

SBC Companies

Focal Communications Corporation of Michigan filed a letter requesting an adoption under Section 251/252 of the FTA96 of the Interconnection Agreement between Ameritech and Coast to Coast Telecommunications, Inc.

The attached agreement will be filed with the Commission for approval and will terminate on the same date as the underlying document. The following information is specific to the new agreement:

Effective date of Agreement: November 27, 2000
Termination date of Agreement: September 18, 2003
Notice Information (paragraph #): 29.10

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as agent for Ameritech ~~Ohio~~ Michigan**

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Date: DEC 18 2000

AEEN/OCN# 4088

Since this Agreement is an adoption of an existing approved Interconnection Agreement, The term "Effective Date" throughout the Agreement (excluding the title page and Preamble) shall mean November 27, 2000. The change in "Effective Date" within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement.

This Agreement is the result of Requesting Carrier's adoption of the terms and conditions of that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated September 18, 2000 by and between Ameritech Michigan and Coast to Coast Telecommunications, Inc.

(the "Coast Agreement"). This Agreement does not represent a voluntary or negotiated agreement under Section 252 of the Act but instead merely represents Ameritech's compliance with what Requesting Carrier maintains is its rights under Section 252(i) of the Act. Filing and performance by Ameritech of this Agreement does not in any way constitute a waiver by Ameritech of its position of the illegality or unreasonableness of any rates, terms, or conditions set forth in this Agreement, nor does it constitute a waiver by Ameritech of any rights and remedies it may have to seek review of this Agreement or the Coast Agreement, or seek review in any way of any provisions included in this Agreement as a result of Requesting Carrier's election under Section 252(i) of the Act. The Parties acknowledge that in no event shall any of the rates, terms, and conditions set forth in this Agreement apply to any products or services purchased by Requesting Carrier prior to the later of (i) the date the Commission approves this Agreement under Section 252(e)(4) of Act, and (ii) absent such Commission approval, the date this Agreement is deemed approved under Section 252(e) of the Act.

Neither Ameritech nor Requesting Carrier's execution of this Agreement and compliance with the terms and conditions of this Agreement shall be construed as or is intended to be a concession or admission by either Party that any provision in this Agreement or the Coast Agreement complies with the rights and duties imposed by the Act, a decision by the FCC or the Commission, a decision of the courts, or other Applicable Law, and both Ameritech and Requesting Carrier specifically reserves their respective full rights to assert and pursue claims arising from or related to this Agreement. Ameritech further contends that certain provision of this Agreement, including, without limitation, Sections 9.1.2 and 9.2 are inconsistent with Ameritech's rights under the Act as interpreted by the United States Supreme Court in AT&T Corp v. Iowa Utilities Board. 119 S. Ct. 721 (1999). Ameritech reserves its rights, notwithstanding anything to the contrary in this Agreement, to exercise its rights as described in the Footnote of Section 9.2 of this Agreement, and Section 29.3 of this Agreement, and/or to seek appropriate legal and/or equitable relief.

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

Dated as of September 18, 2000

by and between

AMERITECH MICHIGAN,
By SBC TELECOMMUNICATIONS, INC.
its authorized agent

and

COAST TO COAST TELECOMMUNICATIONS, INC.

"DW #269787

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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 18th day of September, 2000 (the "**Effective Date**"), by and between Ameritech Michigan, a Michigan corporation with offices at 444 Michigan Avenue, Detroit, MI 48226, by SBC Telecommunications, Inc., its authorized agent ("**Ameritech**") and Coast To Coast Telecommunications, Inc., a Michigan corporation, with offices at 5850 Dixie Highway, Clarkston, MI 48346 ("**Coast**").

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. Coast has 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 have Interconnected their telecommunications networks and facilities to comply with the Act, and exchanged traffic so that their respective Customers may communicate with each other over, between and through such networks and facilities.

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, Coast 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, Coast or other third party offerings, guides or practices), statute, regulation, rule or tariff is a reference 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 Coast 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 Coast for certain services or access to an unbundled Network Element that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth on **Schedule 2.2**.

