Hybrid Loops Generally

- 11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services SBC shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the SBC central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
- 11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, SBC shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.
- 11.2.3 Feeder. SBC shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

12.0 Use of Unbundled Network Elements.

12.1 Except as provided in Section 6.0 of this Attachment, SBC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service a requesting telecommunications carrier seeks to offer.

12.2 A requesting telecommunications carrier may not access an unbundled network element for the sole purpose of providing non-qualifying services.

12.3 A requesting telecommunications carrier that accesses and uses an unbundled network element pursuant to Section 251(c)(3) of the Act and this part to provide a qualifying service may use the same unbundled network element to provide non-qualifying services.

13. [Intentionally left blank.]

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

Whereas, Michigan Bell Telephone Company d/b/a AT&T Michigan¹ (“AT&T Michigan”) and Cbeyond Communications, LLC (“CLEC”) (collectively, the “Parties”) entered into an Agreement relating to local interconnection which became effective on _____, 2006, (“Agreement”) and which permits the Parties to mutually agree to amend the Agreement in writing; and

Whereas, the Parties now desire to supercede and replace the existing Article Collocation of the Agreement with the attached Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary, which shall become effective as set forth in Paragraph 5 below.

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt the Interconnection Agreement by and between AT&T Michigan and Comcast Phone of Michigan, LLC for the State of Michigan, which was approved by the Michigan Public Service Commission (“the Commission”) under Section 252(e) of the Act on July 10, 2002 in docket number U-13378, including any Commission approved amendments to such agreement (the “Separate Agreement”); and

WHEREAS, AT&T Michigan has agreed to make available to CLEC the Separate Agreement for adoption only because contemporaneously with CLEC’s adoption of the Separate Agreement, CLEC is amending such agreement as set forth herein.

Now, therefore, the Parties agree as follows:

1. The Parties agree to amend the Agreement by replacing the existing Article Collocation of the Agreement with the attached Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary. The Parties further agree that the attached Appendix Physical Collocation, Appendix Virtual Collocation and Collocation Rate Summary (which are attached hereto and incorporated herein by this reference) shall supercede and replace all rates, terms and conditions of the existing Article Collocation of the Agreement in their entirety, without the necessity of physically removing the superceded Article Collocation from publicly filed Agreements such as those on file with the state public utility regulatory commission or AT&T “CLEC Online” website.
2. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v.

¹ Michigan Bell Telephone Company (previously referred to as “Michigan Bell” or “SBC Michigan”) now operates under the name “AT&T Michigan” pursuant to an assumed name filing with the State of Michigan.

FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T Michigan shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that AT&T Michigan has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Michigan and as of the date of that election by AT&T Michigan, the FCC Plan shall apply to this Agreement, as more specifically provided in this Agreement and/or any Amendments to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

5. This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Cbeyond Communications, LLC

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

Signature: Julia OStrow

Signature: Rebecca L Sparks

Name: Julia OStrow
(Print or Type)

Name: Rebecca L. Sparks
(Print or Type)

Title: Vice President
(Print or Type)

Title: Executive Director-Regulatory

Date: October 23, 2006

Date: 10-25-06

FACILITIES-BASED OCN # 288E

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APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

AT&T-13STATE will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

1.1.1 This Appendix provides for the placing of Collocator telecommunications equipment and facilities on AT&T-13STATE property for the purposes set forth in Section 1.3, following.

1.2 Scope

1.2.1 Physical Collocation provides actual space via AT&T-13STATE approved vendor (hereinafter referred to as Dedicated Space) within AT&T-13STATE Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from AT&T-13STATE and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3 following. AT&T-13STATE will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-13STATE will permit collocation in Adjacent Structures located on AT&T-13STATE's property in accordance with this Appendix.

1.3 Purpose

1.3.1 Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T-13STATE's Lawful Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.

1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Physical Collocation from AT&T-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, AT&T-13STATE will process any order for any 251(c)(6) Physical Collocation submitted by Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") prior to the effective date of the Agreement, to this Appendix, effective as of the Effective Date of the Agreement. The Billing Conversions shall only involve changes in the applicable pricing, and AT&T-13STATE will not impose any charge(s) to perform such Billing Conversion(s).

1.4.1 Prospective Effect

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

1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in

accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

- 1.4.2 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, AT&T-13STATE's standards and requirements for equipment and facility installations, CLEC Online website, or AT&T-13STATE's TP76300MP.

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T-13STATE property (Adjacent On-site) or non-AT&T-13STATE property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.5 **Augment** - A request from a Collocator to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Cross-Connect** - A service order-generated connection of one or more Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).
- 2.7 **Direct Connection** - Sometimes inappropriately called a cross-connect, this is a cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).
- 2.8 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., brighter lighting above the Collocator's cage, circular cage, different style tile within the cage).
- 2.9 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.
- 2.10 **Delivery Date** - The date on which AT&T-13STATE provides the requested collocation space constructed in accordance with the requesting carrier's application, and turns the functional space over to the requesting carrier. The space is functional when AT&T-13STATE has completed all it has to do and is not dependent on when or whether the Collocator has completed its work.
- 2.11 **Dedicated Space** - Denotes the space assigned for the Collocator's Physical Collocation arrangement located in AT&T-13STATE Eligible Structure.

- 2.12 **Effective Billing Date** - The date AT&T-13STATE completed its work as required by the Collocator's accurate and complete application and made the Physical Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.13 **Eligible Structure** - Eligible Structure refers to AT&T-13STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-13STATE that house its network facilities, and all structures that house AT&T-13STATE's facilities on public rights-of-way.
- 2.14 **Extraordinary Charges** - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Appendix. Extraordinary costs are one-time expenses AT&T-13STATE incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or AT&T-13STATE as defined in Section 17.
- 2.15 **Inactive Space** - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space.
- 2.16 **Individual Case Basis (ICB)** - AT&T-13STATE may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.
- 2.17 **Infrastructure Systems** - Denotes the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.18 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for AT&T-13STATE and for Collocator in AT&T-13STATE eligible structures in all collocation footprint areas and/or AT&T-13STATE common areas in the technologies and geographical locations for which they are approved by AT&T-13STATE.
- 2.18.1 **AT&T Approved CO Installation Suppliers (Tier 1 Approved Suppliers)** - These suppliers are approved to perform CO installation work for AT&T-13STATE and for Collocators in AT&T-13STATE central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-13STATE per the letter codes listed in a table on the Tier 1 list on <https://clec.att.com/clec>.
- 2.18.2 **AT&T Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers)** - These suppliers have been approved to perform collocation installation work for Collocators in all 13 states of the AT&T-13STATE central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.
- 2.19 **Interconnector's Guide for Collocation (Collocation Handbook)** - or like document is a publication provided to Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the AT&T-13STATE's, which is located on the AT&T-13STATE CLEC ONLINE Web-Site (<https://clec.att.com/clec>), as amended from time to time.
- 2.20 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.
- 2.21 **Main Distribution Frame** - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.
- 2.22 **Non-Standard Collocation Request (NSCR)** - AT&T-13STATE may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.

- 2.23 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.24 **Remote Terminals** - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other AT&T owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for Collocator's equipment.
- 2.25 **Technical Publications** - documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via <https://clec.att.com/clec>.
- 2.26 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.27 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to UNEs of AT&T-13STATE's network.
- 2.28 **Unused Space** - Any space (i) existing in AT&T-13STATE's Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by AT&T-13STATE's or any third party, (iii) that is not occupied by AT&T-13STATE's, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-13STATE's or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-13STATE's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-13STATE's warranty on proximate.

3. GENERAL

3.1 Certification

3.1.1 The Collocator requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the state utility commission prior to provisioning of telecommunications service by using the Physical Collocation space. AT&T-13STATE shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

3.2 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Appendix. AT&T-13STATE allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

3.3 Hazardous Waste and Materials

3.3.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all AT&T-13STATE requirements. The Installation Supplier shall coordinate with the AT&T-13STATE representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Guide for Collocation Products and Services Handbook Appendix B, may be accessed via <https://clec.att.com/clec>.

3.4 Safety

3.4.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-13STATE or other telecommunications carriers. The Collocator shall immediately report to the AT&T-13STATE representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T-13STATE premises or any OSHA inspection or citations issued to the Collocator while on AT&T-13STATE premises. (Refer to Interconnector's Guide for Collocation for further details).

3.5 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. AT&T-13STATE will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for AT&T-13STATE vehicles and which are designated as reserved. AT&T-13STATE shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and AT&T-13STATE are required to follow all posted traffic and AT&T-13STATE signs and follow all applicable parking and traffic laws and ordinances.

3.7 Collocator's Equipment and Facilities

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

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

3.7.1.2 its equipment;

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

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

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

3.7.2 AT&T-13STATE neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

3.8 Americans with Disability Act (ADA)

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

3.8.2 If AT&T-13STATE 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-13STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

- 3.8.3 Should AT&T-13STATE benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two (2), and so on.
- 3.8.4 Should AT&T-13STATE be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), AT&T-13STATE shall absorb all of the costs related to such an upgrade.
- 3.9 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to UNEs are as set forth in the respective sections of this Appendix.

4. LIMITATION OF LIABILITY

4.1 Limitation of Liability

- 4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either AT&T-13STATE or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.
- 4.1.2 Neither AT&T-13STATE nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.
- 4.1.3 Both AT&T-13STATE and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.
- 4.1.4 The liability of either AT&T-13STATE or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

4.2 Third Parties

- 4.2.1 AT&T-13STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.
- 4.2.2 In addition to any other applicable limitation, neither AT&T-13STATE nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either AT&T-13STATE or the Collocator or its agents or employees.

4.3 Force Majeure Events

- 4.3.1 No Party shall be responsible for delays or failures in performance of any part of this Appendix (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such

Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use reasonable and diligent efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

4.4 Insurance

4.4.1 Coverage Requirements

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

4.4.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of AT&T-13STATE and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

4.4.1.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; \$1,000,000 each occurrence limit for Personal Injury and Advertising; \$5,000,000 Products/Completed Operations Aggregate limit, with a \$10,000,000 each occurrence limit for Products/Completed Operations. Fire Legal Liability limits of \$2,000,000 are required for lease agreements. AT&T-13STATE will be named as an Additional Insured on the Commercial General Liability policy.

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

4.4.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases AT&T-13STATE from and waives any and all right of recovery, claim, action or cause of action against AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives.

4.4.1.1.5 Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against AT&T-13STATE, and any rights of Collocator against AT&T-13STATE for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that AT&T-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

4.4.1.1.6 AT&T-13STATE requires that companies affording insurance coverage must have and maintain 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.

- 4.4.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T-13STATE as well. If a certificate is not received, AT&T-13STATE will notify the Collocator, and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes AT&T-13STATE, and AT&T-13STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-13STATE will invoice Collocator for the costs incurred to so acquire insurance.
- 4.4.3 The cancellation clause on the certificate of insurance will be amended to read as follows: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING AT&T-13STATE WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."
- 4.4.4 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 4.5 Self-Insured
- 4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

5. INDEMNIFICATION OF AT&T-13STATE

- 5.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between AT&T-13STATE and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 5.2 Collocator shall indemnify and hold harmless AT&T-13STATE the agents, employees, officers, directors and shareholders of any of them ("Indemnitees"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against AT&T-13STATE where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of AT&T-13STATE or its employees. The provisions in this Section are reciprocal and applicable also to AT&T-13STATE.
- 5.3 AT&T-13STATE shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep AT&T-13STATE and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford AT&T-

13STATE and such Indemnatee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

5.4 Casualty Loss

5.4.1 Damage to Dedicated Space

5.4.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions or those of a Third Party as hereinafter described, and (1) the Dedicated Space is not rendered untenable in whole or in part, AT&T-13STATE shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, AT&T-13STATE has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or AT&T-13STATE opts not to rebuild, then AT&T-13STATE shall notify the Collocator within thirty (30) business days following such occurrence that the Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Collocator's election, AT&T-13STATE must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

5.4.1.2 Any obligation on the part of AT&T-13STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T-13STATE.

5.4.2 Damage to Eligible Structure

5.4.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in AT&T-13STATE's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T-13STATE, at its option, may terminate services provided via this Appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

6. SECURITY

6.1 AT&T-13STATE may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T-13STATE may impose security arrangements as stringent as the security arrangements AT&T-13STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-13STATE may impose the more stringent requirements. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. AT&T-13STATE will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

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

6.1.1.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE

will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required.

6.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in AT&T-13STATE's Technical Publications via <https://clec.att.com/clec>.

6.1.1.3 Collocator and AT&T-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T-13STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-13STATE property:

6.1.1.3.1 Theft or destruction of AT&T-13STATE's or Collocator's property;

6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-13STATE property;

6.1.1.3.3 Threats or violent acts against other persons on AT&T-13STATE property;

6.1.1.3.4 Knowing violations of any local, state or federal law on AT&T-13STATE property;

6.1.1.3.5 Permitting unauthorized persons access to AT&T-13STATE or Collocator's equipment on AT&T-13STATE property; and

6.1.1.3.6 Carrying a weapon on AT&T-13STATE property.

In addition, Collocator and AT&T-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-13STATE or the Collocator of AT&T-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T-13STATE's Interconnector's Collocation Services Handbook <https://clec.att.com/clec> for Physical Collocation in AT&T-13STATE, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

6.1.1.4 Collocator will provide indemnification as set forth in Section 5 of this Appendix and insurance as set forth in Section 4.4 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-13STATE-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T-13STATE as well.

6.1.1.5 AT&T-13STATE may use reasonable security measures to protect its equipment. In the event AT&T-13STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-13STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-13STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.1.1.5.1 AT&T-13STATE's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to AT&T-13STATE's equipment. AT&T-13STATE's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T-13STATE's space. To the extent that AT&T-13STATE is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the

area, such security measures shall be constructed and maintained at AT&T-13STATE's expense.

6.1.1.5.2 AT&T-13STATE's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.

6.1.1.5.3 AT&T-13STATE's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-13STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

6.1.1.5.4 If AT&T-13STATE chooses to enclose its own equipment, AT&T-13STATE will be entitled to recover the cost of the cage only to the extent that the price of such construction is lower than that of other reasonable security measures.

6.1.1.5.5 AT&T-13STATE has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If AT&T-13STATE cannot prove that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment, AT&T-13STATE cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Collocators.

6.1.1.5.6 If AT&T-13STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment at the time the price quote is given.

6.1.1.6 Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. AT&T-13STATE will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. AT&T-13STATE will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to Collocator's assigned space during construction.

7. DEDICATED SPACE

7.1 Contact Numbers

7.1.1 AT&T-13STATE is responsible for providing the Collocator personnel a contact number for AT&T-13STATE technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and AT&T-13STATE will not delay a Collocator's entry into an Eligible Structure.

7.1.2 The Collocator is responsible for providing to AT&T-13STATE personnel a contact number for Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week AT&T-13STATE. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.

7.2 Right-to-Use; Multiple Dedicated Spaces

7.2.1 In accordance with this Appendix, AT&T-13STATE grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Appendix.

7.3 Trouble Status Reports

7.3.1 AT&T-13STATE and the Collocator are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which could impact or degrade AT&T-13STATE or the Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, AT&T-13STATE and the Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, AT&T-13STATE or the Collocator is responsible for providing trouble status reports, consistent with this Appendix, when requested by AT&T-13STATE or the Collocator.

7.4 Service Coordination

7.4.1 AT&T-13STATE is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

7.5 Active/Inactive Space Determination

7.5.1 In its notification regarding whether its request for collocation has been granted or denied AT&T-13STATE shall inform the Collocator if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Appendix. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

7.5.2 In the event that the Collocator disputes the AT&T-13STATE placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. AT&T-13STATE will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the AT&T-13STATE-designated representative in writing within five (5) business days of notification to Collocator. If the Collocator fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Appendix, thereby modifying the time frame requirements in this paragraph.

7.5.3 The AT&T-13STATE representative will escort one (1) Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise AT&T-13STATE orally and in writing within five (5) business days of the completion of the inspection tour. The Collocator may dispute the AT&T-13STATE findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on AT&T-13STATE to justify the basis for placement of the Collocator's space in Inactive Space. If the Collocator fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

7.6 Types of Available Physical Collocation Arrangements

7.6.1 AT&T-13STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose:

7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment for the purpose of

interconnection and access to UNEs. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.

- 7.6.1.2 AT&T-13STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty (50) square feet of caged space) and will ensure that the first Collocator in a AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security.
- 7.6.1.2.1 The Collocator must comply with all methods, procedures and guidelines followed by AT&T-13STATE in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Collocator elects to install or requests that AT&T-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.
- 7.6.1.3 Caged Shared Collocation - AT&T-13STATE will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Collocator will be based upon the percentage of total space utilized by each Collocator. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.
- 7.6.1.4 Cageless Collocation - AT&T-13STATE will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Appendix. Under this arrangement, AT&T-13STATE will provide space in single bay increments, including available space adjacent to or next to AT&T-13STATE's equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort AT&T-13STATE. AT&T-13STATE will not require Collocator to use an intermediate interconnection arrangement (i.e., POT frame). AT&T-13STATE may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE Approved Tier 1 Vendor.
- 7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, AT&T-13STATE will permit Collocator to physically collocate on AT&T-13STATE's property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that AT&T-13STATE uses to house telecommunication equipment, to the extent technically feasible. AT&T-13STATE and telecommunications carrier will mutually agree on the location of the designated space on AT&T-13STATE premises where the Adjacent Structure will be placed. AT&T-13STATE will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. AT&T-13STATE will offer the following

increments of power to the Adjacent Structure: AT&T-13STATE will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. AT&T-13STATE will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the Adjacent Structure. AT&T-13STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. AT&T-13STATE shall permit Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either AT&T-13STATE or the Collocator. Accordingly, AT&T-13STATE will not provide Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Tier 1 Vendor.

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

7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and AT&T-13STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense.

7.6.1.6 Adjacent Off-Site Arrangement - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.

7.6.1.6.1 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the AT&T-13STATE Central Office or Eligible Structure.

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

7.6.1.6.3 When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

7.6.1.6.4 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-13STATE shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-13STATE's facilities. AT&T-13STATE shall make best efforts to meet the time intervals requested by Collocator and, if it cannot

meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

7.6.1.7 In the event that interior space in an Eligible Structure becomes available, AT&T-13STATE will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

7.6.1.8 AT&T-13STATE will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any Incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in AT&T-13STATE's Eligible Structures that such an arrangement is technically feasible.

7.7 Construction Inspections

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

7.7.2 Collocator may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Sales Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

7.8 Construction Notification

7.8.1 AT&T-13STATE will notify the Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. AT&T-13STATE will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. AT&T-13STATE will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-13STATE or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

8. ORDERING, PROVISIONING AND BILLING

8.1 Space Availability Report

8.1.1 So that it may make informed decisions regarding in which AT&T-13STATE eligible structures it wishes to collocate, a Telecommunications Carrier may request a Space Availability report prior to its application for Collocation Space within AT&T-13STATE's eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.