2.3 Technical References.

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

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

3.2 Interconnection Points and Methods, and Interconnection Activation Dates.

3.2.1 In each LATA identified on **Schedule 2.1**, Coast and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and Coast 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©(2) of the Act. Coast's point of Interconnection must be in an Ameritech local service area in the LATA in which Coast 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. Ameritech may interconnect by bringing facilities to Coast; Coast may interconnect with Ameritech by bringing facilities to Ameritech.

3.2.3 If Coast elects Collocation as an Interconnection method, or elects a network architecture that requires Ameritech to Interconnect with Coast's facilities via Collocation, then Coast must not less than one hundred fifty (150) days in advance notify Ameritech whether Coast wishes Ameritech to Interconnect pursuant to **subsection (a)** or **(b)** below.

- (a) Coast shall (i) provide the transport (whether through leased or owned facilities) of Ameritech's traffic from the point of Interconnection to Coast's Central Office, (ii) not charge Ameritech for such transport and

(iii) provide Ameritech with capacity to meet Ameritech's forecasted needs. If Coast does provide Ameritech transport as provided in this **subsection (a)** but then either requests Ameritech to utilize its own facilities or does not provide Ameritech capacity to meet Ameritech's forecasted needs, then Coast shall (x) provide Ameritech not less than two hundred (200) days' notice prior to the date Ameritech must provide its own facilities for new trunks, (y) compensate Ameritech for the costs incurred by Ameritech to rearrange its network and (z) provide Ameritech Collocation as provided in **subsection (b)** below.

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

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

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

3.2.6 Coast shall order all trunks and facilities used to establish Interconnection, trunking (for both the Local/IntraLATA Trunks and Exchange 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.

3.3 Joint Fiber-Meet.

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

3.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor ("**OLTM**") equipment in the AICO identified

for each LATA set forth on **Schedule 2.1** in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by **Articles IV** and **V**.

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

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

3.3.5 Coast 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 Coast, Coast will allow Ameritech access to the Joint Fiber-Meet entry point for maintenance purposes as promptly as possible after Coast's receipt of such request.

3.3.6 Coast shall pull the fiber optic strands from Coast-designated manhole/entry-way into the RICO and through appropriate internal conduits Coast utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLTM equipment Coast 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 Coast 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 Joint Fiber-Meet arrangements, each Party will be responsible for (I) providing its own portion of the transport facilities to the Joint Fiber-Meet in accordance with the Implementation Plan and (ii) the cost to build-out its portion of the facilities to such Joint Fiber-Meet.

3.3.10 Each Party shall provide its own, unique source for the synchronized timing of its OLT 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 OLT 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 Coast determines to offer Telephone Exchange Service within Ameritech's service areas that require additional points of Interconnection, Coast shall provide written notice to Ameritech of its desire 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) Coast's requested RICO(s) and AICO(s) (including address and CLLI Code); (ii) Coast's requested Interconnection Activation Date; and (iii) a non-binding forecast of Coast's trunking and facilities requirements.

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

3.5 Additional Switches.

3.5.1 If Coast deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices in such LATA, Coast 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 either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate physical facilities and Logical Trunk Group connections and the 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 Section 3.4.3 shall apply.

3.6 Nondiscriminatory Interconnection.

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

3.7 Network Management.

3.7.1 Coast and Ameritech shall work cooperatively to install and maintain a reliable network. Coast 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 Coast and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.8 [Reserved].

3.9 9-1-1 Service.

3.9.1 Ameritech shall provide 9-1-1 Service to Coast as described in this **Section 3.9** in each Rate Center in which (i) Coast 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) Coast shall interconnect with each Ameritech 9-1-1 Selective Router that serves the areas in which Coast 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”). Coast will establish such interconnection by (i) providing itself, or leasing from a third-party (including Ameritech), the necessary DS1 facilities and trunk groups between Coast’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, Coast 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 Coast's originating 9-1-1 calls to the designated primary PSAP or to designated alternate PSAPs. Ameritech and Coast will coordinate the provision of transport capacity sufficient to route originating 9-1-1 calls from Coast'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 Coast leases facilities from Ameritech, standard tariff rates shall apply.