8.1.2 AT&T-13STATE will submit to a requesting Telecommunications Carrier a report indicating AT&T-13STATE's available collocation space in a particular AT&T-13STATE Eligible Structure upon request AT&T-13STATE. This report will specify the amount of collocation space available at each

requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T-13STATE is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

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

- 8.1.3 Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.
- 8.1.4 Space Unavailability Determination and Resolution
 - 8.1.4.1 AT&T-13STATE shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If AT&T needs more time to continue analyzing certain aspects of the request, AT&T-13STATE's 10 calendar day notice shall be limited to addressing whether or not AT&T has the requested, or designated alternative, amount of appropriate collocation space.
 - 8.1.4.2 In responding to an application request if space is not available, AT&T-13STATE will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of AT&T-13STATE's receipt of a completed application.
 - 8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to the Collocator.
 - 8.1.4.4 AT&T-13STATE will file a notice that the Collocator's request was denied with the state Commission as appropriate. In the event of a denial, AT&T-13STATE will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook <https://clec.att.com/clec>, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.
 - 8.1.4.5 In the event AT&T-13STATE denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T-13STATE's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.
 - 8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-13STATE representative and the designated agent for the Collocator, who will participate in the tour.
 - 8.1.4.7 AT&T-13STATE will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing

the non-disclosure agreement. AT&T-13STATE's representative will accompany and supervise the Collocator agent on the inspection tour.

8.1.4.8 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise AT&T-13STATE. The Collocator and AT&T-13STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T-13STATE reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-13STATE to justify the basis for any denial of collocation requests.

8.1.4.9 **Legitimately Exhausted.** Before AT&T-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T-13STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Appendix. In making this determination, AT&T-13STATE may reserve space for transport equipment for current year plus two (2) years. Additionally, AT&T-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-13STATE or for future use by AT&T-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.

8.1.5 Application Quotation Interval for Physical Collocation

8.1.5.1 AT&T-13STATE will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in AT&T-13STATE's Interconnector's Collocation Services Handbook (<https://clec.att.com/clec>) for Physical Collocation in AT&T-13STATE and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by the Collocator and appropriate fees paid to AT&T-13STATE.

8.1.5.1.1 A Collocator wishing AT&T-13STATE to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-13STATE to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, AT&T-13STATE would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes AT&T-13STATE to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if AT&T-13STATE is unable to provide the Collocator's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Collocator's

application and initial Planning Fee payment, AT&T-13STATE will begin development of the quotation. AT&T-13STATE will advise the Collocator in writing of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). AT&T-13STATE will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, AT&T-13STATE shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. AT&T-13STATE will not select for Collocator the type of Physical Collocation to be ordered.

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

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

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

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

8.1.6 Revisions

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

8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which AT&T-13STATE normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The Collocator will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.

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

8.2 Installation Intervals

8.2.1 Caged Collocation Installation Intervals

8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by the Collocator. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-13STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.1.2 Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, AT&T-13STATE will deliver Caged Physical or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.

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

8.2.2 Cageless Physical Collocation Installation Intervals

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

8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), AT&T-13STATE will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges).

8.2.2.2.1A shorter interval may apply where Collocator installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-13STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

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

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

8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

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

8.2.3.2 AT&T-13STATE will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where AT&T-13STATE will be installing all or some of the bays, and the Collocator is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power

of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than fifty (50) amps per feed, AT&T-13STATE will add thirty (30) calendar days to the provisioning interval.

8.2.4 Reduced Interval Augments

8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when AT&T-13STATE installs interconnection and power cabling. AT&T-13STATE will provide a reduced interval for Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to AT&T-13STATE's Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

8.2.4.1.1A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) AT&T-13STATE will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area on the same floor between one Collocator and another Collocator provided the Collocator is interconnected with AT&T-13STATE's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; four-hundred (400) shielded copper cable pairs up to four-hundred (400) feet, one hundred sixty-eight (168) DS1s, 48 DS3s, and fiber interconnections up to twelve (12) fiber pairs up to four hundred (400) feet.

8.2.5 Other Augments

8.2.5.1 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, AT&T-13STATE bays, AT&T-13STATE cable racks and/or cage expansions within Active Collocation Space different than described above will require the Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. AT&T-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

8.2.5.1.2 The second fifty percent (50%) payment must be received by AT&T-13STATE no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by AT&T-13STATE.

8.2.5.1.3 During AT&T-13STATE delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by AT&T-13STATE, Collocator and/or their AT&T-13STATE Approved Tier 1 Vendor (s) may request AT&T-13STATE

to do work in parallel with AT&T-13STATE throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Appendix will apply.

8.3 Cancellation Prior to Due Date

8.3.1 In the event that the Collocator cancels its collocation application after AT&T-13STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-13STATE has been paid the entire amounts due under this Appendix, then in addition to other remedies that AT&T-13STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, AT&T-13STATE will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

8.4 Occupancy

8.4.1 Unless there are unusual circumstances, AT&T-13STATE will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days of AT&T-13STATE completion of preparation of the Dedicated Space.

8.4.1.1 Upon Collocator's receipt of such notice, AT&T-13STATE and the requesting Collocator shall, upon Collocator's request, conduct an acceptance walk-through of such space. The Collocator shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by Collocator as exceptions, which shall be mutually agreed to as exceptions by AT&T-13STATE. These exceptions shall be corrected by AT&T-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) calendar days after the walk-through. The correction of these exceptions shall be at AT&T-13STATE's expense.

8.4.1.2 Upon completion of such corrections, AT&T-13STATE will again notify the Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Collocator, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions are noted at the walk-through, the Delivery Date will be deemed to be the date upon which Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

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

8.4.2 Collocator will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to AT&T-13STATE's network or obtain access to AT&T-13STATE UNEs within one hundred eighty (180) days after receipt of such notice, that AT&T-13STATE has completed its work as required by the complete and accurate Collocation application.

- 8.4.2.1 In the event that AT&T-13STATE has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until AT&T-13STATE allows the Collocator to interconnect. AT&T-13STATE, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.
- 8.4.2.2 Orders for additional space will not be accepted until the Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" **except to the extent the Collocator establishes to AT&T's satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding unused space for future use on the same basis that AT&T holds unused space for future use** Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is "efficiently used."
- 8.4.2.2.1 For purposes of this Appendix, "efficiently used" space means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-13STATE.
- 8.4.2.2.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-13STATE's network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of AT&T-13STATE.
- 8.4.3 If the Collocator fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10th) business day after AT&T-13STATE provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with AT&T-13STATE or obtain access to AT&T-13STATE UNEs by that tenth (10th) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.
- 8.4.4 For purposes of this Section, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T-13STATE's network or interconnected to another Collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with AT&T-13STATE's network or to obtain access to AT&T-13STATE's UNEs, for the purpose of providing this service.
- 8.4.5 If the Collocator causes AT&T-13STATE to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay AT&T-13STATE the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space, until such time as the Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.
- 8.5 Relocation
- 8.5.1 When AT&T-13STATE determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible

Structure, the Collocator is required to move its Dedicated Space or adjacent space collocation structure. AT&T-13STATE will notify the resident Collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, AT&T-13STATE will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Collocator shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T-13STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in AT&T-13STATE's reasonable discretion. In addition, a Collocator's presence in AT&T-13STATE Central Offices or adjacent space collocation structures should not prevent AT&T-13STATE from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

8.5.2 If AT&T-13STATE determines that a Collocator must relocate due to any of the above reasons, AT&T-13STATE will make all reasonable efforts to minimize disruption of the Collocator's services. In addition, the costs of the move will be shared equally by AT&T-13STATE and the Collocator, unless the Parties agree to a different financial arrangement.

8.5.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, AT&T-13STATE shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

8.5.3.1 AT&T-13STATE shall maintain a publicly available document for viewing on the Internet at <https://clec.att.com/clec> indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-13STATE will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

8.5.3.2 AT&T-13STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon order of the appropriate Commission. AT&T-13STATE shall reserve space for switching, MDF and DCS to accommodate access line growth.

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination

In the case of the expiration or termination of this Appendix prior to term, or the early termination of any collocation services or arrangement(s), pursuant to Section 8.6.2 of this Appendix AT&T-13STATE shall be entitled to full payment within thirty (30) days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-13STATE is entitled to recover under the provisions of this Appendix for establishing such Collocation arrangement prior to such expiration or termination.

- 8.6.2 If Collocator cancels or abandons its collocation space in any of AT&T-13STATE's central offices before AT&T-13STATE has recovered the full cost associated with providing that space to the Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) days after the Collocator abandons that space.
- 8.7 Dispute Resolution
- 8.7.1 Commencing Dispute Resolution
- 8.7.2 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Appendix or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:
- 8.7.2.1 Collocation Service Center and Collocation Account Manager;
- 8.7.2.2 Informal Dispute Resolution; and
- 8.7.2.3 Formal Dispute Resolution, each of which is described below.
- 8.8 Non-billing Dispute
- 8.8.1 In the event of a bona fide dispute between a Collocator and AT&T-13STATE, Collocator shall include in written notice referenced in Section 8.7.2 above the following information: (a) the Central Office involved in the controversy, (b) the date controversy occurred, (c) detailed description of the controversy, (d) along with any and all documentation from both Parties. Failure to provide the information required by this Section not later than twenty-nine (29) days following the initial submission of the controversy, shall constitute Collocator's irrevocable and full waiver of its right to file a dispute.
- 8.8.2 Upon receipt by AT&T-13STATE of written notice of a controversy from Collocator made in accordance with the requirements of Section 8.7.2 of this Appendix, 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 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.
- 8.8.3 If the Parties are unable to resolve the controversy through the informal procedure described in Section 8.8.2 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than thirty (30) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix and not later than ninety (90) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix.
- 8.9 Billing
- 8.9.1 Billing shall occur once a month, with remittance in full of all bills rendered within thirty (30) calendar days of the bill date. AT&T-13STATE may change its billing date practices upon thirty (30) day's notice to the Collocator.
- 8.9.2 Billing Dispute Resolution
- 8.9.2.1 In the event of a bona fide dispute between a Collocator and AT&T-13STATE regarding any bill for anything ordered from this Appendix, Collocator shall, prior to the Bill Due Date,

give written notice to AT&T-13STATE 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 8.9.2, 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 8.9.3 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 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.

8.9.3 Third Party Escrow Agent

8.9.3.1 Collocator shall pay all undisputed amounts to AT&T-13STATE 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:

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

8.9.3.1.2 The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and

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

8.9.3.1.4 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:

8.9.3.1.5 The escrow account is an interest bearing account;

8.9.3.2 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-13STATE 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-13STATE (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 8.9.8 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 8.9.8 of this Appendix.

8.9.4 Disputed Amounts

8.9.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.9 of this Appendix.

8.9.5 Investigation Report

8.9.5.1 Upon receipt of the notice and both forms of proof required by Section 8.9.2 of this Appendix, AT&T-13STATE 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 8.9.2 on or before the Bill Due Date, AT&T-13STATE 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 8.9.2 of this Appendix, the Collocator must notify AT&T-13STATE in writing within thirty (30) days following receipt of the results of AT&T-13STATE's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 8.9.6 of this Appendix.

8.9.6 Informal Resolution of Billing Disputes

8.9.6.1 Upon receipt by AT&T-13STATE of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 8.9.2 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.

8.9.7 Formal Resolution of Billing Disputes

8.9.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 8.9.6 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section 8.9.7 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 8.9.6 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix.

8.9.7.2 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 8.9.6 of this Appendix will be subject to mandatory arbitration in accordance with Section 8.9.8 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 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed.

8.9.7.3 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 8.9.6 of this Appendix will be subject to elective arbitration pursuant to Section 8.9.8 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 8.9.6 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.

8.9.8 Arbitration

8.9.8.1 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.

8.9.8.2 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. Sections 1-16, not state law, shall govern the arbitration 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.

8.9.8.3 The times specified in this Section 8.9.8 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.

8.9.9 Cooperation Between Parties

8.9.9.1 Immediately upon resolution of any billing dispute, AT&T-13STATE and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

8.9.9.1.1 AT&T-13STATE 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-13STATE shall be disbursed to AT&T-13STATE 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-13STATE any difference between the amount of accrued interest AT&T-13STATE received from the escrow disbursement and the amount of Late Payment Charges AT&T-13STATE billed and is entitled to receive pursuant to Section 8.9 of this Appendix.

8.9.10 Failure to Make Payment

8.9.10.1 Failure by the Collocator to pay any charges determined to be owed to AT&T-13STATE within the time specified in Section shall be grounds for immediate re-entry and termination of services provided under this Appendix.

8.10 Late Payment Charge

8.10.1 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-13STATE as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall accrue interest from the Bill Due Date until paid at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable State Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and is available.

8.11 Allowances for Interruptions

8.11.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to AT&T-13STATE's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of AT&T-13STATE.

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

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

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

9. FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

9.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). AT&T-13STATE will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to AT&T-13STATE that use of such cable will not impair AT&T-13STATE's ability to service its own customers or subsequent Collocators.

9.1.2 AT&T-13STATE shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for AT&T-13STATE cable. AT&T-13STATE will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-13STATE also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T-13STATE shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where AT&T-13STATE performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and AT&T-13STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-13STATE and the Collocator(s).

9.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space. If Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the

request for entrance fiber, the Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Collocator must notify AT&T-13STATE no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

9.2 Demarcation Point

9.2.1 The demarcation point is the end of the AT&T-13STATE provided interconnection cable at the Collocation arrangement (CDOW- AT&T owned frame location as assigned to the Collocator).

10. USE OF DEDICATED SPACE

10.1 Nature of Use - Collocatable Equipment

10.1.1 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to AT&T-13STATE under 47.U.S.C. § 251(C) (2) or accessing AT&T-13STATE's UNEs under 47.U.S.C. § 251(C) (3) of the Act. Such uses are limited to interconnection to AT&T-13STATE's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to AT&T-13STATE's UNEs "for the provision of a telecommunications service."

10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining interconnection with AT&T-13STATE at a level equal in quality to that which AT&T-13STATE obtains within its own network or AT&T-13STATE provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

10.1.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the Collocator seeks to deploy it, meets either or both of the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the Collocator seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T-13STATE's property.

10.1.4 AT&T-13STATE voluntarily allows Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if AT&T-13STATE and Collocator mutually agree to such placement, in AT&T-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

10.1.5 AT&T-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

10.1.6 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). AT&T-13STATE will provide the necessary backup power to ensure against power outages.

10.1.7 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the

Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on AT&T-13STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.

10.2 Equipment List

10.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of AT&T-13STATE, which consent shall not be unreasonably withheld.

10.2.2 Subsequent Requests to Place Equipment

10.2.2.1 The Collocator shall furnish AT&T-13STATE a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-13STATE and written approval or denial of the equipment will be forwarded to the Collocator.

10.2.3 Limitations

10.2.3.1 AT&T-13STATE's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator, is limited to the extent that AT&T-13STATE would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or for any other Party to which it provides interconnection. AT&T-13STATE will ensure that the Collocator is provided collocation space at least equal in quality to that provided to AT&T-13STATE, its affiliates or other Parties to which it provides interconnection.

10.3 Dedicated Space Use and Access

10.3.1 The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide AT&T-13STATE with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

10.3.2 AT&T-13STATE will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-13STATE will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with AT&T-13STATE's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6 of this Appendix).

10.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T-13STATE, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

10.3.4 AT&T-13STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between AT&T-13STATE and the Collocator, a Collocator may make arrangements for receipt

and/or securing of its equipment at the Eligible Structure by Collocator's or AT&T-13STATE's personnel.

10.4 Threat to Personnel, Network or Facilities

10.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

10.5 Interference or Impairment

10.5.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

10.6 Personal Property and Its Removal

10.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-13STATE standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 10.7 following.

10.7 Alterations

10.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of AT&T-13STATE. AT&T-13STATE shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that AT&T-13STATE has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T-13STATE provided construction shall be paid by the Collocator in accordance with AT&T-13STATE's custom work order process.

11. USE BY OTHER LOCAL SERVICE PROVIDERS

11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Collocators. The AT&T-13STATE will make Shared Collocation cages available to all Collocators. In making shared caged arrangements available AT&T-13STATE will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

11.1.1 All Collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this Appendix. Subject to the terms in paragraph 10.4, the Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of AT&T-13STATE, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of AT&T-13STATE.

- 11.2 A Collocator may request that AT&T-13STATE provide Shared Caged Collocation via:
- (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space ("New Shared Collocation"), or
 - (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation ("Subleased Shared Collocation").
- 11.2.1 Should two (2) or more Collocators have interconnection agreements with AT&T-13STATE use a shared collocation cage, AT&T-13STATE will permit each Collocator to order UNEs to and provision service from that shared collocation space, regardless of which Collocator was the original Collocator.
- 11.2.2 The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of AT&T-13STATE, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.
- 11.2.3 In each Shared Caged Collocation arrangement, AT&T-13STATE's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement.
- 11.2.3.1 For purposes of this Section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Collocator".
- 11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.
- 11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from AT&T-13STATE in a single application. AT&T-13STATE will prorate the Preparation Charges incurred by AT&T-13STATE to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). AT&T-13STATE will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an AT&T-13STATE Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AT&T-13STATE shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AT&T-13STATE shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than

Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- 11.4 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Appendix and designates AT&T-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Appendix relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- 11.5 Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 8.4.2 of this Appendix and which is necessary to Interconnect with AT&T-13STATE or for access to AT&T-13STATE's Unbundled Network Elements. AT&T-13STATE shall provide Collocator access to AT&T-13STATE's Unbundled Network Elements and permit Collocator to interconnect its network with AT&T-13STATE from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and AT&T-13STATE shall have no obligation to provide Collocator's Resident Collocators access to AT&T-13STATE's Unbundled Network Elements or AT&T-13STATE's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement) with AT&T-13STATE.
- 11.6 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AT&T-13STATE the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. AT&T-13STATE shall bill the new Primary Collocator any applicable charges to change AT&T-13STATE's records and databases to reflect such new Primary Collocator.
- 11.7 Interconnection to Others
 - 11.7.1 Within a contiguous area within the eligible structure, the AT&T-13STATE will permit Collocators to construct their own direct connection (cross-connect) facilities to other physical Collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure,

subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. AT&T-13STATE shall not require physical-to-physical Collocators to purchase any equipment or cross-connect capabilities solely from AT&T-13STATE. If requested by the Collocator, AT&T-13STATE will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However if the Collocators cannot physically pull the cable themselves (i.e. located on different floors), AT&T-13STATE will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T-13STATE (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

11.7.2 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T-13STATE will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At AT&T-13STATE's option, the connection may be made either by AT&T-13STATE or by the Collocators' installers, who shall be on the list of approved installation vendors.

12. STANDARDS

12.1 Minimum Standards

12.1.1 All types of network equipment placed in AT&T-13STATE network equipment areas of Eligible Structures by AT&T-13STATE or Collocator must meet AT&T-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-13STATE) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-13STATE and its contractors when engineering and installing equipment.

12.1.2 In the event that AT&T-13STATE denied Collocation of Collocator's equipment, citing safety standards, AT&T-13STATE will provide within five (5) business days of Collocator's written request to AT&T-13STATE representative(s), a list of AT&T-13STATE equipment which AT&T-13STATE locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-13STATE equipment met or exceeded the same safety standards for which Collocator's equipment was denied.

12.1.3 In the event AT&T-13STATE believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, AT&T-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 8.7.2 above.

12.2 Compliance Certification

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

13. RE-ENTRY

- 13.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-13STATE's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-13STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies AT&T-13STATE might have.
- 13.2 AT&T-13STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.
- 13.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

14. SERVICES AND MAINTENANCE

14.1 Operating Services

14.1.1 AT&T-13STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-13STATE tariffs.

14.2 Maintenance

14.2.1 AT&T-13STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

14.3 Equipment Staging and Storage

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

14.4 Legal Requirements

14.4.1 Except for Section 17, AT&T-13STATE agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

15. AT&T-13STATE's RIGHT OF ACCESS

15.1 AT&T-13STATE, its agents, employees, and other AT&T-13STATE-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T-13STATE hereunder, and for any other purpose deemed reasonable by AT&T-13STATE. AT&T-13STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of AT&T-13STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-13STATE will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

16. PREPARATION CHARGES

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

16.2 AT&T-13STATE will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by AT&T-13STATE for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.

16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of AT&T-13STATE, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

17. CHARGES

17.1 Monthly Charges

17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For

billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary for use of the Dedicated Space.

17.2 Non-recurring Charges

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

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay AT&T-13STATE fifty percent (50%) of the estimated non-recurring charges as specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work.

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

17.3 Application of Rates and Charges

17.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all existing CLEC collocation arrangements, including those established before the Effective Date [of this agreement]. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17.4 Determination of Charges Not Established in Collocation Rate Summary

17.4.1 Rate Elements - In the event that AT&T-13STATE seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, AT&T-13STATE shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

17.4.2 In the event the Collocator disputes the rate element or charge proposed by AT&T-13STATE that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify AT&T-13STATE of its dispute with the proposed charge in writing.

17.5 Custom Work Charges - Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-13STATE or other Collocators. AT&T-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and AT&T-13STATE is not reached regarding the Custom Work Charge, AT&T-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, AT&T-13STATE shall file the appropriate interconnection agreement amendment. However, AT&T-13STATE shall not delay completion of such work during the amendment approval process. AT&T-13STATE shall perform such work based upon provisional rates, subject to true up.

17.6 **Extraordinary Charges** - Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-13STATE to prepare the Collocation space for the installation of Collocator's equipment and for

extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).

17.6.1 AT&T-13STATE will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.

17.6.2 AT&T-13STATE will allocate the costs fairly among itself, CLEC and other Collocators, as appropriate.

17.6.3 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T-13STATE commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.

17.6.4 AT&T-13STATE must advise Collocator if extraordinary costs will be incurred within twenty (20) business days of the Collocator's request for space.

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

18. RATE REGULATIONS (AT&T-13STATE DOES ALL WORK)

18.1 The Collocator may elect to have AT&T-13STATE provision the collocation site or the Collocator may elect to hire an AT&T-13STATE Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (Collocator Does Own Work).

18.2 Rate Elements

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

18.2.1 Planning Fees

18.2.1.1 The Planning Fee, as specified in AT&T-13STATE's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T-13STATE, recovers AT&T-13STATE's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator's Physical Collocation request. In addition, a non-standard Planning Fee will apply when a request includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires AT&T-13STATE to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary.

18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

18.2.2.1 Except for certain charges identified as related to Caged Shared Collocation, each Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Collocator

for space. However, AT&T-13STATE shall bill the other Collocators in the shared cage for use of Network Elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements.

18.2.3 Floor Space Charges

18.2.3.1 Caged Collocation

18.2.3.1.1 The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.1.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Collocator in AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.

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

18.2.3.1.4 If the Collocator elects to install, or requests that AT&T-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary applies.

18.2.3.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- Construction costs
- Operating costs

18.2.3.1.4.2 Site Conditioning Charge, per square foot

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

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles

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

18.2.3.1.4.3 Common Systems Materials Charge

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

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

18.2.3.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by AT&T-13STATE to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating AT&T-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

18.2.3.1.4.5 Cage Preparation

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

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

18.2.3.2 Cageless Collocation

18.2.3.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by AT&T-13STATE within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

18.2.3.2.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in AT&T-13STATE premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- Construction costs
- Operating costs

18.2.3.2.2.2 Site Conditioning Charge

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

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

18.2.3.2.2.3 Cageless Common Systems Materials Charge

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

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

18.2.3.2.2.4 Safety and Security

This charge represents reasonable costs incurred by AT&T-13STATE to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed

based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating AT&T-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

18.3 DC Power Amperage Charge

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

18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

18.3.2.1 This monthly recurring charge consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T-13STATE will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T-13STATE shall only bill Collocator the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.

18.3.3 DC Power Arrangement Provisioning

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

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

18.3.4.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-13STATE technical support. This rate element may be provided by AT&T-13STATE.

18.3.5 Eligible Structure Ground Cable Arrangement, Each

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

18.3.6 Security Cards

18.3.6.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary. AT&T-13STATE will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate AT&T Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the telecommunications carrier online website <https://clec.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-13STATE will issue the access and/or ID cards as soon as reasonably practical. There is an additional charge for expedited requests.

18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath

18.3.7.1 This rate element describes any reinforced passage or opening placed for the Collocator-provided facility between AT&T-13STATE designated manhole and the cable vault of the Eligible Structure.

18.3.8 Entrance Fiber Charge, Per Cable Sheath

18.3.8.1 The Entrance Fiber Charge reflects the time spent by AT&T-13STATE in pulling the Collocator's cable facilities from AT&T-13STATE designated manhole, through AT&T-13STATE cable vault and through AT&T-13STATE cable support structure to the Collocator's equipment.

18.3.9 AT&T-13STATE to Collocation Interconnection Arrangement Options

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

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

18.3.9.1.1.1 This sub-element is an AT&T-13STATE-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

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

18.3.9.1.2.1 This sub-element is an AT&T-13STATE-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required

because the cabling distance between the Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

18.3.9.1.3.1 This sub-element is an AT&T-13STATE-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Collocator's equipment bay and AT&T-13STATE network. These rate elements may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.

18.3.10 Optical Circuit Arrangement

18.3.10.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to AT&T-13STATE network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.

18.3.11 Bits Timing (per circuit) (Optional)

18.3.11.1 An AT&T-13STATE provided single signal from AT&T-13STATE timing source to provide synchronization between a Collocator's single Network Element and AT&T-13STATE's equipment.

18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by AT&T-13STATE to the Collocator's dedicated Physical Collocation space.

18.3.13 Collocation Availability Space Report Fee

18.3.13.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of Collocators, any modifications in the use of space since the generation of the last available report, and measures that AT&T-13STATE is undertaking to make additional space available for collocation.

18.3.14 Pre-visits

18.3.14.1 General Applications

18.3.14.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with AT&T-13STATE to visit an Eligible Structure for the purpose of permitting the Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Collocator's Physical Collocation arrangement. If the prospective Collocator elects to pre-visit AT&T-13STATE's Eligible Structures, the Collocator must submit its request in writing ten (10) business days in advance to the Collocation Account Manager. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective Collocator will not be allowed to take photographs, make copies of AT&T-13STATE site-specific drawings or make any notations.

18.3.14.1.2 For pre-visits, AT&T-13STATE will provide an employee of AT&T-13STATE to conduct the pre-visit, unless a different number of AT&T-13STATE employees are mutually agreed upon. The Collocator will be

billed for the time of the assigned AT&T-13STATE employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.15 Construction Inspections

18.3.15.1 The Collocator will be charged for the time AT&T-13STATE employees spend during the construction inspection with the Collocator, based on fifteen (15)-minute increments. If any travel expenses are incurred, the Collocator will be charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.16 Adjacent On-site Structure Arrangements

18.3.16.1 Adjacent On-site Structure Arrangements

18.3.16.1.1 If a Collocator elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside AT&T-13STATE Eligible Structure, AT&T-13STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Collocator elect to have AT&T-13STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

18.3.16.2 Adjacent On-site Planning Fee

18.3.16.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and AT&T-13STATE on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

18.3.17 Adjacent Off-site Arrangement

18.3.17.1 Adjacent Off-site Structure Arrangements

18.3.17.1.1 If the Collocator elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2. of this Appendix and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside AT&T-13STATE Eligible Structure and Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, AT&T-13STATE will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

18.3.17.2 Planning Fee Adjacent Off-site Arrangement

18.3.17.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and

AT&T-13STATE on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

18.3.18 Conduit Space for Adjacent Off-site Arrangement

18.3.18.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T-13STATE designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

18.3.19 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

18.3.19.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

18.3.20 Miscellaneous Charges (Optional)

18.3.20.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.

18.3.21 Collocation to Collocation Connection

18.3.21.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

18.3.21.1.1 Fiber Cable (12 Fibers)

18.3.21.1.1.1 This rate element is for AT&T-13STATE to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

18.3.21.1.2 Copper Cable (28 DS1s)

18.3.21.1.2.1 This rate element is for AT&T-13STATE to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.3 Coax Cable (1 DS3)

18.3.21.1.3.1 This rate element is for AT&T-13STATE to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.4 Cable Racking and Hole

18.3.21.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

18.3.21.1.5 Route Design

18.3.21.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge.

19. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

19.1 This Section provides rates, terms and conditions for Complete Space Discontinuance, Space Reassignment, Power Reduction and Interconnection Termination Reduction.

19.2 Complete Space Discontinuance

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If the Collocator is unable to complete the following activities within the designated time frame, the Collocator may request an additional thirty (30) calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

- (A) Remove Collocator's equipment bays (relay racks) from the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor.
- (B) Remove Collocator's equipment from the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the AT&T-13STATE rack level. Collocator must use an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- (D) Remove Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (E) Remove Collocator's miscellaneous items from within the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Collocator be responsible for cable mining (removal). Instead the AT&T-13STATE will perform those tasks. Collocator will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If the Collocator fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the AT&T-13STATE may complete those items and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such completion by AT&T-13STATE, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Collocator's risk and expense, and the Collocator will hold AT&T-13STATE harmless from the failure to return any equipment, property or other items.

19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Collocator's AT&T-13STATE Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the AT&T-13STATE confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

19.3 Space Reassignment

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 19.2, above the Collocator ("Exiting Collocator") may reassign the Physical Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of AT&T-13STATE. In order to request consent to assign a Physical Collocation Arrangement, either the Collocator Assignee or Exiting Collocator may submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee, Space Reassignment shall be subject to the following terms and conditions:

- 19.3.1 Collocator Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA or an effective interim ICA.
- 19.3.2 Exiting Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the AT&T-13STATE turns over the Physical Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The AT&T-13STATE's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the AT&T-13STATE makes available the Physical Collocation Arrangement to the Collocator Assignee.
- 19.3.3 An Exiting Collocator may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.
- 19.3.4 Collocator Assignee will defend and indemnify the AT&T-13STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.
- 19.3.5 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T-13STATE equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold the AT&T-13STATE harmless from any third-party claims involving allegations that Collocator Assignee does not hold proper title to such non- AT&T-13STATE equipment and other items.
- 19.3.6 AT&T-13STATE will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before AT&T-13STATE begins to convert the Physical Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the AT&T-13STATE shall finish the work to convert the space within thirty (30) calendar days. AT&T-13STATE and Collocator Assignee will coordinate all conversion work to insure that the end user customers of Collocator Assignee do not suffer disruptions of service.
- 19.3.7 Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in

Section 18.3.6 will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.

19.3.8 Collocator Assignee assumes each Physical Collocation Arrangement “as is” which means that AT&T-13STATE will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).

19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.

19.4 Power Reduction

19.4.1 The Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-13STATE power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

19.4.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Appendix referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an AT&T-13STATE BDFB or a AT&T-13STATE Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-13STATE BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an AT&T-13STATE Approved Tier 1 Vendor to coordinate fuse changes at the AT&T-13STATE BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-13STATE Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the AT&T-13STATE shall coordinate the fuse changes at the AT&T-13STATE Power Plant.

19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-13STATE's BDFB or Power Plant, the AT&T-13STATE Approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-13STATE rack level. Collocator must use a AT&T-13STATE Approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.4.5 When the Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty

(20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.

19.4.6 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 19.8. The same augment intervals that are outlined in this Appendix for adding power will apply to power reduction requests.

19.5 Interconnection Termination Reduction

19.5.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator must maintain at least one minimum interconnection arrangement increment authorized in Sections 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Appendix for adding interconnection terminations will apply to interconnection termination reductions.

19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The AT&T-13STATE will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the interconnection cable and cut cables up to AT&T-13STATE rack level. Collocator must use an AT&T-13STATE approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 Rate Element Descriptions for Complete Space Discontinuance

(A) Application Fee - The charge assessed by the AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Complete Space Discontinuance - Reflects the AT&T-13STATE's labor costs to project manage the complete discontinuance of the Collocator's space. The labor costs include the AT&T-13STATE engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.

(C) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

(D) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

(E) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable

cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

- (F) Remove DS1 Cable - Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (G) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (H) Remove Timing Cable -- Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (I) Remove Power Cable - Distribution from the AT&T-13STATE BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- (J) Remove Power Cable - Distribution from the AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed & above) - Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (K) Remove Cage Grounding Material - Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (L) Remove Fiber Entrance Cable - Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.
- (M) Restore Floor Tile - Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.
- (N) Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

Note 1 for Material: Cable scrap boxes are designed for cable cut into three (3) foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

19.7 Rate Element Descriptions for Space Reassignment

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.

- (B) Project Management Fee - Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Collocator." The charge reflects the AT&T-13STATE's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.
 - (C) Restencil DS0/DSL Block - The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.
 - (D) Restencil DS1 Block - The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.
 - (E) Restencil DS3 Block - The charge to remove/change stenciling on DSX3 panel per DS3.
 - (F) Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.
 - (G) Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.
 - (H) Restencil Power - The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.
 - (I) Restencil Timing - The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.
 - (J) Timing Record Book Update - The charge to update timing records when changes/removals occur.
 - (K) Interconnection Records Update - The charge to update interconnection records when changes/removals occur.
 - (L) Power Records Update - The charge to update power records when changes/removals occur.
 - (M) Vendor Engineering - The labor costs for AT&T-13STATE Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.
- 19.8 Rate Element Descriptions for Power Reduction (cable removal)
- (A) Application Fee - The charge assessed by the AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.
 - (B) Project Management Fee - Power Reduction (cable removal) - Reflects AT&T-13STATE's labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.
 - (C) Remove Power Cable - Distribution from AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
 - (D) Remove Power Cable - Distribution from AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.
- 19.9 Rate Element Descriptions for Power Reduction (re-fusing only)
- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.
 - (B) Project Management Fee - Power Re-Fusing Only at AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects AT&T-13STATE's labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-

13STATE BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at AT&T-13STATE BDFB.

- (C) Project Management Fee - Power Re-Fusing Only at AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the AT&T-13STATE's labor costs to project manage the change of the individual Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-13STATE Power Board. This fee is applicable when AT&T-13STATE is coordinating the fuse reduction at AT&T-13STATE Power Board.
- (D) Power Fuse Reductions on AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - The charge for AT&T-13STATE to tag cables and update Central Office power records associated with the fuse change on the AT&T-13STATE BDFB per one to four (1-4) fuses. This fee applies when the Collocator performs the fuse change at the BDFB.
- (E) Power Fuse Reductions on AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for AT&T-13STATE to change the fuse at AT&T-13STATE power board, tag cables and update Central Office power records associated with fuse change on AT&T-13STATE Power Board per one to four (1-4) fuses.

19.10 Rate Element Descriptions for Interconnection Termination Reduction

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Interconnection Termination Reduction - The charge reflects AT&T-13STATE's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.
- (C) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the AT&T-13STATE Main Distribution Frame to the Physical Collocation Arrangement.
- (D) Remove DS1 Cable - Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (E) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (F) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (G) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

20. RATES AND CHARGES – AT&T 13STATE PRICING SCHEDULE (See the Collocation Rate Summary)

21. CDOW (COLLOCATOR DOES OWN WORK) - COLLOCATOR RESPONSIBILITIES

- 21.1 The Collocator may elect to provision the collocation site or the Collocator may elect to hire AT&T-13STATE to provision the collocation site per previous Sections.

- 21.2 When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.
- 21.3 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and AT&T-13STATE Main Distribution Frame or its equivalent by AT&T-13STATE Approved Tier 1 Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found Section 8.2. The Collocator's AT&T-13STATE Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities.
- 21.4 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and AT&T-13STATE's Battery Distribution Fuse Bay (BDFB) by using an AT&T-13STATE Approved Tier 1 Installation Vendor. When AT&T-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact AT&T-13STATE Project Manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T-13STATE Power Plant Primary Distribution, which will be performed by AT&T-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's AT&T-13STATE Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities.
- 21.5 Interval (Collocator Installs Interconnection and Power Cabling)
- 21.5.1 The intervals set forth in this Section apply only when Collocator installs interconnection and power cabling. AT&T-13STATE will notify Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If AT&T-13STATE determines that Collocator's Physical Collocation Application is unacceptable, AT&T-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.
- 21.5.2 The delivery interval relates to the period in which AT&T-13STATE shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date AT&T-13STATE receives an accurate and complete Physical Collocation Application from the

Collocator. The Collocator must provide AT&T-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as AT&T-13STATE has received such response and payment. If the Collocator has not provided AT&T-13STATE such response and payment by the twelfth (12) calendar day after the date AT&T-13STATE notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 1 below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.5.3.1 The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

21.5.3.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by AT&T-13STATE will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

21.5.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty-five (85) calendar days.

21.5.4 The second fifty percent (50%) payment must be received by AT&T-13STATE prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by AT&T-13STATE.

21.5.5 For the following Augments, the Collocator must submit a complete and accurate Physical Collocation Application, along with an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper shielded cable pair connections
- 12 fiber pair connections

21.5.5.1 Applications (except requests for Adjacent Structure Collocation) received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T-13STATE.

21.5.5.2 The delivery interval for the above Augments is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 2 below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

21.5.5.3 The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 2

Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	60 calendar days
11- 20	35 calendar days	65 calendar days

21.5.5.4 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table 2 above. All applications received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if a Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exist,

the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.

21.5.6 For all Augments other than provided above, AT&T-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

21.6 Rates Elements for AT&T-13STATE Central Offices

21.6.1 Caged Collocation

21.6.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes four inch (4") conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary. This is expressed as a non-recurring charge per square foot of floor space requested.

21.6.2 DC Power Arrangement Provisioning

21.6.2.1 When the Collocator selects the option to provide and install its power cable by a AT&T-13STATE Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to AT&T-13STATE Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but AT&T-13STATE Approved Power Installation Vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers AT&T-13STATE Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3 Entrance Fiber Optic Cable Arrangement

21.6.3.1 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an AT&T-13STATE Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.10 Collocation to Collocation Connection

21.6.10.1 This rate element includes physical to physical, and physical to virtual connection options.

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance will

apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.

21.6.10.1.5 Route Design

21.6.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary.