- (b) If Coast forwards the ANI information of the calling party to the Ameritech 9-1-1 Selective Router and Coast 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 Coast, Ameritech will display a Central Office identification code for display at the PSAP.
- (c) If Coast requests facilities-routed diversity for 9-1-1 interconnection, Ameritech shall provide such diversity to Coast and Coast shall pay charges for Diverse Routes at tariffed DS1 rates. Coast 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 Coast'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, Coast and Ameritech will cooperate to promptly test all trunks and facilities between Coast's network and the Ameritech 9-1-1 Selective Router to assure proper functioning of the 9-1-1 Service; provided, that Coast 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 Coast, in mechanized format, an address and routing file (ARF) that provides the information required for Coast Customer 9-1-1 record processing and delivery of calls to the appropriate Ameritech 9-1-1 Selective Router(s). After Coast's initial request for the ARF, Ameritech shall provide Coast an updated ARF on a monthly basis. At the request of Coast, 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 Coast Customer information. Access coordination will include:
 - (1) Coast is to supply Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates via the NENA-2 electronic format. This information shall be delivered to the Ameritech 911 gateway via (i) electronic commerce network, (ii) TCP/IP, (iii) System Network architecture, (iv) information exchange, or (v) third party database entry service. 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 Coast Customer’s access line; and
 - (4) Providing Coast with reference data required to ensure that Coast’s Customer will be routed to the correct 9-1-1 Selective Router when originating a 9-1-1 call.

If Coast 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 Coast 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 Coast is able to furnish such updates electronically to Ameritech; and

- (f) Coast 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. Coast shall include its company identification, as registered with NENA, on all records provided to Ameritech. Coast 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. Coast shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in ALI data updates caused by Coast 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 Coast 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. Coast may request that an NXX shall reside in more than one 9-1-1 Selective Router; provided that Coast 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 Coast 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 Coast all order number(s) and circuit identification code(s) in advance of the service due date.
- (j) Coast will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. Coast 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) Coast 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) Coast 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. Coast shall provide the foregoing information in the format prescribed by Ameritech, both initially and on an ongoing basis.
- (m) If Coast provides local exchange Telecommunications Services to its Customers through a means other than Resale Services, Coast 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 Coast 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, Coast 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 Coast's facilities relating to errors, defects or malfunctions in the 9-1-1 Service. The Parties acknowledge and agree that Coast, and not Ameritech, shall be responsible to conduct such operational tests as Coast 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 Coast delivers to Ameritech. Coast is responsible for maintaining the accuracy and content of that data as delivered; and
- (b) Ameritech's liability and potential damages, if any, for an act or omission that constitutes a criminal act or gross negligence or willful and wanton misconduct, is not limited by any provision of this Agreement. Ameritech shall not be liable to Coast, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Ameritech has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Coast until service is restored.
- (c) Coast's liability and potential damages, if any, for an act or omission that constitutes a criminal act or gross negligence or willful and wanton misconduct, is not limited by any provision of this Agreement. In the event Coast provides E911 Service to Ameritech, Coast shall not be liable to Ameritech its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Coast has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Ameritech until service is restored.

- (d) Coast agrees to release, indemnify, defend and hold harmless Ameritech from any and all Loss arising out of Ameritech's provision of E911 Service hereunder or out of Coast's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Coast, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Coast, its End Users or others to the extent Coast committed the act or omission proximately causing the Loss
- (e) Coast also agrees to release, indemnify, defend and hold harmless Ameritech from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, to the extent Coast committed the act or omission proximately causing the Loss.

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

4.1 Scope of Traffic.

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

4.2 Limitations.

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

4.3 Trunk Group Architecture and Traffic Routing.

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

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

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

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

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

4.3.5 Coast will obtain unassigned NXX codes from Lockheed Martin or other Authorized Agent, under the Inter-Carrier Compatibility Forum ("**ICCF**") developed by CO-Code Assignment Guidelines.

4.3.6 Coast will obtain a Common Language Location Identifier ("**CLLI**") code for its End Office Switch, to be integrated into the public network from Telecordia or a company certified by Telecordia to perform this function. The code must be listed in the LERG.