APPENDIX VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

- 1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to AT&T-13STATE's Lawful Unbundled Network Elements ("Lawful UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.
- 1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Virtual Collocation from AT&T-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, AT&T-13STATE will process any order for any 251(c)(6) Virtual Collocation submitted by Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Virtual Collocation provided under tariff ("Billing Conversions") prior to the effective date of the Agreement, to this Appendix, effective as of the Effective Date of the Agreement. The Billing Conversions shall only involve changes in the applicable pricing, and AT&T-13STATE will not impose any charge(s) to perform such Billing Conversion(s).
- 1.3 Upon request from a Collocator, AT&T-13STATE will provide one of the following maintenance alternates for its Virtual Collocation offering:
 - 1.3.1 In all of AT&T-13STATE's premises, AT&T-13STATE will offer Virtual Collocation wherein AT&T-13STATE maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.
 - 1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. AT&T-13STATE may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 17, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that AT&T-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17 is null and void and all Virtual Collocation will be maintained as described in Section 1 above.
- 1.4 Virtual Collocation in the Central Office is available for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access as well as AT&T-13STATE provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with AT&T-13STATE provided UNEs.
- 1.5 Rates for the individual Lawful UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with AT&T-13STATE.
- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE within AT&T-13STATE's Central Offices is contained in Section 12 (Rate Regulations). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE within AT&T-13STATE's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for AT&T-13STATE CEVs, huts and cabinets).
- 1.7 Virtual Collocation provides for Interconnection to AT&T-13STATE for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with AT&T-13STATE provided Lawful UNEs when the Equipment is Provided by the Collocator.

- 1.8 Virtual Collocation provides for interconnection between AT&T-13STATE and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in AT&T-13STATE Central Offices and for interconnection with AT&T-13STATE provided Lawful UNEs in AT&T-13STATE Central Offices and CEVs, huts and cabinets.
- 1.9 Virtual Collocation is available at AT&T-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in AT&T-13STATE CEVs, huts and cabinets. Upon request, AT&T-13STATE will provide a listing of locations of AT&T-13STATE's CEVs, huts or Cabinets.
- 1.10 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access Lawful UNEs. Such access is provided through cross connects purchased from the Agreement. Lawful UNEs including associated cross connects are obtained from the Agreement between the Collocator and AT&T-13STATE. Cross connects associated with Lawful UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:
 - 1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in AT&T-13STATE's Technical Publication <https://clec.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-13STATE under 47.U.S.C. § 251(c)(2) or accessing AT&T-13STATE's Lawful UNEs under 47.U.S.C. § 251(c)(3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to Lawful UNEs. Such uses are limited to interconnection to AT&T-13STATE's network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to AT&T-13STATE's Lawful UNEs "for the provision of a telecommunications service."
 - 1.10.3 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. AT&T-13STATE is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
 - 1.10.4 In addition, AT&T-13STATE voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the AT&T/Ameritech Merger Conditions. Under the AT&T/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the Collocator premises shall be considered network terminating equipment."
 - 1.10.5 AT&T-13STATE does not allow collocation of other Multifunctional Equipment, except that AT&T-13STATE will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of

interconnection with AT&T-13STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to AT&T-13STATE's Lawful UNEs for the provision of a telecommunications service. AT&T-13STATE voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if AT&T-13STATE and Collocator mutually agree to such collocation.

- 1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. AT&T-13STATE will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.10.7 AT&T-13STATE voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if AT&T-13STATE and Collocator mutually agree to such placement, in AT&T-13STATE's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), AT&T-13STATE voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an AT&T-13STATE Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in AT&T-13STATE or (2) requested by Collocator and accepted by AT&T-13STATE on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). AT&T-13STATE's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC AT&T/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.
- 1.10.9 All types of network equipment placed in AT&T-13STATE network equipment areas of Eligible Structures by AT&T-13STATE or Collocator must meet AT&T-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-13STATE) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-13STATE and its contractors when engineering and installing equipment.
- 1.10.10 In the event that AT&T-13STATE denied Collocation of Collocator's equipment, citing Safety Standards, AT&T-13STATE will provide within five (5) business days of Collocator's written request to AT&T-13STATE representative(s), a list of AT&T-13STATE equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AT&T-13STATE equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.
- 1.10.11 In the event AT&T-13STATE believes that collocated equipment is not necessary for interconnection or access to Lawful UNEs or determines that the Collocator's equipment does

not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, AT&T-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

- 1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Appendix.
- 1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If AT&T-13STATE chooses to have its personnel present when the CLEC equipment is installed, then AT&T-13STATE's presence will be at its own expense. However, if AT&T-13STATE demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by AT&T-13STATE.
- 1.12 Federal Telecommunications Act of 1996 (the "Act")
 - 1.12.1 AT&T-13STATE provides Virtual Collocation for interconnection to AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to AT&T-13STATE's Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).
 - 1.12.2 The use of Virtual Collocation for (1) interconnection to AT&T-13STATE or (2) access to AT&T-13STATE's Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at AT&T-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in AT&T-13STATE CEVs, huts and cabinets.
 - 1.12.3 In addition, the following terms and conditions contained in the AT&T-13STATE's Physical Collocation Appendix shall apply to Virtual Collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 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-13STATE Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.
- 2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to AT&T-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.
- 2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-13STATE shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-13STATE's facilities. AT&T-13STATE shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 2.3.3 In the event that interior space in an Eligible Structure becomes available, AT&T-13STATE will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on AT&T-13STATE property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. AT&T-13STATE and telecommunications carrier will mutually agree on the location of the designated space on AT&T-13STATE premises where the adjacent structure will be placed. AT&T-13STATE will not unreasonably withhold agreement as to the site desired by Collocator.
- 2.5 **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-13STATE or other collocators. AT&T-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements

- contained in this Appendix. In the event an agreement between the Collocator and AT&T-13STATE is not reached regarding the Custom Work Charge, AT&T-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to AT&T-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to AT&T-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, AT&T-13STATE shall file the appropriate interconnection agreement amendment. However, AT&T-13STATE shall not delay completion of such work during the amendment approval process. AT&T-13STATE 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-13STATE Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to AT&T-13STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-13STATE that house its network facilities, and all structures that house AT&T-13STATE's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.10 **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-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T-13STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Appendix General Terms & Conditions, Section 10. In making this determination, AT&T-13STATE may reserve space for transport equipment for current year plus two years. Additionally, AT&T-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-13STATE or for future use by AT&T-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS)) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.
- 2.12 **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-13STATE's network.

3. PROVISIONING

- 3.1 Virtual Collocation for Interconnection to AT&T-13STATE or access to AT&T-13STATE provided Lawful UNEs is ordered as set forth in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.att.com/clec/> for Virtual Collocation in 13-STATES. AT&T-13STATE will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of Collocator.
- 3.2 AT&T-13STATE will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

4. COLLOCATOR RESPONSIBILITIES

- 4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to AT&T-13STATE's Lawful UNEs. The Collocator will, at its expense, provide the following:
- 4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),
 - 4.1.2 All unique tools and test equipment,
 - 4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,
 - 4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,
 - 4.1.5 All training as described in Section 12.4.16.
- 4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on AT&T-13STATE property. Suitable replacements are to be immediately provided to AT&T-13STATE to restore equipment.
- 4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T-13STATE Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

- 5.1 AT&T-13STATE will work cooperatively with the Collocator to develop implementation plans including timelines associated with:
- 5.1.1 Placement of Collocator's fiber into the Central Office vault,
 - 5.1.2 Location and completion of all splicing,
 - 5.1.3 Completion of installation of equipment and facilities,
 - 5.1.4 Removal of above facilities and equipment,
 - 5.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-13STATE on anticipated additional Virtual Collocation requirements,

5.1.6 To the extent known, the Collocator is encouraged to provide AT&T-13STATE with a listing of the equipment types that they plan to virtually collocate in AT&T-13STATE's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-13STATE personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, AT&T-13STATE will begin development of the quotation. AT&T-13STATE will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.

6.1.2 In responding to an application request, AT&T-13STATE shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.

6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation interconnection:

Number of Applications By One Collocator	Quotations Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

6.1.4 Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with AT&T-13STATE at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.

6.1.6 Once AT&T-13STATE has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.

6.1.7 If the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

6.2 Implementation Intervals

6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, AT&T-13STATE will allow the Collocator's vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The Virtual Collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Virtual Collocation area.

- 6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), huts and cabinets.
- 6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

<u>Type</u>	<u>Description</u>	<u>Interval</u>	<u>Exception</u>
Virtual	Active Collocation space	90 calendar days	With <u>AT&T-13STATE</u> installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bays/racks/frames

- 6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), AT&T-13STATE shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.
- 6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, AT&T-13STATE will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. AT&T-13STATE will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where AT&T-13STATE will be installing all or some of the bays. AT&T-13STATE considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.
- 6.2.6 If a completion date outside the time period required herein is not agreed to by the Parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either Party to the appropriate Commission for determination.
- 6.3 Installation of Virtual Collocation Equipment
- 6.3.1 AT&T-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
- 6.3.2 AT&T-13STATE will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.
- 6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

6.3.4 The Collocator and AT&T-13STATE must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T-13STATE will cooperatively test the collocated equipment and facilities with the Collocator.

6.3.5 AT&T-13STATE will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the CLEC at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.

6.4.1.1 Major Revisions include:

- adding telecommunications equipment that requires additional electrical power
- adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.

6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.

6.4.1.2 Minor Revisions include:

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system

6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by AT&T-13STATE to determine whether the revision is major or minor.

6.5 Augments

6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to AT&T-13STATE Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

6.5.2 AT&T-13STATE will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

7.1 The Collocator will arrange to deliver to AT&T-13STATE Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.

7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.

7.3 AT&T-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-13STATE may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to AT&T-13STATE Central Offices and AT&T-13STATE CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-13STATE on the Collocator's facilities and equipment.

8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-13STATE with the location and identification of the equipment and a detailed description of the trouble.

8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-13STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

9.1 The Collocator will request any and all maintenance by AT&T-13STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-13STATE with the location and identification of the equipment and a detailed description of the maintenance requested.

9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-13STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

10.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

11. TERMINATION OF VIRTUAL COLLOCATION

11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with AT&T-13STATE to remove the Collocator's equipment and facilities from AT&T-13STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. AT&T-13STATE is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. AT&T-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. AT&T-13STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of AT&T-13STATE or its contractors during the removal process. However, Collocator will indemnify and hold AT&T-13STATE harmless for any damage done to virtually collocated equipment if AT&T-13STATE permits the Collocator to hire a contractor approved by AT&T-13STATE to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by AT&T-13STATE and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of CLEC Virtual Collocation equipment, AT&T-13STATE may arrange for the removal, and the

Collocator will be responsible for any charges incurred to remove the cable. AT&T-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T-13STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

12. RATE ELEMENTS (AT&T-13STATE DOES ALL WORK)

- 12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to AT&T-13STATE under section 251(c)(2) and for access to AT&T-13STATE provided Lawful UNEs under 251(c)(3), when the Collocator provides the equipment.
- 12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.
- 12.3 Rates and charges specific to Virtual Collocation for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to AT&T-13STATE provided Lawful UNEs under 251(c)(3) in AT&T-13STATE's Central Offices are set forth on Attachment 2 (Rates and Charges for AT&T-13STATE Central Offices). Rates and charges specific to Virtual Collocation for access to AT&T-13STATE provided Lawful UNEs in AT&T-13STATE CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for AT&T-13STATE CEVs, huts and cabinets).
- 12.4 Rate Elements for AT&T-13STATE Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with AT&T-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to AT&T-13STATE's provided Lawful UNEs to be used in conjunction with Virtual Collocation in AT&T-13STATE's Central Offices.

12.4.1 Planning Fee

- 12.4.1.1 The Planning Fee recovers AT&T-13STATE costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for AT&T-13STATE personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

- 12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in AT&T-13STATE's Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

12.4.3 Relay Rack (Optional)

- 12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by AT&T-13STATE expressed as a monthly rate. AT&T-13STATE's Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by AT&T-13STATE and the Collocator or among Collocators, the floor space

and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with the Collocator or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

12.4.5 Real Estate

12.4.5.1 These rate elements provide for AT&T-13STATE to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits AT&T-13STATE to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.5.3 Safety and Security

12.4.5.3.1 Permits AT&T-13STATE to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for AT&T-13STATE pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided as Lawful UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

12.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, AT&T-13STATE will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based

on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and AT&T will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPS), but AT&T shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPS. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, Battery Distribution Fuse Bay (BDFB), associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between AT&T-13STATE's Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

12.4.10 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T-13STATE's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.11 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between AT&T-13STATE's Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.12 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T-13STATE's Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.13 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between AT&T-13STATE's Digital System Cross-Connect Frame functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between AT&T-13STATE's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 AT&T-13STATE provided single signal from AT&T-13STATE's timing source to provide synchronization between a Collocator's single network element and AT&T-13STATE's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.

12.4.16 Training

12.4.16.1 AT&T-13STATE is responsible for determining when training is necessary and how many of AT&T-13STATE's employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for Virtual Collocation. AT&T-13STATE will be limited to request training for four (4) of AT&T-13STATE's personnel per location, unless a different number is mutually agreed upon by AT&T-13STATE and Collocator.

12.4.16.2 The Collocator may have AT&T-13STATE arrange for the required training of AT&T-13STATE's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.

12.4.16.3 If AT&T-13STATE chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and

12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for AT&T-13STATE employee training.

12.4.16.3.3 arrange and pay all costs associated with AT&T-13STATE employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for AT&T-13STATE employee training.

12.4.16.4 AT&T-13STATE will work cooperatively with the Collocator to schedule AT&T-13STATE's personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for AT&T-13STATE's personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary will be assessed to the Collocator.

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

12.4.17.1.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.17.2 Repair of Equipment

12.4.17.2.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.18 Collocation-to-Collocation Connection

This rate element includes virtual-to-virtual, and virtual-to-physical connection options.

12.4.18.1 Fiber Cable (12 Fiber Pair)

12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.2 Copper Cable (28 DS1s)

12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.3 Coax Cable (1 DS3)

12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.4 Cable Racking and Hole

12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

12.4.18.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by AT&T-13STATE to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

12.5 Rate Elements for AT&T-13STATE's CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to AT&T-13STATE's provided Lawful UNEs in AT&T-13STATE's CEVs, huts and cabinets.

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between AT&T-13STATE CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

12.5.3.1 This sub-element provides for the use of power in the hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a maxi-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a mini-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.9 Medium Cabinet

12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.10 Small Cabinet

12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.11 Project Coordination Fee

12.5.11.1 The project coordination fee provides for AT&T-13STATE personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

13.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

13.2 For purposes of virtually collocating equipment, AT&T-13STATE shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to AT&T-13STATE and other Collocators.

13.3 After Collocator has been provided with written notification by AT&T-13STATE that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages,

Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, AT&T-13STATE shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, AT&T-13STATE shall not prevent the Collocator from entering the Eligible Structure. If AT&T-13STATE does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, AT&T-13STATE shall deliver the requested documents to Collocator immediately upon locating same.

- 13.4 AT&T-13STATE will provide a security escort with the Collocator paying the expense for the escort. AT&T-13STATE will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that AT&T-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and void, and all Virtual Collocation will be maintained by AT&T-13STATE as described in Section 1.3 of this Appendix.
- 13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide AT&T-13STATE with reasonable notice of the entry. Notice will be provided to AT&T-13STATE's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to AT&T-13STATE's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.
- 13.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Disciplinary procedures shall be established in accordance with Section 14.3 of this Appendix to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of AT&T-13STATE or other Collocators in jeopardy.
- 13.7 AT&T-13STATE may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.
- 13.8 AT&T-13STATE shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-13STATE's equipment suppliers with equivalent access.
- 13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

14. OBLIGATIONS OF THE COLLOCATOR

14.1 Indemnification of AT&T-13STATE

- 14.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between AT&T-13STATE and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between AT&T-13STATE and Collocator. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 14.1.2 Collocator shall indemnify and hold harmless AT&T-13STATE, the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind,

(individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against AT&T-13STATE where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of AT&T-13STATE or its employees. The provisions in this Section are reciprocal and applicable also to AT&T-13STATE.

14.1.3 AT&T-13STATE shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep AT&T-13STATE and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford AT&T-13STATE and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

14.2 Insurance

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

14.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of AT&T-13STATE and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

14.2.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; \$1,000,000 each occurrence limit for Personal Injury and Advertising; \$5,000,000 Products/Completed Operations Aggregate limit, with a \$10,000,000 each occurrence limit for Products/Completed Operations.

14.2.2.1 Fire Legal Liability limits of \$2,000,000 are required for lease agreements. AT&T-13STATE will be named as an Additional Insured on the Commercial General Liability policy.

14.2.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.

14.2.4 Collocator releases AT&T-13STATE from and waives any and all right of recovery, claim, action or cause of action against AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other

representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against AT&T-13STATE, and any rights of Collocator against AT&T-13STATE for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that AT&T-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

- 14.2.5 AT&T-13STATE requires that companies affording insurance coverage must have and maintain 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.
 - 14.2.6 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T-13STATE as well. If a certificate is not received, AT&T-13STATE will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency.
 - 14.2.7 If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes AT&T-13STATE, and AT&T-13STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-13STATE will invoice Collocator for the costs incurred to so acquire insurance.
 - 14.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:
"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."
 - 14.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
 - 14.2.10 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements described above shall immediately apply.
- 14.3 Conduct While in AT&T-13STATE Eligible Structures
- 14.3.1 Collocator and AT&T-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocator or AT&T-13STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other property of AT&T-13STATE:
 - 14.3.1.1 Theft or destruction of AT&T-13STATE's or Collocator's property;
 - 14.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-13STATE's property;
 - 14.3.1.3 Threats or violent acts against other persons on AT&T-13STATE's property;
 - 14.3.1.4 Knowing violations of any local, state or federal law on AT&T-13STATE's property;
 - 14.3.1.5 Permitting unauthorized persons access to AT&T-13STATE or Collocator's equipment on AT&T-13STATE's property; and
 - 14.3.1.6 Carrying a weapon on AT&T-13STATE's property.

- 14.3.2 In addition, Collocator and AT&T-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-13STATE or the Collocator of AT&T-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.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-13STATE security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T-13STATE's Interconnector's Collocation Services Handbook for Virtual Collocation in AT&T-13STATE.

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of Collocator

- 15.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of AT&T-13STATE's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Collocator to receive security training from AT&T-13STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in AT&T-13STATE's Interconnector's Collocation Services Handbook at <https://clec.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-13STATE's Offices

- 16.1.1 This security escort charge consists of the charges for AT&T-13STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

16.2 Rate Element for AT&T-13STATE's CEV, Hut, and Cabinets

- 16.2.1 The security escort charge consists of the charges for AT&T-13STATE provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be

subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

16.3 Application of Rates and Charges

16.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this agreement, to all existing CLEC collocation arrangements, including those established before the Effective Date of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and AT&T-13STATE Main Distribution Frame (MDF) or its equivalent by AT&T-13STATE Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's AT&T-13STATE Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T-13STATE Approved Vendor must obtain an approved Method Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

17.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and AT&T-13STATE's Battery Distribution Fuse Bay (BDFB) by AT&T-13STATE Approved Power Installation Vendor. When AT&T-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's AT&T-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

17.2.2 The Collocator must contact AT&T-13STATE project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to AT&T-13STATE Power Plant Primary Distribution, which will be performed by AT&T-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.

17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to

provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's AT&T-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.3 Intervals and Provisioning

17.3.1 Implementation Intervals when CLEC hires AT&T-13STATE Approved Vendor Installs Interconnection and Power Cabling.

17.3.1.1 AT&T-13STATE will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by AT&T-13STATE. AT&T-13STATE will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If AT&T-13STATE determines that Collocator's Virtual Collocation Application is unacceptable, AT&T-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. AT&T-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 17.3 is for new and augment Virtual Collocation Applications apply only when the Collocator installs interconnection and power cabling.

17.3.1.2 The delivery interval relates to the period in which AT&T-13STATE shall construct and turnover to the Collocator's AT&T-13STATE Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date AT&T-13STATE receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide AT&T-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as AT&T-13STATE has received such response and payment. If the Collocator has not provided AT&T-13STATE such response and payment by the twelfth (12th) calendar day after the date AT&T-13STATE notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by AT&T-13STATE taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One Collocator per state or <u>metering region</u>	Overhead Iron/Racking Exists for Virtual Collocation <u>Space Use</u>	Overhead Iron/Racking Does Not Exist for Virtual Collocation <u>Space Use</u>	Additional Power or HVAC is Required for Virtual Collocation <u>Space Use</u>
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

- 17.3.1.3 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by AT&T-13STATE.
- 17.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by AT&T-13STATE will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:
- 17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

17.3.2 Payment

- 17.3.2.1 The second fifty percent (50%) payment must be received by AT&T-13STATE prior to the space being turned over to the Collocator's AT&T-13STATE Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's AT&T-13STATE Approved Vendor by AT&T-13STATE.

17.3.3 Cable Augments

- 17.3.3.1 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:
- 17.3.3.1.1 168 DS1 connections and/or
 - 17.3.3.1.2 48 DS3 connections and/or
 - 17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or
 - 17.3.3.1.4 12 fiber pair connections
- 17.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

17.3.3.3 The cabling Augment interval is determined by AT&T-13STATE taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by AT&T-13STATE from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Number of All Applications submitted by One Collocator per state <u>or metering region</u>	Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation <u>Use</u>	Necessary Elements such as Iron/Racking and Power does not exist for Virtual Collocation <u>Use</u>
1 - 10	30 calendar days	60 calendar days
11 - 20	35 calendar days	65 calendar days

17.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by AT&T-13STATE from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

17.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

17.3.3.6 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not 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-13STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

17.3.5 Walk-Through Visit

17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for AT&T-13STATE Central Offices

17.4.1 DC Power Arrangement Provisioning

17.4.1.1 When the Collocator selects the option to install the power cable by AT&T-13STATE Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.

17.4.2 DS0 Voice Grade Cable Arrangement

17.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.3 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.4 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.5 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)

17.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.6 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame

17.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.7 Fiber Interconnection Cable Arrangement

17.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8 Collocation to Collocation Connection

17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

17.4.8.1.1 Fiber Cable (12 Fiber Pair)

17.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the charge for on-going maintenance of the rack will apply. This

is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.2.1 Copper Cable

17.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.3.1 Coax Cable

17.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a AT&T-13STATE approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.4.1 Cable Racking and Hole

17.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual Collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.5.1 Route Design

17.4.8.5.1.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

ATT-13STATE
COLLOCATION RATE SUMMARY
 February 13, 2006

ATT 13-STATE/CBEYOND COMMUNICATIONS, LLC
 EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
2	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
3	REAL ESTATE				
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28
5	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97	
7	COMMON SYSTEMS				
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86
9	PLANNING				
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
11	Planning	Per Request	NRFCF		\$5,244.43
12	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
13	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
14	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
15	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00
16	POWER PROVISIONING				
17	Power Panel:				
18	50 Amp	Per Power Panel (CLEC Provided)	NONE		
19	200 Amp	Per Power Panel (CLEC Provided)	NONE		
20	Power Cable and Infrastructure:				
21	Power Cable Rack	Per Four Power Cables or Quad	NONE		
22	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
23	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
24	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
25	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
26	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
27	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
28	Equipment Grounding:				
29	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	\$0.03	\$0.92
30	DC POWER AMPERAGE CHARGE				
31	HVAC	Per 10 Amps	S8GCS	\$14.62	
32	Per Amp	Per Amp	S8GCR	\$10.61	
33	FIBER CABLE PLACEMENT				
34	Central Office:				
35	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
36	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
37	MISCELLANEOUS & OPTIONAL COST:				
38	MISCELLANEOUS COSTS				
39	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
40	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82
41	Space Availability Report	Per Premise	NRFCQ		\$168.04
42	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
43	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
44	CAGE COMMON COSTS				
45	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL60		\$5.29
46	INTERCONNECTION COSTS:				
47	ILEC TO CLEC CONNECTION				
48	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02
49	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02
50	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79
51	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89
52	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40
53	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67
54	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.76	\$495.49
55	CLEC TO CLEC CONNECTION				
56	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
57	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
58	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
59	Route Design		NRFCX		\$424.88
60	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18	
61	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12	
62	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31	
63	TIME SENSITIVE ACTIVITIES				
64	PRE-VISITS				
65	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
66	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
67	CO Manager - 1st Level	Per 1/4 Hour	NRFCF		\$19.72
68	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
69	CONSTRUCTION VISITS				
70	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
71	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
72					
73	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
74	REAL ESTATE				
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		\$9.28
76	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		\$19.56
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	\$5.97	

ATT-13STATE
COLLOCATION RATE SUMMARY
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ATT 13-STATE/CBEYOND COMMUNICATIONS, LLC
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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
78	COMMON SYSTEMS				
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8GCG	\$0.44	\$59.86
80	PLANNING				
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
82	Planning	Per Request	NRFCB		\$5,244.43
83	Planning - Subsequent Inter. Cabling	Per Request	NRFCB		\$2,267.04
84	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
85	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
86	Planning - Non-Standard	Per Request	NRFCB		\$1,436.00
87	POWER PROVISIONING				
88	Power Panel:				
89	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
90	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
91	Power Cable and Infrastructure:				
92	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$5.83	\$1,378.83
93	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$1,570.84
94	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$8.35	\$1,700.70
95	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$8.96	\$1,830.56
96	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$9.57	\$1,954.85
97	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$11.39	\$2,344.44
98	Equipment Grounding:				
99	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8GDA	\$0.03	\$0.92
100	DC POWER AMPERAGE CHARGE				
101	HVAC	Per 10 Amps	S8GCS	\$14.62	
102	Per Amp	Per Amp	S8GCR	\$10.61	
103	FIBER CABLE PLACEMENT				
104	Central Office:				
105	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
106	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$8.76	
107	MISCELLANEOUS & OPTIONAL COST:				
108	MISCELLANEOUS COSTS				
109	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
110	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82
111	Space Availability Report	Per Premise	NRFCM		\$168.04
112	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
113	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
114	CAGE COMMON COSTS				
115	Cage Preparation	Per Sq. Ft. of space used by CLEC	S8GCH	\$0.27	\$19.70
116	INTERCONNECTION COSTS:				
117	ILEC TO CLEC CONNECTION				
118	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$4.92	\$1,027.16
119	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.92	\$1,027.16
120	DS1 Arrangement - DCS	28 DS1	S8GDK	\$297.44	\$3,613.06
121	DS1 Arrangement - DSX	28 DS1	S8GDP	\$9.79	\$1,346.48
122	DS3 Arrangement - DCS	1 DS3	S8GDV	\$115.58	\$2,181.58
123	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$603.89
124	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$6.55	\$1,779.78
125	CLEC TO CLEC CONNECTION				
126	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
127	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
128	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
129	Route Design		NRFCX		\$424.88
130	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35
131	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
132	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07
133	TIME SENSITIVE ACTIVITIES				
134	PRE-VISITS				
135	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
136	Comm. Tech - Craft	Per 1/4 Hour	NRFCB		\$19.60
137	CO Manager - 1st Level	Per 1/4 Hour	NRFCB		\$19.72
138	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
139	CONSTRUCTION VISITS				
140	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
141	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
142					
143	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
144	CAGELESS				
145	REAL ESTATE				
146	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
147	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
148	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21	
149	COMMON SYSTEMS				
150	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45
151	PLANNING				
152	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
153	Planning	Per Request	NRFCJ		\$4,601.93
154	Planning - Subsequent Inter. Cabling	Per Request	NRFCB		\$2,267.04

**ATT-13STATE
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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
154	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
155	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
156	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
157	POWER PROVISIONING				
158	Power Panel:				
159	50 Amp	Per Power Panel (CLEC Provided)	NONE		
160	200 Amp	Per Power Panel (CLEC Provided)	NONE		
161	Power Cable and Infrastructure:				
162	Power Cable Rack	Per Four Power Cables or Quad	NONE		
163	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F34	\$0.25	\$48.23
164	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
165	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F35	\$0.25	\$48.23
166	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F36	\$0.25	\$48.23
167	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
168	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
169	Equipment Grounding:				
170	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
171	DC POWER AMPERAGE CHARGE				
172	HVAC	Per 10 Amps	S8GCS	\$14.62	
173	Per Amp		S8GCR	\$10.61	
174	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
175	FIBER CABLE PLACEMENT				
176	Central Office:				
177	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
178	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
179	CEV, HUT & Cabinets:				
180	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
181	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
182	MISCELLANEOUS & OPTIONAL COST:				
183	MISCELLANEOUS COSTS				
184	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
185	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82
186	Space Availability Report	Per Premise	NRFCQ		\$168.04
187	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
188	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
189	CAGELESS / POT BAY OPTIONS				
190	Standard Equipment Bay	Each (CLEC Provided)	NONE		
191	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE		
192	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE		
193	VF/DS0 Termination Module	Each (CLEC Provided)	NONE		
194	DDP-1 Panel	Each (CLEC Provided)	NONE		
195	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE		
196	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE		
197	DS3 Interconnect Module	Each (CLEC Provided)	NONE		
198	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE		
199	Fiber Termination Dual Module	Each (CLEC Provided)	NONE		
200	CEV, HUT, CABINET				
201	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
202	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
203	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
204	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
205	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
206	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
207	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
208	INTERCONNECTION COSTS:				
209	ILEC TO CLEC CONNECTION				
210	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
211	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
212	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
213	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
214	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
215	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
216	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
217	CLEC TO CLEC CONNECTION				
218	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
219	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
220	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
221	Route Design		NRFCX		\$424.88
222	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00
223	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00
224	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00
225	PROJECT MANAGEMENT				
226	CEV, HUT & CABINET				
227	Project Coordination	Per CLEC Application	NRFCCK		\$631.17
228	TIME SENSITIVE ACTIVITIES				
229	PRE-VISITS				
230	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
231	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60

ATT-13STATE
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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
232	CO Manager - 1st Level	Per 1/4 Hour	NRFCY		\$19.72
233	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
234	CONSTRUCTION VISITS				
235	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
236	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
237					
238	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
239	CAGELESS				
240	REAL ESTATE				
241	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		\$92.81
242	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		\$195.57
243	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$64.21	
244	COMMON SYSTEMS				
245	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$9.35	\$760.45
246	PLANNING				
247	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
248	Planning	Per Request	NRFCJ		\$4,601.93
249	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
250	Planning - Subsequent Power Cabling	Per Request	NRFCG		\$2,306.10
251	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
252	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
253	POWER PROVISIONING				
254	Power Panel:				
255	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
256	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
257	Power Cable and Infrastructure:				
258	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3D	\$5.83	\$2,100.33
259	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52
260	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3E	\$8.35	\$2,424.71
261	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3F	\$8.96	\$2,586.91
262	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$2,749.10
263	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$3,236.32
264	Equipment Grounding:				
265	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
266	DC POWER AMPERAGE CHARGE				
267	HVAC	Per 10 Amps	S8GCS	\$14.62	
268	Per Amp	Per Amp	S8GCR	\$10.61	
269	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
270	FIBER CABLE PLACEMENT				
271	Central Office:				
272	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
273	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
274	CEV, HUT & Cabinets:				
275	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
276	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
277	MISCELLANEOUS & OPTIONAL COST:				
278	MISCELLANEOUS COSTS				
279	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
280	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82
281	Space Availability Report	Per Premise	NRFCQ		\$168.04
282	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
283	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
284	CAGELESS / POT BAY OPTIONS				
285	Standard Equipment Bay	Each	NRFCO	\$8.89	\$721.28
286	Non-Standard Cabinet Bay	Each	NRFCP	\$17.78	\$3,470.81
287	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$605.64
288	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$1,576.65
289	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$465.47
290	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$87.35
291	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$297.00
292	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$267.88
293	CEV, HUT, CABINET				
294	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
295	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
296	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
297	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
298	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
299	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
300	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
301	INTERCONNECTION COSTS:				
302	ILEC TO CLEC CONNECTION				
303	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.92	\$1,027.16
304	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.92	\$1,027.16
305	DS1 Arrangement - DCS	28 DS1	S8GDL	\$297.44	\$3,613.06
306	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$9.79	\$1,346.48
307	DS3 Arrangement - DCS	1 DS3	S8GDW	\$115.58	\$2,181.58
308	DS3 Arrangement - DSX	1 DS3	S8GD1	\$7.14	\$603.89
309	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$1,779.78

**ATT-13STATE
COLLOCATION RATE SUMMARY
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EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
309	CLEC TO CLEC CONNECTION				
310	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
311	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
312	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
313	Route Design		NRFCX		\$424.88
314	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35
315	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
316	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07
317	PROJECT MANAGEMENT				
318	CEV, HUT & CABINET				
319	Project Coordination	Per CLEC Application	NRFCX		\$631.17
320	TIME SENSITIVE ACTIVITIES				
321	PRE-VISITS				
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
323	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
324	CO Manager - 1st Level	Per 1/4 Hour	NRFCU		\$19.72
325	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
326	CONSTRUCTION VISITS				
327	Project Manager - 1st Level	Per 1/4 Hour	NRFCW		\$19.24
328	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
329					
330	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON				
331	REAL ESTATE				
332	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
333	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
334	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
335	COMMON SYSTEMS				
336	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
337	PLANNING				
338	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
339	Planning	Per Request	NRFCJ		\$4,601.93
340	Planning - Subsequent Inter. Cabling	Per Request	NRFCE		\$2,267.04
341	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
342	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
343	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
344	POWER PROVISIONING				
345	Power Panel:				
346	50 Amp	Per Power Panel (CLEC provides)	NONE		
347	200 Amp	Per Power Panel (CLEC provides)	NONE		
348	Power Cable and Infrastructure:				
349	Power Cable Rack	Per Four Power Cables or Quad	NONE		
350	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
351	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
352	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
353	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
354	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
355	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
356	Equipment Grounding:				
357	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
358	DC POWER AMPERAGE CHARGE				
359	HVAC	Per 10 Amps	S8GCS	\$14.62	
360	Per Amp	Per Amp	S8GCR	\$10.61	
361	FIBER CABLE PLACEMENT				
362	Central Office:				
363	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
364	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
365	MISCELLANEOUS & OPTIONAL COST:				
366	MISCELLANEOUS COSTS				
367	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
368	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82
369	Space Availability Report	Per Premise	NRFCQ		\$168.04
370	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
371	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
372	CAGE COMMON COSTS				
373	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
374	INTERCONNECTION COSTS:				
375	ILEC TO CLEC CONNECTION				
376	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
377	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
378	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
379	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
380	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
381	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
382	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
383					

**ATT-13STATE
COLLOCATION RATE SUMMARY
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ATT 13-STATE/CBEYOND COMMUNICATIONS, LLC
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
384	COMMON				
385	REAL ESTATE				
386	Site Conditioning	Per Bay	S8GCL		\$92.81
387	Safety & Security	Per Frame	S8GCN		\$195.57
388	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
389	COMMON SYSTEMS				
390	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
391	PLANNING				
392	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
393	Planning	Per Request	NRFCJ		\$4,601.93
394	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
395	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
396	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
397	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
398	POWER PROVISIONING				
399	Power Panel:				
400	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
401	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
402	Power Cable and Infrastructure:				
403	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$5.83	\$1,378.83
404	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84
405	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$8.35	\$1,700.70
406	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$8.96	\$1,830.56
407	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85
408	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44
409	Equipment Grounding:				
410	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
411	DC POWER AMPERAGE CHARGE				
412	HVAC	Per 10 Amps	S8GCS	\$14.62	
413	Per Amp	Per Amp	S8GCR	\$10.61	
414	FIBER CABLE PLACEMENT				
415	Central Office:				
416	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
417	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
418	MISCELLANEOUS & OPTIONAL COST:				
419	MISCELLANEOUS COSTS				
420	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
421	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82
422	Space Availability Report	Per Premise	NRFCQ		\$168.04
423	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
424	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
425	CAGE COMMON COSTS				
426	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
427	INTERCONNECTION COSTS:				
428	ILEC TO CLEC CONNECTION				
429	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16
430	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16
431	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06
432	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48
433	DS3 Arrangement - DCS	1 DS3	S8GDX	\$115.58	\$2,181.58
434	DS3 Arrangement - DSX	1 DS3	S8GD2	\$7.14	\$603.89
435	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78
436					
437	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
438	REAL ESTATE				
439	Site Conditioning	Per Frame	S8FX5		\$92.81
440	Safety & Security	Per Frame	S8FX6		\$195.57
441	Floor Space Usage	Per Frame	S8F62	\$28.91	
442	COMMON SYSTEMS				
443	Common Systems - Standard	Per Frame	S8F64	\$10.75	
444	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36	
445	PLANNING				
446	Planning	Per Request	NRM99		\$5,555.76
447	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
448	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
449	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
450	POWER PROVISIONING				
451	Power Cable and Infrastructure:				
452	Power Cable Rack	Per Four Power Cables or Quad	NONE		
453	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F37	\$0.52	
454	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52	
455	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F38	\$0.52	
456	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F39	\$0.52	
457	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52	
458	Equipment Grounding:				
459	Ground Cable Placement	Per Frame	S8F69	\$0.36	

**ATT-13STATE
COLLOCATION RATE SUMMARY
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ATT 13-STATE/CBEYOND COMMUNICATIONS, LLC
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
460	DC POWER AMPERAGE CHARGE				
461	HVAC	Per 10 Amps	S8FXO	\$14.62	
462	Per Amp	Per Amp	S8FXN	\$10.61	
463	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	
464	FIBER CABLE PLACEMENT				
465	Central Office:				
466	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
467	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
468	CEV, HUT & Cabinets:				
469	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
470	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
471	MISCELLANEOUS & OPTIONAL COST:				
472	MISCELLANEOUS COSTS				
473	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
474	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82
475	VIRTUAL FRAME OPTIONS				
476	Standard Equipment Bay	Each (CLEC Provided)	NONE		
477	CEV, HUT, CABINET				
478	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
479	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
480	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
481	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
482	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
483	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
484	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
485	INTERCONNECTION COSTS:				
486	ILEC TO CLEC CONNECTION				
487	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02
488	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02
489	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22
490	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13
491	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12
492	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42
493	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71
494	VIRTUAL TO VIRTUAL CONNECTION				
495	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
496	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
497	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
498	Route Design		NRLWF		\$463.36
499	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00
500	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00
501	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00
502	PROJECT MANAGEMENT				
503	CEV, HUT & CABINET				
504	Project Coordination	Per CLEC Application Augment	NRFCK		\$631.17
505	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
506	CENTRAL OFFICE TYPE				
507	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
508	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35
509	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
510	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
511	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35
512	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
513	CEV, HUT & CABINET				
514	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35
515	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
516	ADDITIONAL LABOR ELEMENTS				
517	TRAINING				
518	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
519	CO Manager	Per 1/2 Hour	NRME9		\$39.45
520	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
521	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
522	EQUIPMENT EVALUATION COST				
523	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
524	TEST AND ACCEPTANCE				
525	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
526					
527	AT&T-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
528	REAL ESTATE				
529	Site Conditioning	Per Frame	S8FX5		\$92.81
530	Safety & Security	Per Frame	S8FX6		\$195.57
531	Floor Space Usage	Per Frame	S8FX1	\$28.91	
532	COMMON SYSTEMS				
533	Common Systems - Standard	Per Frame	S8FX3	\$10.75	
534	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36	