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

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

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

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

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

4.4 Signaling.

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

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

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

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

4.5 Grades of Service.

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups

consistent with the Plan.

4.6 Measurement and Billing.

4.6.1 For billing purposes, each Party shall pass CPN associated with that Party's originating switch on calls that originate on its network over the Local/IntraLATA Trunks; provided that all calls that originate on a Party's network and are exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be revised every three (3) months. If the percentage of calls that passed CPN is less than 90% and the calls are originated by the interconnection carrier, then all calls passed without can/will be billed at intraLATA switched access rates. Transit traffic as defined in Section 7.3 will be routed over the IntraLATA Toll trunk group.

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

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

Compensation for the transport and termination of Local Traffic and IntraLATA Toll Traffic shall be pursuant to this Section 4.7. The Parties agree to abide by the Commission's order in Case No. U-11502, et al and the Order of Mandamus issued by the Ingham County Circuit Court. Coast is a CLEC and is entitled to the benefit of such orders until such orders are stayed or reversed by a court with jurisdiction to do so.

4.7.1 The originating Party shall compensate the terminating Party for the transport and termination of Local Traffic for the function(s) provided by that terminating Party using rate elements A, B, C, or D, provided at item II of the Pricing Schedule. Jurisdiction of the Michigan Public Service Commission ("MPSC") over local calls. The parties agree that the determination concerning what types of calls originating from each respective party's network within the state of Michigan are local calls is within the exclusive jurisdiction of the MPSC.

4.7.2 Local calls terminating to lines that ring to modems in turn connected to ISP Servers are local calls for which reciprocal compensation is due and payable. The parties agree that calls originating on one party's network made to another telephone number defined in Ameritech's local calling area as described in maps, tariff, or rule schedules filed with and approved by the Commission as of the date of this agreement, or that is identified in the Local Exchange Routing Guide (LERG) as within the same local zone, that is served by the other party's network, is a local call subject to payment of reciprocal compensation as set forth in this agreement; regardless of the intent of the caller, whether the call eventually terminates on the server of an Internet Service Provider, is classified as voice, data, fax, video, or any other enhanced service; and, regardless of the physical location of the enhanced service equipment;

and, regardless of the actual physical route of the call between switches serving the relevant two telephone numbers.

4.7.3 Each Party shall pass the Calling Party Number (CPN) information on each call carried over the Local Trunks. The terminating party is not obligated to provide the originating party with the Originating Local Route Number (LRN) for calls originated from a ported number, or whether the trunk group which the call was terminated to is also used for Local/intraLATA toll traffic or for IXC/meet-point billing traffic, or any Carrier Identification Code (CIC) information that would be transmitted on interexchange traffic calls delivered to the terminating party from an IXC via the Ameritech Tandem. Ameritech shall have the duty to send only local traffic to Coast over the Direct tandem trunks set up for transmission of local calls to the Coast network. Ameritech shall have the duty to check a ported number for its LRN and to make sure that the number is local to the Coast number before sending it over such local trunks. Ameritech shall have the duty to transmit an identifier code, readable by Coast for all cooper loops that are used by another carrier as a UNE, that are still attached to Ameritech's local switch that also uses Ameritech's local switch as a UNE, that identifies that carrier as the owner of the UNE and therefore the proper billing party. If it fails to do so, Ameritech shall be strictly liable for all calls for which it fails to do so. Ameritech shall have the option to set up separate trunk groups, at its sole and exclusive expense, for the exclusive use and purpose of transmitting such UNE traffic to separate another CLEC's UNE local calling traffic from traffic properly to be billed to Ameritech. However, if Ameritech does so and fails to tag each with such identifier code so that Coast can bill the proper party, Ameritech shall be strictly liable for all calls for which it fails to do so.

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

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

5.1 Scope of Traffic.

Only when an IXC is using an Ameritech tandem to deliver traffic to Coast, **Article V** prescribes parameters for certain facilities and trunk groups to be established over the Interconnections specified in **Article III** for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between Coast Telephone Exchange Service Customers and Interexchange Carriers (the "**Exchange 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 two-way **Exchange** 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 Coast's Customers.