**ATT-13STATE
COLLOCATION RATE SUMMARY
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ATT 13-STATE/CBEYOND COMMUNICATIONS, LLC
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
535	PLANNING				
536	Planning	Per Request	NRM99		\$5,555.76
537	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
538	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
539	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
540	POWER PROVISIONING				
541	Power Cable and Infrastructure:				
542	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3G	\$5.83	\$1,378.83
543	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84
544	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3H	\$8.35	\$1,700.70
545	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3J	\$8.96	\$1,830.56
546	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85
547	Equipment Grounding:				
548	Ground Cable Placement	Per Frame	S8FX9	\$0.36	
549	DC POWER AMPERAGE CHARGE				
550	HVAC	Per 10 Amps	S8FXO	\$14.62	
551	Per Amp		S8FXN	\$10.61	
552	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	
553	FIBER CABLE PLACEMENT				
554	Central Office:				
555	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
556	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
557	CEV, HUT & Cabinets:				
558	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
559	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
560	MISCELLANEOUS & OPTIONAL COST:				
561	MISCELLANEOUS COSTS				
562	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
563	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82
564	VIRTUAL FRAME OPTIONS				
565	Standard Equipment Bay	Each	S8FX2	\$22.19	
566	CEV, HUT, CABINET				
567	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
568	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
569	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
570	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
571	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
572	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
573	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
574	INTERCONNECTION COSTS:				
575	ILEC TO CLEC CONNECTION				
576	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37
577	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37
578	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27
579	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69
580	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79
581	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10
582	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19
583	VIRTUAL TO VIRTUAL CONNECTION				
584	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
585	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
586	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
587	Route Design		NRML9		\$463.36
588	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53
589	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77
590	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09
591	PROJECT MANAGEMENT				
592	CEV, HUT & CABINET				
593	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17
594	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
595	CENTRAL OFFICE TYPE				
596	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
597	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35
598	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
599	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
600	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35
601	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
602	CEV, HUT & CABINET				
603	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35
604	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
605	ADDITIONAL LABOR ELEMENTS				
606	TRAINING				
607	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
608	CO Manager	Per 1/2 Hour	NRME9		\$39.45
609	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
610	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
611	EQUIPMENT EVALUATION COST				
612	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47

**ATT-13STATE
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ATT 13-STATE/CBEYOND COMMUNICATIONS, LLC
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
613	TEST AND ACCEPTANCE				
614	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
615					
	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
616	ADJACENT ON-SITE				
617	PLANNING				
618	Planning - Initial	Per Request	NRFA1		\$9,268.73
619	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
620	REAL ESTATE				
621	Land Rental	Per Square Foot	S8GEN	\$0.44	
622	POWER PROVISIONING				
623	Power Cable and Infrastructure:				
624	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE		
625	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE		
626	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE		
627	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE		
628	AC Service:				
629	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
630	AC Usage	Per KWH	S8GEO	\$0.05	
631	DC POWER AMPERAGE CHARGE				
632	Per Amp	Per Amp	S8GCR	\$10.61	
633	FIBER CABLE PLACEMENT				
634	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48
635	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
636	CABLE RACK				
637	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
638	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
639	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
640	CONDUIT PLACEMENT				
641	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71
642	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89
643	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50
644	INTERCONNECTION COSTS:				
645	ILEC TO CLEC CONNECTION				
646	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02
647	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FVV	\$3.86	\$156.02
648	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79
649	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89
650	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40
651	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67
652	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49
653					
	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
654	ADJACENT ON-SITE				
655	PLANNING				
656	Planning - Initial	Per Request	NRFA1		\$9,268.73
657	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
658	REAL ESTATE				
659	Land Rental	Per Square Foot	S8GEN	\$0.44	
660	POWER PROVISIONING				
661	Power Cable and Infrastructure:				
662	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$7,853.86
663	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$14,584.00
664	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$20,338.00
665	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$28,143.00
666	AC Service:				
667	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
668	AC Usage	Per KWH	S8GEO	\$0.05	
669	DC POWER AMPERAGE CHARGE				
670	Per Amp	Per Amp	S8GCR	\$10.61	
671	FIBER CABLE PLACEMENT				
672	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$976.96
673	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
674	CABLE RACK				
675	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
676	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
677	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
678	CONDUIT PLACEMENT				
679	DC Power Cable Rack	Per 2-Duct	S8GES		\$7,386.71
680	Fiber Cable Rack	Per 1-Duct	S8GET		\$4,711.89
681	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		\$5,545.50
682	INTERCONNECTION COSTS:				
683	ILEC TO CLEC CONNECTION				
684	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$6.19	\$1,371.93
685	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	\$6.19	\$1,371.93
686	DS1 Arrangement - DCS	28 DS1	S8GDN	\$439.98	\$2,341.45
687	DS1 Arrangement - DSX	28 DS1	S8GDS	\$35.04	\$2,341.45
688	DS3 Arrangement - DCS	1 DS3	S8GDY	\$242.36	\$598.33

**ATT-13STATE
COLLOCATION RATE SUMMARY
February 13, 2006**

ATT 13-STATE/CBEYOND COMMUNICATIONS, LLC
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)
689	DS3 Arrangement - DSX	1 DS3	S8GD3	\$12.36	\$598.33
690	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$3,751.22
691					
	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
692	ADJACENT OFF-SITE				
693	PLANNING				
694	Planning	Per Request	NRFA3		\$1,254.32
695	CONDUIT				
696	Conduit Space	Per Innerduct	S8GEW	\$1.17	
697	INTERCONNECTION COSTS:				
698	ILEC TO CLEC CONNECTION				
699	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF5	\$311.43	
700	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	S8GF6	\$439.96	
701	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	S8GF7	\$35.03	
702	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF8	\$311.43	
703	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	S8GF9	\$9.02	
704					
	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
705	ADJACENT OFF-SITE				
706	PLANNING				
707	Planning	Per Request	NRFA3		\$1,254.32
708	CONDUIT				
709	Conduit Space	Per Innerduct	S8GEW	\$1.17	
710	INTERCONNECTION COSTS:				
711	ILEC TO CLEC CONNECTION				
712	Voice Grade/DS0 Arrangement	900 DS0	S8GEC	\$311.43	\$485.31
713	DS1 Arrangement - DCS	28 DS1	S8GDO	\$439.96	\$1,830.99
714	DS1 Arrangement - DSX	28 DS1	S8GDT	\$35.03	\$1,830.99
715	DS1 Arrangement - MDF	450 DS1	S8GDU	\$311.43	\$485.31
716	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEH	\$9.02	\$3,370.20
717					
718	RATES AND CHARGES FOR				
719	COMPLETE SPACE DISCONTINUANCE				
720	Application Fee	Per Request	NRFX1		\$503.95
721	Project Management Fee – Complete Space Discontinuance	Per Request	NRFX2		\$2,883.10
722	Remove Fiber Jumpers	Per linear foot	NRFX3		\$18.79
723	Remove Fiber Cables	Per linear foot	NRFX4		\$14.43
724	Remove VF/DS0 Cable	Per linear foot	NRFX5		\$2.60
725	Remove DS1 Cable	Per linear foot	NRFX6		\$4.89
726	Remove DS3 Cable (Coax)	Per linear foot	NRFX7		\$3.57
727	Remove Timing Cable	Per Request	NRFX8		\$9.64
728	Remove Power Cable-50AMP feed & below	Per linear foot	NRFX9		\$24.76
729	Remove Power Cable-100AMP feed & above	Per linear foot	NRFXA		\$22.73
730	Remove Cage Grounding Material	Each grounding lead & ground bar	NRFXB		\$1,462.85
731	Remove Fiber Entrance Cable	Per cable removal job	NRFXC		\$1,664.00
732	Infrastructure Maps & Records	Per cable removal job	NRFXD		\$104.00
733	Engineering Work Order	Per cable removal job	NRFXE		\$104.00
734	Work Group Information Distribution	Per cable removal job	NRFXF		\$104.00
735	Restore Floor Tile – per Standard Bay	Per Standard Bay	NRFXG		\$71.79
736	Floor Restoration Contractor Trip Charge	Per trip	NRFXH		\$144.63
737	Restore Floor Tile	Per Non-Standard Bay	NRFXJ		\$81.53
738					
739	RATES AND CHARGES FOR				
740	SPACE REASSIGNMENT/RESTENCILING				
741	Application Fee	Per Request	NRFXK		\$503.95
742	Project Management Fee – Space Reassignment	Per Request	NRFXL		\$2,883.10
743	Restencil DS0/DSL Block	Per 100 pair block	NRFXM		\$15.33
744	Restencil DS1 Block	Per 28 DS1s	NRFXN		\$6.02
745	Restencil DS3 Coax Cable	Per cable	NRFXO		\$4.90
746	Restencil Fiber Cable Block	Per 12 pair cable	NRFXP		\$91.95
747	Restencil Fiber Jumper Block	Per 4 jumpers	NRFXQ		\$61.30
748	Restencil Power and tag cables	Per 1-4 feeds	NRFXR		\$107.28
749	Restencil Timing Source and tag cable	Per cable	NRFXS		\$122.60
750	Timing Record Book Update	Per element	NRFTX		\$45.98
751	Interconnection Records Update	Per element	NRFXU		\$296.61
752	Power Records Update	Per element	NRFXV		\$355.94
753	Vendor Engineering	Per Space Reassignment job	NRFXW		\$711.88
754					
755	RATES AND CHARGES FOR				
756	POWER REDUCTION (CABLE REMOVAL)				
757	Application Fee	Per Request	NRFXX		\$503.95
758	Project Management Fee – Power Reduction(cable removal)	Per Request	NRFXY		\$2,220.45
759	Remove Power Cable-50AMP feed & below	Per linear foot	NRFXZ		\$24.76
760	Remove Power Cable-100AMP feed & above	Per linear foot	NRFY1		\$22.73

ATT-13STATE
COLLOCATION RATE SUMMARY
February 13, 2006

ATT-13-STATE/CBEYOND COMMUNICATIONS, LLC
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
762	RATES AND CHARGES FOR				
763	POWER REDUCTION (REFUSING ONLY)				
764	Application Fee	Per Request	NRFY2		\$503.95
765	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	NRFY3		\$1,562.80
766	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	NRFY4		\$2,004.57
767	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	NRFY5		\$367.81
768	Restencil Power and tag cables	Per 1-4 feeds	NRFY6		\$107.28
769	Power Records Update	Per element	NRFY7		\$355.94
770	Vendor Engineering	Per Space Reassignment job	NRFY8		\$711.88
771	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	NRFY9		\$490.41
772	Restencil Power and tag cables	Per 1-4 feeds	NRFYA		\$107.28
773	Power Records Update	Per element	NRFYB		\$355.94
774	Vendor Engineering	Per Space Reassignment job	NRFYC		\$711.88
775					
776	RATES AND CHARGES FOR				
777	INTERCONNECTION TERMINATION REDUCTION				
778	Application Fee	Per Request	NRFYD		\$503.95
779	Project Management Fee – Interconnection Cable Reduction	Per Request	NRFYE		\$2,441.33
780	Remove VF/DS0 Cable	Per linear foot	NRFYF		\$2.60
781	Remove DS1 Cable	Per linear foot	NRFYG		\$4.89
782	Remove DS3 Cable (Coax)	Per linear foot	NRFYH		\$3.57
783	Remove Fiber Cables	Per linear foot	NRFYJ		\$14.43
784	Remove Fiber Jumpers	Per linear foot	NRFYK		\$18.79
785					

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

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

(1) Replace existing Reciprocal Compensation provisions with the Negotiated Intercarrier Compensation Appendix, which is attached hereto and incorporated herein by this reference.

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

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


(4) 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.

(5) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **AT&T MICHIGAN** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that **AT&T MICHIGAN** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Michigan, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **AT&T MICHIGAN**'s right to exercise its option at any time to adopt on a date specified by **AT&T MICHIGAN** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions,

and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 19th day of December, 2006, 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.

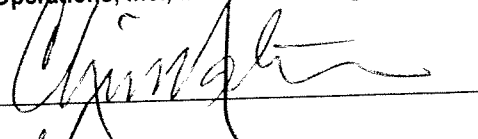
Cbeyond Communications, LLC

By: 
Name: Julia O. Strow
(Print or Type)

Title: Vice President
(Print or Type)

Date: December 18, 2006

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

By: 
Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: 12-19-2006

FACILITIES-BASED OCN # 288E
ACNA BYG

APPENDIX INTERCARRIER COMPENSATION

(AFTER FCC ORDER NO. 01-131, AGREEING TO
EXCHANGE ALL ISP-BOUND and SECTION
251(b)(5) TRAFFIC AT THE FCC RATES IN
CERTAIN STATES, WHERE APPLICABLE)

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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

- 1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic exchanged between the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s).
- 1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local switching purchased by CLEC from AT&T MICHIGAN on a wholesale basis.
- 1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. AT&T MICHIGAN will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an End User that is served by a carrier providing telecommunications services utilizing AT&T MICHIGAN's Resale Service.
- 1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

2. ILEC DESIGNATIONS

- 2.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 2.2 **AT&T MICHIGAN** - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned ILEC doing business in Michigan.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic such Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the North American Numbering Plan (NANP) containing a unique ten digit number consisting of a three digit area code (NPA) and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in, AT&T MICHIGAN, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.

- 3.4 Intentionally Omitted.
- 3.5 CLEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding CLEC's traffic and such other carriers' traffic, including without limitation any where CLEC originates traffic to or terminates traffic from an End User being served by a third party telecommunications carrier who has purchased local switching from AT&T MICHIGAN on a wholesale basis by which such telecommunications carrier uses such services to offer wireline local telephone exchange service to its End Users. In no event will AT&T MICHIGAN have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC 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 CLEC 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 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users.
- 3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs.
- 3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.
- 3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether the Parties are obligated to exchange any specific type of traffic, nor the types of services to be offered by AT&T MICHIGAN pursuant to this agreement.
- 3.9.1 More specifically, and without limiting the foregoing Section 3.9, the parties acknowledge that this Attachment does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC". The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CLEC 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. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, MCA Traffic, IntraLATA Toll Traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
- (i) Originates from an OE-LEC End User located in another ILEC's incumbent local exchange area and terminates to an AT&T 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.

4. LONG TERM BILL AND KEEP ARRANGEMENTS FOR TERMINATION OF IN-BALANCE SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC

- 4.1 Wireline Section 251(b)(5) Traffic shall mean telecommunications traffic, in which the originating End User of one Party and the terminating End User of the other Party are:
- both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 4.2 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 CLEC and AT&T MICHIGAN in which the originating End User of one Party and the ISP served by the other Party are:
- both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

In AT&T MICHIGAN, exchanges 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 5.8 of this Appendix.

4.3 Long-Term Local Bill and Keep Arrangements for Section 251(b)(5) Traffic and ISP-Bound Traffic

CLEC has elected long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between AT&T MICHIGAN and CLEC in AT&T MICHIGAN so long as qualifying traffic between the parties remains in balance in accordance with this Section 4.3. Long-Term Local Bill and Keep applies only to Section 251(b)(5) Traffic and ISP-Bound Traffic as defined in Sections 4.1 and 4.2 of this Attachment and does not include, IntraLATA Toll Traffic, Meet Point Billing Traffic, FX Traffic, FGA Traffic, or Optional EAS Traffic.

- 4.3.1 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is "In-Balance". In-balance shall mean that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will not exceed the MOU differential set forth in Section 4.3.2 below.
- 4.3.2 The Parties agree to cap the minute of use (MOU) differential at 750,000 MOUs per month. The MOU differential is defined as the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic per month originated by each Party's end users, terminated to the other Party's End Users. In the event that the MOU differential exceeds 750,000 MOUs per month, for three (3) consecutive months, upon notice by either Party, the rates specified in Section 5.7.2 shall apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic beginning with the billing cycle following receipt of such notice.
- 4.3.3 Intentionally Omitted.

- 4.3.4 Once the rates found in Section 5.7.2 apply to CLEC's Section 251(b)(5) Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement.
- 4.3.5 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is in balance, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.
- 4.3.6 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation were applicable.
- 4.3.7 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic is being terminated under this Long-Term Local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. 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.
- 4.3.8 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 under the Long Term Local Bill and Keep arrangement. 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 and will pay appropriate compensation for such traffic with interest calculated as referenced in 26.6 of the General Terms and Conditions of the underlying Agreement.
- 4.3.8.1 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.
- 4.3.8.2 The audit provisions set out in Sections 4.3.7 through 4.3.8 above do not alter or affect audit provisions set out elsewhere in this Agreement.

5. **COMPENSATION ARRANGEMENTS FOR TERMINATION OF OUT-OF-BALANCE SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC**

- 5.1 "Out-of-Balance" shall mean that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties has not met the In-Balance qualifiers as defined in Section 4.3 above and has exceeded the specified thresholds set forth in Sections 4.3.1 and 4.3.2. This Section 5 applies to Out-of-Balance traffic.
- 5.2 AT&T MICHIGAN will exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

AT&T MICHIGAN and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by AT&T MICHIGAN in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

- 5.2.1 Should a regulatory agency, court or legislature change or nullify the AT&T MICHIGAN designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree

that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among AT&T MICHIGAN, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

- 5.2.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among AT&T MICHIGAN, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 5.3 In AT&T MICHIGAN the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1 and ISP-Bound Traffic, as defined in Section 4.2 will be compensated at the FCC's interim ISP terminating compensation rate set forth in Section 5.7.2 below in AT&T MICHIGAN on the later of (i) the Effective Date of this Amendment and (ii) the effective date of the offer in AT&T MICHIGAN. The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be compensated at the rate set forth in Section 5.7.2 below if such traffic does not meet the in-balance requirements set forth in Section 4.3 above.
- 5.4 Intentionally Omitted.
- 5.5 Intentionally Omitted.
- 5.6 Intentionally Omitted.
- 5.7 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) Traffic
- 5.7.1 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5.7.2 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in AT&T MICHIGAN effective on the later of (i) the Effective Date of this Amendment and (ii) the effective date of AT&T exchanging Section 251(b)(5) Traffic and ISP Bound Traffic pursuant to the FCC's ISP Compensation Order.
- 5.7.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic at \$.0007 per minute of use if such traffic does not meet the in-balance requirements set forth in Section 4.3 above. Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.
- 5.8 ISP-Bound Traffic Rebuttable Presumption
- 5.8.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties in AT&T MICHIGAN exceeding a 3:1 terminating to originating ratio

is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5.8. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 5.7.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic.