5.2.2 **Exchange** Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access, nontranslated 800 and 976 traffic to allow Coast'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 **Exchange** Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that Coast 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 Coast a Carrier Identification Code of 110 to identify the IntraLATA call as toll free call. Coast shall generate and send Ameritech on a daily basis an 010125 access record. In return, Ameritech will send Coast on a daily basis an 110125 access record for billing the query function according to Coast's tariff. This information should be included on the summary record (010125) sent to Ameritech by Coast. If utilizing Ameritech's database to perform the query function, Ameritech will bill Coast (or the Initial Billing Company (as defined in the MECAB)) for the query charges at Ameritech's tarified 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 Coast 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.

6.1.5 Neither party shall claim at any time that a breach of this Article VI allows it to withhold payment it otherwise would give for reciprocal compensation or resale invoices.

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 Coast shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records), via electronic data transfer using the EMR format, with magnetic tape as the alternative medium when electronic data transfer is unavailable until such time as the ability to provide the required data by use of a CD ROM becomes available, at which time, the CD ROM format shall be the alternative medium when electronic data transfer is unavailable.

6.2.3 Ameritech shall provide to Coast, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) no later than fourteen (14) days from the usage recording date via electronic data transfer (e.g., network data mover), using EMR format. Magnetic tape will be the alternative medium when electronic data transfer is unavailable. Ameritech and Coast 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 Coast and Switched Access Detail Usage Data is not submitted to Coast 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 Coast is delayed in billing IXC, late payment charges will be payable by Ameritech to Coast. 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 Coast 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 Coast, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

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

6.4 Payment.

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

6.5 Limitation of Liability Applicable to Meet-Point Billing Arrangements.

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

ARTICLE VII TELECOMMUNICATIONS CARRIER (TC) SERVICES

7.1 Ancillary Services Traffic.

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

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

7.1.3 Upon receipt of a request by Coast 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 Coast as Ameritech provides such blocking services to its own retail Customers, to the extent permitted under Applicable Law. If Coast utilizes its own or a third party switch, Coast must establish blocking for Ancillary Services Traffic.

7.1.4 Coast 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 Coast 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 Coast 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 Coast Transit Service as provided in this **Section 7.3**.

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

7.3.4 The Parties agree that interconnection arrangements with Transit Counter-Parties to deliver Terminating Transit Traffic are not currently in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the date on which Coast enters into an arrangement with such Transit Counter-Party to deliver Termination Transit Traffic to Coast and (ii) the date Transit Traffic volumes originated by Coast exceed the volumes specified in **Section 7.3.5**, Ameritech will provide Coast with Transit Service. Coast 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 originated by Coast and transited to a Transit Counter-Party at any time equals or exceeds 500,000 minutes of use per month over two (2) consecutive months, the Implementation Team will develop a migration plan for Coast to Interconnect directly with such Transit Counter-Party within sixty (60) days of the end of the second consecutive month.

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

7.3.7 Coast 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 Coast shall compensate Ameritech for Transit Service as follows:

- (a) For Local Traffic and IntraLATA Toll Traffic originating from Coast that is delivered over the Transit Service (“Originating Transit Traffic”), Coast 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 Coast 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 Coast (“Other Party Transit Agreement”), then Ameritech shall deliver such Terminating Transit Traffic to Coast and such third party LEC or CMRS provider (and not Coast) 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 Coast. Upon receipt of verifiable Primary Toll records, Ameritech shall reimburse Coast at Coast’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. Ameritech shall provide to Coast such information or documents as may be necessary to permit Coast to identify those independent carriers operating in LATA 340 and OCN’s for those independents for whom Ameritech is the PTC.

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 Coast 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.

7.4 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. Coast 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). Coast 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. Coast may choose the 800 Carrier Identification Service to obtain toll-free number screening. With this service, Coast 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.