5.9 Intercarrier Compensation for Wholesale Local Switching Traffic

5.9.1 Where CLEC purchases any wholesale local switching from AT&T MICHIGAN on a wholesale basis, CLEC 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 required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.

5.9.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T MICHIGAN and CLEC when CLEC purchases wholesale local switching from AT&T MICHIGAN on a wholesale basis:

5.9.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T MICHIGAN and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

5.9.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T MICHIGAN and CLEC where CLEC's end user originates a call that is terminated to a AT&T MICHIGAN end user, CLEC shall pay the rate set forth in Section 5.7.2 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic.

5.10 For purposes of this Section 5.6, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 14 below.

5.10.1 Each party will invoice the other party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in Section 5.7.2.

6. OTHER TELECOMMUNICATIONS TRAFFIC

6.1 Except as set forth in Section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

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

- 6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign", exchange, thereby creating a local presence in that "foreign" exchange.
- 6.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign" exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T MICHIGAN.
- 6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.
- 6.2.4 Intentionally Omitted.
- 6.2.5 Intentionally Omitted.
- 6.2.6 Segregating and Tracking FX Traffic
- 6.2.6.1 For AT&T MICHIGAN, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.
- 6.2.6.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T MICHIGAN where such traffic is subject to a Bill and Keep arrangement.
- 6.2.6.3 Intentionally Omitted.
- 6.2.6.4 Intentionally Omitted.
- 6.2.6.5 Either Party may request an audit of the FX Usage Summary on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

- 6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two points. Private Line Services are used to consolidate communications over one line for voice, data, video and multimedia.
- 6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:
- FX Traffic
 - Optional EAS Traffic
 - IntraLATA Toll Traffic
 - 800, 888, 877, ("8YY") Traffic
 - Feature Group A Traffic
- 6.5 The Parties agree that, for the purposes of this Appendix, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 4 and 5 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b) 8YY Traffic are set forth in Section 10; (c) Feature Group A Traffic are set forth in Section 6.2; (d) IntraLATA Toll Traffic are set forth in Section 12.

7. INTENTIONALLY OMITTED

8. INTENTIONALLY OMITTED

9. PRIMARY TOLL CARRIER ARRANGEMENTS

- 9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a third party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In those states wherein Primary Toll Carrier arrangements are mandated and AT&T MICHIGAN is functioning as the PTC for a third party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:
- (i) AT&T MICHIGAN shall deliver such IntraLATA toll traffic that originated from that third party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. AT&T MICHIGAN shall pay the CLEC on behalf of the originating third party ILEC for the termination of such IntraLATA toll traffic at the terminating access rates as set forth in the CLEC's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T MICHIGAN Intrastate Access Service Tariff in the respective state; and/or
 - (ii) AT&T MICHIGAN shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay AT&T MICHIGAN for the use of its facilities at the rates set forth in AT&T MICHIGAN's Intrastate Access Service Tariff. CLEC shall pay the ILEC for the termination of such traffic originated from CLEC.

10. INTRALATA 800 TRAFFIC

- 10.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors,

omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

- 10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query.

11. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

- 11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.
- 11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.
- 11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.
- 11.4 The Parties will, emaintain 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 the MPB arrangement.
- 11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 11.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 11.8 AT&T MICHIGAN and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.
- 11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

12. COMPENSATION FOR ORIGINATION AND TERMINATION OF INTERLATA TRAFFIC

- 12.1 Where a CLEC originates or terminates its own end user InterLATA Traffic not subject to Meet Point Billing, the CLEC must purchase feature group access service from AT&T MICHIGAN's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

13. INTRALATA TOLL TRAFFIC COMPENSATION

- 13.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an AT&T MICHIGAN's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.
- 13.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T MICHIGAN's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14. BILLING ARRANGEMENTS FOR TERMINATION OF OUT-OF-BALANCE SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC, OPTIONAL EAS TRAFFIC AND INTRALATA TOLL TRAFFIC

- 14.1 In AT&T MICHIGAN, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.
- 14.1.1 Where CLEC is using terminating recordings to bill intercarrier compensation, AT&T MICHIGAN will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a third party telecommunications carrier using an AT&T MICHIGAN non-resale offering whereby AT&T MICHIGAN provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.
- 14.2 Intentionally Omitted.
- 14.3 AT&T MICHIGAN will 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, AT&T MICHIGAN and CLEC agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic at the rate set forth in Section 5.7.2 if such traffic does not meet the in-balance requirements set forth in Section 4.3 above.
- 14.4 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 14.5 If ISP-Bound Traffic does not meet the in-balance requirements set forth in Section 4.3 above, then all ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.
- 14.6 For billing disputes arising from Intercarrier Compensation charges, the party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the party rendering the bill (the "Billing Party") only for so long as the dispute remains

pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.

- 14.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

15. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 15.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 5 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

16. SWITCHED ACCESS TRAFFIC

- 16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T MICHIGAN's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:
- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,
 - (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T End User that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;

- (iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves 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).

- 16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, 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 15.1(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.

17. ALTERNATE TANDEM PROVIDER

- 17.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides tandem switching services to CLEC with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with AT&T MICHIGAN to (i) AT&T MICHIGAN's End User; (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T MICHIGAN purchased on a wholesale basis to provide service to its End Users; and/or (iii) a Third Party Terminating Carrier's End User.
- 17.2 "Third Party Originating Carrier" means a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider and/or Out-of Exchange Local Exchange Carrier (OE-LEC) that sends traffic originated by its End Users to an Alternate Tandem Provider.
- 17.3 Third Party Terminating Carrier shall mean Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, Out-of Exchange Local Exchange Carrier (OE-LEC), AT&T MICHIGAN as the Incumbent Local Exchange Carrier (ILEC) or a Carrier that utilizes local switching from AT&T MICHIGAN purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when CLEC uses an Alternate Tandem Provider.
- 17.4 When Alternate Tandem Provider sends Traffic originated by the End Users of CLEC functioning as the Third Party Originating Carrier to an End User of AT&T MICHIGAN who is functioning as the Third Party Terminating Carrier, CLEC is responsible for all Minutes of Use ("MOUs") billed by AT&T MICHIGAN for the termination of such traffic.

MICHIGAN - Generic Pricing Schedule /1/			AT&T RECURRING		AT&T NON-RECURRING	
Line		USOC	Monthly		Initial	Additional
1	NETWORK ELEMENTS					
2						
3	INTERCARRIER COMPENSATION					
4	Long-Term Bill and Keep Arrangements for "In-Balance"					
5	Section 251(B)(5) Traffic & ISP-Bound Traffic					
6						
7	End Office Local Termination					
8	Set up charge, per call	USAGE	\$0.00			
9	Duration charge, per MOU	USAGE	\$0.00			
10						
11	Tandem Switching					
12	Set up charge, per call	USAGE	\$0.00			
13	Duration charge, per MOU	USAGE	\$0.00			
14						
15	Tandem Transport Termination, Per MOU	USAGE	\$0.00			
16						
17	Tandem Transport Facility per MOU, per Mile	USAGE	\$0.00			
18						
19	COMPENSATION ARRANGEMENTS FOR TERMINATION OF "OUT-OF-BALANCE" SECTION 251(b)(5) TRAFFIC AND ISP-BOUND TRAFFIC					
20						
21	Rate for All ISP-Bound and Section (b)(5) Traffic as per FCC 01-131,					
22	per MOU	USAGE	\$ 0.00007			
23						

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
CBeyond COMMUNICATIONS, LLC**

The Interconnection Agreement dated October 25, 2006 by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan")¹ and Cbeyond Communications, LLC ("Cbeyond") ("Agreement") effective in the state of Michigan is hereby amended as follows:

1. Section 21.1 Term is amended by adding the following section:
 - 21.1.1 Notwithstanding anything to the contrary in this Section 21.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from May 20, 2005 until May 20, 2008 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Cbeyond, by AT&T Michigan pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T Michigan shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 24th day of May, 2007, by AT&T Michigan, signing by and through its duly authorized representative, and Cbeyond, signing by and through its duly authorized representative.

Cbeyond Communications, LLC

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

By: *William H. Weber*

By: *Rebecca L. Sparks*

Name: William H. WEBER
(Print or Type)

Name: Rebecca L. Sparks
(Print or Type)

Title: VP & CORPORATE COUNSEL
(Print or Type)

Title: Executive Director-Regulatory

Date: 5/17/2007

Date: MAY 24 2007

FACILITIES-BASED OCN # 288E

UNE OCN # _____

RESALE OCN # _____

ACNA BYG

**AMENDMENT TO
 INTERCONNECTION AGREEMENT
 BETWEEN
 MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
 AND
 CBeyond COMMUNICATIONS, LLC**

This Amendment is entered into by and between Michigan Bell Telephone Company d/b/a AT&T Michigan (“AT&T Michigan”) and Cbeyond Communications, L.L.C. (“CLEC”). AT&T Michigan and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party”. This Amendment applies in AT&T Michigan’s service territory in the State of Michigan.

WITNESSETH:

WHEREAS, CLEC has requested to amend the Schedule 2.1 contained in its adopted Comcast Phone of Michigan, LLC, Interconnection Agreement in the state of Michigan under Section 251(i) of the Telecommunications Act of 1996 (the “Separate Agreement”); and

WHEREAS, contemporaneous with the Commission’s approval of CLEC’s adoption of the Separate Agreement (hereafter referred to as “underlying Agreement”), CLEC and AT&T Michigan desire to amend the underlying Agreement as set forth herein.

WHEREAS, the Parties have mutually agreed to amend Schedule 2.1 - Implementation Schedule to capture the process for which the Parties will use in lieu of the Schedule 2.1 in the underlying adopted agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. INTRODUCTION

1.1 The foregoing Recitals are hereby incorporated into and made a part of this Amendment.

1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the underlying Agreement (including all incorporated or accompanying Appendices, Schedules, 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. SCHEDULE 2.1, IMPLEMENTATION SCHEDULE IS AMENDED AS FOLLOWS:

2.1 Section 1, Interconnection is deleted in its entirety and replaced with the following:

1. Interconnection

LATA	Ameritech Interconnection Central Office (AICO)	Requesting Carrier Interconnection Central Office (RICO)	Interconnection Activation Date*
340	WBFDMMIMN	WBFDMMIMNPS0	6-15-07
340	WAYNMIMN	WAYNMIMNPS0	TBD

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

2.2 Section 2, Access to Unbundled Network Elements is deleted in its entirety and replaced with the following:

2. Access to Unbundled Network Elements

LATA	Ameritech Interconnection Central Office (AICO)	Requesting Carrier Interconnection Central Office (RICO)	Interconnection Activation Date*
340	WBFDMIMN	WBFDMIMNPS0	6-15-07
340	WAYNMIMN	WAYNMIMNPS0	TBD

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

3. AMENDMENT EFFECTIVE DATE

3.1 This Amendment shall be effective upon the Michigan Public Service Commission's approval.

4. TERM OF AMENDMENT

4.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement including, without limitation, any amendments to such Agreement, but rather, will be coterminous with such Agreement.

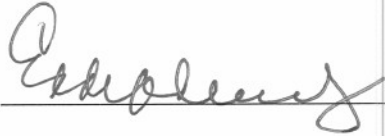
5. RESERVATIONS OF RIGHTS

5.1 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

Cbeyond Communications, LLC

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

Signature: 

Signature: 

Name: WILLIAM H. WEBER
(Print or Type)

Name: EDDIE A. REED JR
(Print or Type)

Title: CHIEF ADMINISTRATIVE OFFICER
(Print or Type)

Title: Director – Interconnection Agreements

Date: 3/18/2008

Date: 3/27/08

SWITCH BASED OCN # 288E

ACNA - BYG

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

This Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan")¹ and Cbeyond Communications, 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. AMENDMENT TO THE AGREEMENT

2.1 The Agreement is hereby amended to clarify certain aspects of the Agreement, as follows:

2.1.1 Section 9.1 of ARTICLE IX, Unbundled Access – Section 251 (c)(3) is amended to add a new Section 9.1.4:

9.1.4 "A DS1 Loop (as defined in the TRO/TRRO amendment dated October 25, 2005 as between the parties) requires the use of a DS1 cross connect with a digital test access unit ("DTAU"); no other cross connect can be used with a DS1 Loop."

2.1.2 The following change is made to page 1 of 14 of 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".

2.1.3 The following change is made to page 6 of 14 of Exhibit A, Pricing Schedule, to MPSC U13531 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".

2.1.4 The following change is made to page 11 of 14 of 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 DS1 Loop cross-connect and DS1 Dedicated Transport cross-connect, each of which require a DTAU".

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the name "AT&T Michigan".

2.2 A new section is added to the General Services Related Provisions of the Agreement as follows: Notwithstanding any lesser obligation in the Agreement, AT&T Michigan and CLEC shall each absolutely forbear (and shall absolutely forbear from encouraging or supporting any party or interested person in any manner whatsoever) from seeking or bringing any proceeding related in any way to whether CLECs can order a 4-wire digital cross connect for use with a digital loop, whether AT&T Michigan can bundle or otherwise require the use of Digital Test Access Units (“DTAUs”) with 4-wire or DS1 cross connects for use with a digital loop, whether such practice is a violation of state and/or federal law, whether AT&T Michigan is required to provision 4-wire or DS1 cross connects for DS1 loops without DTAUs, and whether AT&T Michigan must refund amounts paid by CLEC to AT&T Michigan as the result of AT&T Michigan’s bundling or requiring the use of DTAUs with 4-wire or DS1 cross connects for DS1 loops (including, without limitation, by communicating with the MPSC or its Staff or any party, entity or interested person about initiating any such proceeding). A party, entity or interested person shall include, without limitation, any present or future entity affiliated with AT&T Michigan and CLEC, respectively. To the extent any such proceeding is for whatever reason initiated, AT&T Michigan and CLEC recognize, acknowledge and agree that any decision arising from said docket(s) (including any appeals thereof) shall not affect in any way the rate of \$6.89 in the Pricing Schedule under the heading “Cross Connects”, it being specifically agreed that they will abide by the rate without regard or reference to any decision or order arising from said docket(s). The limitations set forth in this paragraph regarding the rate of \$6.89 shall not apply to an MPSC generic rate or cost proceeding (i.e., the proceeding applies to AT&T Michigan and all or substantially all CLECs in the State of Michigan) initiated and conducted no earlier than January 31, 2010; the resulting rates from such a proceeding shall be reflected in the Agreement pursuant to the terms and conditions thereof, and, irrespective of the MPSC’s order in such a proceeding, shall apply no earlier than January 31, 2010.

2.2.1 Section 2.2 above shall be deemed to be automatically incorporated into and become a part of, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between AT&T Michigan and CLEC for the period indicated in Section 2.2, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights or otherwise. Any inconsistencies between Section 2.2 and other provisions of the current ICA or future interconnection agreement(s) between the parties will be governed by Section 2.2 unless expressly superseded by a future amendment between the Parties that references this Amendment and Section 2.2, and then only to the extent specified in any such future amendment.

2.3 Nothing in this Amendment expands, contracts, or otherwise affects either AT&T Michigan’s or CLEC’s rights or obligations under the Agreement beyond the express provisions of this Amendment.

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the Michigan Public Service Commission (“MI-PSC”) 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(j) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 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.

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.

Cbeyond Communications, LLC

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

By: W. H. H. Weber

By: E. A. Reed Jr

Printed: WILLIAM H. WEBER

Printed: EDDIE A REED JR

Title: CHIEF ADMINISTRATIVE OFFICER

Title: DIRECTOR - INTERCONNECTION AGREEMENTS

Date: 5/12/2008

Date: 5-15-08

FACILITIES-BASED OCN #: 288E

ACNA: BYG

AT&T Wholesale Amendment

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
CBeyond COMMUNICATIONS, LLC**

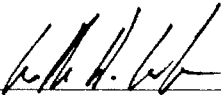
The Interconnection Agreement dated October 25, 2006 by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan")¹ and Cbeyond Communications, LLC ("Cbeyond") ("Agreement") effective in the state of Michigan is hereby amended as follows:

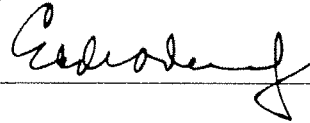
1. Section 9.9.2 of ARTICLE IX UNBUNDLED ACCESS — SECTION 251(c)(3) is amended as follows:
 - 9.9.2 If (i) Party A reports to Party B a suspected failure of a Network Element, (ii) Party B dispatches a technician, and (iii) such trouble was not caused by Party B's facilities or equipment, then Party A shall pay Party B a Trip and Time charge as set forth at Item I of the Pricing Schedule.
2. The Pricing schedule is amended as follows:
 - I. Rates for maintenance.
 1. Trip and Time Charge -- \$200.00
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

Cbeyond Communications, LLC

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

By: 

By: 

Name: William H. WEBER
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: CHIEF ADMINISTRATIVE OFFICE
(Print or Type)

Title: Director – Interconnection Agreements

Date: 6/25/2009

Date: 6-29-09

FACILITIES-BASED OCN # 288E

ACNA: BYG

AT&T Wholesale Amendment

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
CBEYOND COMMUNICATIONS, LLC**

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan") and Cbeyond Communications, LLC ("CLEC"). AT&T Michigan and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T Michigan's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, AT&T Michigan and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved November 9, 2006 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties amended said Agreement pursuant to the Michigan Public Service Commission's ("MI-PSC") Order in Case No. U-14447 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order (the "Michigan Order"); and

WHEREAS, on September 26, 2007, the United States District Court for the Eastern District of Michigan issued an Order reversing, in part, the Michigan Order, and on February 23, 2010, the United States Court of Appeals for the Sixth Circuit affirmed the District Court's Order; and

WHEREAS, the Parties wish to amend the Agreement to reflect the Court Decisions and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree as follows:

1. In the Amendment to Interconnection Agreement approved November 9, 2006 (the "TRO/TRRO Amendment"), under the Michigan TRO/TRRO Attachment thereto:
 - 1.1 The text of Section 0.1.12 is removed in its entirety and replaced with the following:

Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated pursuant to the FCC's TRRO, including 47 CFR 51.5 as follows: A business line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory

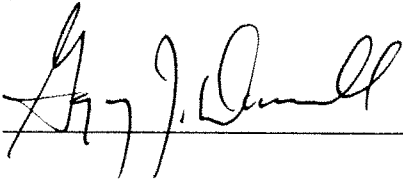


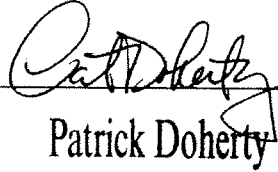
change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

5. This Amendment shall be filed with and is subject to approval by the MI-PSC and shall become effective ten (10) days following approval by such Commission.

Cbeyond Communications, LLC

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

By: 

By: 

Printed: Gregory J. Darnell

Printed: Patrick Doherty

Title: Director

Title: Director - Regulatory

Date: 7/25/12

Date: 8-13-12

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	---	---	288E

Description	ACNA Code(s)
ACNA(s)	BYG

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

AND

CBEYOND COMMUNICATIONS, LLC



Signature: eSigned - Dave Gibson

Signature: eSigned - William Bockelman

Name: eSigned - Dave Gibson
(Print or Type)

Name: eSigned - William Bockelman
(Print or Type)

Title: Vice President Business Development
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 25 Jul 2017

Date: 25 Jul 2017

Cbeyond Communications, LLC, its sole Member

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

State	CLEC OCN
ILLINOIS	2491
MICHIGAN	288E

Description	ACNA Code(s)
ACNA(s)	BYG

**AMENDMENT TO THE AGREEMENT
BETWEEN
CBEYOND COMMUNICATIONS, LLC
AND
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, MICHIGAN BELL
TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and Cbeyond Communications LLC ("Cbeyond") as shown in the attached Exhibit A. AT&T and Cbeyond are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and Cbeyond are Parties to the Agreements as shown in the attached Exhibit A; and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("the Order"), the Parties desire to amend the Agreement to implement the terms of the Order.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The recitals are hereby incorporated in their entirety into this Amendment.
 - 1.1 The Parties hereby implement the intercarrier compensation rate schedules attached hereto as Exhibit B for the termination of all Section 251(b)(5) Traffic exchanged between the parties in the applicable state(s). The rates included in Exhibit B hereby supersede the existing rate elements included in the underlying Agreement for purposes of reciprocal compensation.
2. The Parties agree to replace Section N (where N is 1.11 in Illinois and 29.10 in Michigan) 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	Gordon P. Williams, Jr. SVP & General Counsel
STREET ADDRESS	320 Interstate Parkway North, Suite 300
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	770.874.4942
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Chuck.Williams@birch.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of

this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. 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.
9. For Illinois and 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.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date / Last Party Signed Date
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Cbeyond Communications, LLC	Interconnection	8/18/04
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Cbeyond Communications, LLC	Interconnection	11/9/06

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG14		\$0.00			MOU

AMENDMENT**BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESAL, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

FUSION CLOUD SERVICES, LLC (F/K/A BIRCH COMMUNICATIONS, INC. OR BIRCH TELECOM OF MISSOURI, INC.); FUSION COMMUNICATIONS, LLC AND FUSION COMMUNICATIONS SERVICES, LLC (BOTH F/K/A CBeyond COMMUNICATIONS, LLC); FUSION TELECOM OF KANSAS, LLC (F/K/A BIRCH TELECOM OF KANSAS, INC.); FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD

**SERVICES OF OKLAHOMA, LLC (F/K/A BIRCH TELECOM OF
OKLAHOMA, INC.); AND FUSION TELECOM OF TEXAS, LTD.,
L.L.P. (F/K/A BIRCH TELECOM OF TEXAS, LTD., LLP)**

Signature: eSigned - James P. Prenetta, Jr.

Signature: eSigned - Kristen Shore

Name: eSigned - James P. Prenetta, Jr.
 (Print or Type)

Name: eSigned - Kristen Shore
 (Print or Type)

Title: Executive Vice President and General Counsel
 (Print or Type)

Title: AVP Regulatory
 (Print or Type)

Date: 02 Oct 2020

Date: 07 Oct 2020

Fusion Cloud Services, LLC (f/k/a Birch Communications, Inc. or Birch Telecom of Missouri, Inc.); Fusion Communications, LLC and Fusion Communications Services, LLC (both f/k/a Cbeyond Communications, LLC); Fusion Telecom of Kansas, LLC (f/k/a Birch Telecom of Kansas, Inc.); Fusion Cloud Services, LLC d/b/a Fusion Cloud Services of Oklahoma, LLC (f/k/a Birch Telecom of Oklahoma, Inc.); and Fusion Telecom of Texas, Ltd., L.L.P. (f/k/a Birch Telecom of Texas, Ltd., LLP)

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	168C, 624A, 2720, 2828	2828, 1897, 169C, 5409
ARKANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	674C, 283D, 3244	372F, 969A
CALIFORNIA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 7012, 4147, 4363	3621, 5370, 4961	206C, 580F, 4961, 5370, 9222

FLORIDA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147 7012, 7700, 1604, 176J	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872, 700E, 2720
GEORGIA	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104 7700, 176J	055G, 817A, 1768, 171C, 4361	1986, 2720, 4361, 053H, 144H, 5348 817A, 1769
ILLINOIS	7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	950C	2491, 4327, 590E
INDIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	673C, 3241	1899, 3136
KANSAS	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	379G, 984A, 675C, 8856, 4186	4186, 4910, 4911, 9238, 8856, 0840
KENTUCKY	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147, 7700	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	2722, 0393, 7514, 3133, 1940
LOUISIANA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	173C, 5015, 572A, 9316, 9567	0947, 1738, 3133, 1940
MICHIGAN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617,	4328, 671C	288E, 2211, 4328, 9352, 9106, 562D

	6104, 7729		
MISSISSIPPI	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 8860, 6104, 4147	5744, 3239, 6236, 9292, 9337, 5317, 2720	5174, 3731, 5317, 2720
MISSOURI	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104	916F, 8665	1428, 4736, 8665, 034H,9335,215D
NEVADA	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	253A, 3238, 515B	137H
NORTH CAROLINA	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	175C, 5745, 577A, 9317, 9354, 3137, 3758	3758, 2435, 3137, 2720
OHIO	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	672C, 007A	2212, 230F, 159D, 4329
OKLAHOMA	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	921A, 3237	4833, 3642, 9223, 9575
SOUTH CAROLINA	7039, 7611, 8860,7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,7700, 4147, 6104	8067, 174C, 5746, 5369, 3094	2441, 3094, 5369, 9318
TENNESSEE	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F,	476C, 5859, 5390, 579A, 3290, 1739	3290, 5390

	7096, 307G, 7276, 7775, 7700, 6104, 4147		
TEXAS	176J,7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104,7729, 4147	6239, 496A, 9589, 3750, 4737, 4364	2152, 4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911
WISCONSIN	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617,6104, 7729	247D, 5240, 3246	1747, 247D,3246, 5240

Description	ACNA Code(s)
ACNA(s)	AXJ,BYG,ENC,IOX,NIK,SEQ,SUU,TTU,UID,VLK

**AMENDMENT TO
INTERCONNECTION AND/OR RESALE AGREEMENTS
BY AND BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

FUSION CLOUD SERVICES, LLC (F/K/A BIRCH COMMUNICATIONS, INC. OR BIRCH TELECOM OF MISSOURI, INC.); FUSION COMMUNICATIONS, LLC AND FUSION COMMUNICATIONS SERVICES, LLC (BOTH F/K/A CBeyond COMMUNICATIONS, LLC); FUSION TELECOM OF KANSAS, LLC (F/K/A BIRCH TELECOM OF KANSAS, INC.); FUSION CLOUD SERVICES, LLC D/B/A FUSION CLOUD SERVICES OF OKLAHOMA, LLC (F/K/A BIRCH TELECOM OF OKLAHOMA, INC.); AND FUSION TELECOM OF TEXAS, LTD., L.L.P. (F/K/A BIRCH TELECOM OF TEXAS, LTD., LLP)

This Amendment (the "Amendment") amends each interconnection and/or resale agreement by and between each AT&T entity listed in each row of Column A of Exhibit A and each Fusion Legacy Birch Entity ("FLBE") listed in Column B of the same row of Exhibit A (collectively, "Agreements"). Each party is hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on June 3, 2019, Fusion Connect, Inc. and its subsidiaries (collectively, "Fusion") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York, in Case No. 19-11811 (the "Bankruptcy Court");

WHEREAS, by order dated December 17, 2019, the Bankruptcy Court confirmed the *Third Amended Joint Chapter 11 Plan of Fusion, Connect, Inc., and Its Subsidiary Debtors*, Doc. No. 680 (the "Plan");

WHEREAS, on January 2, 2020, the Bankruptcy Court entered the *Stipulation, Agreement, and Order Resolving AT&T's Objection to Proposed Cured Amount*, Doc No. 703 (the "Stipulation") pursuant to which all contracts and agreements between AT&T Corp. and its affiliates (collectively, "AT&T") and Fusion (collectively, the "Stipulation Contracts"), were to be assumed by Fusion on the effective date of the Plan (which under the Plan was January 14, 2020, see Doc. 725);

WHEREAS, in connection with the Stipulation, AT&T and Fusion agreed to certain amendments to the Stipulation Contracts set forth in a term sheet ("Term Sheet") that states the amendments would be effective on the Effective Date, which is also the effective date of the Plan;

WHEREAS, in 2018, Birch Communications, Inc. underwent an organizational change pursuant to which certain of its affiliated entities listed in this Agreement became indirect subsidiaries of Fusion Connect, Inc. and certain other affiliated entities of Birch Communications, Inc. were spun off to Lingo Management, LLC, which is a wholly owned subsidiary of Lingo Communications, LLC; and

WHEREAS, each FLBE listed in each row of Column B of Exhibit A changed its legal name and wishes to reflect its name change as set forth in Column C of the same row of Exhibit A, as applicable (“Fusion’s New Legal Name” or “FNLN”) in each of the Agreements listed in each row of Exhibit A; 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, along with Exhibit A attached hereto, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. Each of the Agreements listed in each row of Exhibit A is hereby amended to reflect the applicable name change from the FLBE shown in each row of Column B of Exhibit A to the FNLN as shown in Column C of same row of Exhibit A.
3. For each account previously billed to a specific FLBE, AT&T shall reflect that name change from the applicable FLBE to the applicable FNLN only for the main billing account (header card). AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, the applicable FNLN affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by the applicable FLBE with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Upon execution of this Amendment by the Parties, each FLBE shall operate with AT&T under the applicable FNLN for those accounts. Such operation shall include, by way of example only, submitting orders under the applicable FNLN, and may include labeling (including re-labeling) equipment and facilities with the applicable FNLN. Any change in a FLBE name including a change in the “d/b/a”, or due to assignment or transfer of this Agreement wherein only the FLBE’s name is changing, and no FLBE Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a name change (“Name Change”) under this Section. For any Name Change and if requested by AT&T, the applicable FNLN is responsible for (a) providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required; and (b) for any future Name Change, FNLN must submit the appropriate service request to AT&T-21STATE to update all applicable billing accounts (BANs). Subject to the Term Sheet, each Fusion entity associated with a FNLN under the ICAs listed in Exhibit A is responsible for the applicable processing/administration and nonrecurring charges for each service request, if applicable. Should any Fusion entity associated with a FNLN under the ICAs listed in Exhibit A desire to change its name on individual circuits and/or End User records, the FNLN must submit the appropriate service request(s) to AT&T-21STATE to update the FNLN on individual circuits and/or End User records, and such FNLN is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. The Notices Section from the Agreements are replaced with the notices language below. References to CLEC below shall be to the applicable FNLN listed in Column C of Exhibit A for each of the Agreements listed in each row of Exhibit A.

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	James P. Prenetta, Jr. Executive Vice President and General Counsel
STREET ADDRESS	210 Interstate North Parkway, Suite 300
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	212-201-2425
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Jprenetta@fusionconnect.com
With a copy to:	
NAME/TITLE	Pamela L. Hintz Vice President of Regulatory Compliance
STREET ADDRESS	210 Interstate North Parkway, Suite 300
CITY, STATE, ZIP CODE	Atlanta, GA 30339
PHONE NUMBER*	978-848-2055
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	pamela.hintz@fusionconnect.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. CLEC may change and/or add to the OCN and/or ACNA information in its CLEC Profiles and in doing so, CLEC shall also update its CLEC Profiles 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 the CLEC Profile changes have been fully implemented.
- N.6.2 For a period of not more than one hundred and twenty (120) days after the date of last signature to this Amendment, CLEC may be able to place orders for certain services from AT&T without having properly updated its existing CLEC Profiles. Thereafter, AT&T may at any time at its discretion eliminate such functionality without additional notice. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities may cease until CLEC has updated its CLEC Profile and AT&T has had time to validate and implement the CLEC Profile changes, usually within thirty (30) days of CLEC notifying AT&T that it had completed such updates.
- N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
6. Other than the Chapter 11 case referenced above in the recitals, in the event that a voluntary or involuntary petition is filed by or against CLEC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding shall be known as an "Insolvency Proceeding"), then: (a) all rights of AT&T under such laws, including, without limitation, all rights of AT&T under 11 U.S.C. § 366, shall be preserved, and CLEC's assumption of this Agreement shall in no way impair such rights of AT&T; and (b) all rights of CLEC resulting from CLEC's assumption of this Agreement shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to AT&T pursuant to 11 U.S.C. § 366. All monetary obligations of the parties to one another under CLEC's Agreement(s) shall remain in full force and effect unless otherwise negotiated and shall constitute monetary obligations of the parties under this Agreement. In the event that this Agreement is assumed pursuant to 11 U.S.C. § 365 or any other similar law in an Insolvency Proceeding, such monetary obligations shall be cured as part of such assumption unless otherwise agreed and memorialized by CLEC and AT&T in writing.
7. This Amendment shall be deemed to revise the terms and provisions of each of the Agreements 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 any of the Agreements (including all incorporated or accompanying Appendices, Addenda, and Exhibits to a particular Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in a particular Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying each of the Agreements (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 any of the Agreements or which may be the subject of further review).
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreements, but rather, shall be coterminous with such Agreements.
10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
11. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.
12. This Amendment shall be filed with the applicable state Commission and effective as follows: For Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, this Amendment is effective upon filing. For Ohio: Based on

the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

EXHIBIT A

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA;	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG ENC TTU UID	2828, 1897, 169C, 5409,	168C, 624A, 2720, 2828	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7700, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	7/1/2008
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Birch Communications, Inc. d/b/a Birch Communications	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG ENC	372F, 969A	674C, 283D, 3244	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775. 4147,	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	1/21/2009
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Cbeyond Communications, LLC	Fusion Communications, LLC	AXJ, IOX, VLK, BYG, NIK, SUU, UID, ENC	206C, 580F, 4961, 5370, 9222	3621, 5370, 4961	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 7012, 4147, 4363	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	1/19/2008
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, ENC, SUU, TTU, UID	2721, 1898, 206A, 4198, 5128, 018A, 0657, 152D, 155B, 177E, 3135, 3872, 2720	7011, 9353, 170C, 5741, 610E, 5739, 6236, 8368, 2720, 4198	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775,4147 7012, 7700, 1604	5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	5/26/2010

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Cbeyond Communications, LLC	Fusion Communications, LLC (d/b/a Fusion Communications Services, LLC)	BYG	700E		176J	5954	Interconnection Agreement	6/27/2007
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, ENC, TTU, UID	1986, 2720, 4361, 053H, 144H, 5348, 817A	055G, 817A, 1768, 171C, 4361	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104 7700	5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/8/2008
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Cbeyond Communications, LLC	Fusion Communications Services, LLC	BYG	1769		176J	5954	Interconnection Agreement	1/9/2007
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company d/b/a AT&T ILLINOIS)	Cbeyond Communications, LLC	Fusion Communications, LLC	AXJ, IOX, VLK, BYG, ENC, UID	2491, 4327, 590E	950C	7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104, 176J	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/18/2004
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, UID, ENC	1899, 3136	673C, 3241	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	6/7/2007
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Birch Telecom of Kansas, Inc.	Fusion Telecom of Kansas, LLC	AXJ, IOX, VLK, BYG, UID, ENC	4186, 4910, 4911, 9238, 8856, 0840	379G, 984A, 675C, 8856, 4186	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0859	Interconnection Agreement	1/25/2006
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG,	2722, 0393, 7514,	1940, 9289, 172C, 5743, 252A, 626A, 9360, 2720	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G,	5954, 5530, 5957, 5533,	Interconnection Agreement	6/27/2008

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
			UID, SEQ, ENC, TTU,	3133, 1940		384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147, 7700	0678, 0679, 0859		
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	0947, 1738, 3133, 1940	173C, 5015, 572A, 9316, 9567	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 6104, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	9/11/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Cbeyond Communications, LLC	Fusion Communications, LLC	AXJ, IOX, VLK, BYG, UID, ENC	288E, 2211, 4328, 9352, 9106, 562D	4328, 671C	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104, 7729	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	11/9/2006
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Birch Telecom of Missouri, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG UID, ENC	1428, 4736, 8665, 034H, 9335, 215D	916F, 8665	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/12/2005
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	5174, 3731, 5317, 2720	5744, 3239, 6236, 9292, 9337, 5317, 2720	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 8860, 6104, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/22/2008
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK,	137H	253A, 3238, 515B	7039, 7611, 8860, 7096, 176J, 7617,	5954, 5530, 5957,	Interconnection Agreement	4/14/2014

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
			BYG, ENC			165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147	5533, 0678, 0679, 0859		
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Birch Communications Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	3758, 2435, 3137, 2720	175C, 5745, 577A, 9317, 9354, 3137, 3758	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/8/2008
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	2212, 230F, 159D, 4329	672C, 007A	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/9/2007
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Birch Telecom of Oklahoma, Inc.	Fusion Cloud Services, LLC (d/b/a Fusion Cloud Services of Oklahoma, LLC)	AXJ, IOX, VLK, BYG, UID, ENC	4833, 3642, 9223, 9575	921A, 3237	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/24/2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, TTU, UID	2441, 3094, 5369, 9318	8067, 174C, 5746, 5369, 3094	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7700, 4147, 6104	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	7/16/2008
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Birch Communications, Inc.	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, TTU, UID	3290, 5390	476C, 5859, 5390, 579A, 3290, 1739	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F,	5954, 5530, 5957, 5533, 0678,	Interconnection Agreement	7/14/2008

AT&T ILEC Entity Name ("AT&T")	Fusion's Legacy Birch Entity ("FLBE")	Fusion's New Legal Name ("FNLN")	Fusion ACNA	Fusion CLEC OCN	Fusion ULEC/UNEP OCN	Fusion Resale OCN	CIC Code	Contract Type	Approved Date
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H	Col. I	Col. J
			ENC, UID			7096, 307G, 7276, 7775, 7700, 6104, 4147	0679 0859		
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Birch Telecom of Texas Ltd., L.L.P.	Fusion Telecom of Texas, Ltd., LLP	AXJ, IOX, VLK, UID, ENC, NIK	4330, 4833, 9473, 3750, 4737, 8861, 9221, 4911	6239, 496A, 9589, 3750, 4737, 4364	7039, 7611, 8860, 7096, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 7617, 6104, 7729, 4147	5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/29/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Cbeyond Communications, LLC	Fusion Communications, LLC (d/b/a Fusion Communications Services, LLC)	BYG	2152		176J	5954	Interconnection Agreement	8/29/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Birch Communications, Inc. (n/k/a Fusion Cloud Services, LLC)	Fusion Cloud Services, LLC	AXJ, IOX, VLK, BYG, ENC, UID	1747, 247D, 3246, 5240	247D, 5240, 3246	7039, 7611, 8860, 7096, 176J, 7617, 165J, 343G, 384G, 581F, 7096, 307G, 7276, 7775, 4147, 7617, 6104, 7729	5954, 5530, 5957, 5533, 0678, 0679, 0859	Interconnection Agreement	8/6/2007