Coast's SS7 network is used to transport the query from its End Office to the Ameritech SCP. Once Coast's identification is provided, Coast 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 Coast. The toll-free carrier ID data may not be stored for Coast's future use. Coast 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. Coast, 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 Coast does not select NAS, Coast will perform the Responsible Organization service. Coast 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 Coast 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. Coast 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, Coast has an N-1 (Network minus 1) responsibility to perform a LRN lookup on calls terminating to NPA-NXXs selected for Number Portability. If Coast 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, Coast 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 Coast 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 Coast's request, Ameritech will provide manual and automated OS and DA services to Coast. 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 Coast 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 Coast is responsible for delivering its OS and DA traffic to Ameritech's TOPS switch. Specifically, Coast 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 Coast 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 Coast deliver its OS or DA traffic to the TOPS switch most closely located to Coast's NPA/exchange originating the call.

7.7.4 Coast 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 Coast to the extent necessary.

7.7.5 Coast 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. Coast will locate, construct and maintain its facilities to afford reasonable protection against hazard and interference.

7.7.6 Coast 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**. Coast 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 Coast 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.

Coast 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. Coast 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 Coast's Customers. Coast shall provide Ameritech the wording of the announcement.

7.7.8 Coast 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 Coast under this Agreement will be maintained by Ameritech only for purposes of providing DA information to Coast Customers, and will not be disclosed to third parties. This section does not prohibit Ameritech and Coast 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 Coast with call detail information so that Coast can rate and bill the call. This information excludes rating and invoicing of Customers.

7.7.10 Ameritech will bill Coast 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 3.9**.

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 Coast access to Ameritech's Network Elements on an unbundled basis at any technically feasible point mutually agreed by the Parties in accordance with the terms and conditions of this **Article IX** and the requirements of the Act. Ameritech shall provide Coast 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 Coast to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

9.1.2 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 Coast, 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, Coast 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 referenced in **Section 29.19**.

9.2 Network Elements.

At the request of Coast, Ameritech shall provide Coast 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 Unbundled Network Interface Devices, as more fully described in **Schedule 9.2.2**;

9.2.3 Unbundled Local Switching ULS as more fully described in **Schedule 9.2.3**;

9.2.3A Unbundled Local Switching with Interim Shared Transport (ULS-IST) as more fully described in **Schedule 9.2.3A**;

9.2.4 Interoffice Transmission Facilities, as more fully described on **Schedule 9.2.4**;

9.2.5 Signaling and Call-Related Database as more fully described in **Schedule 9.2.5**;

9.2.6 Operations Support Systems (“OSS”) Functions, to be used in conjunction with other Network Elements, as more fully described in **Schedule 9.2.6**; and

9.2.7 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 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 27.4** of this Agreement.

9.3 Coast’s Combination of Network Elements.

9.3.1 Ameritech shall provide Coast access to Network Elements via Collocation in a manner that shall allow Coast to combine such Network Elements to provide a Telecommunications Service. Ameritech shall provide Coast with access to all features and capabilities of each individual Network Element that Coast combines in the same manner and subject to the same technical and interface requirements that Ameritech provides when such Network Elements are provided to Coast on an individual basis.

9.3.2 Coast, and not Ameritech, is responsible for performing the functions necessary to combine the unbundled Network Elements it requests from Ameritech. Coast 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 Coast 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 Coast 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 Coast, 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 Coast's forecasted volumes and subject to the terms and conditions of **Section 19.5**, Ameritech shall provide Coast 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 Coast, and Coast shall access, unbundled Network Elements as set forth on **Schedule 9.5**.

9.5.2 Ameritech shall provide Coast access to, and Coast shall use, subject to **Section 10.13.2(b)**, all available functionalities of Ameritech's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements that Coast purchases hereunder.

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

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

9.5.5 When Ameritech receives an order for access to an unbundled Network Element or Elements from Coast for the provision of local exchange Telecommunications Services for Coast'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 Coast to resolve any issues related to that Customer. Coast 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 Coast 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 Coast 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 Coast 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 Carrier’s (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 Coast 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 Coast requests and Ameritech agrees to provide services in excess of or not otherwise contemplated by this Agreement, Coast shall pay Ameritech for any additional charges to perform such services. In addition, Ameritech will provide Coast conditioning of xDSL Loop(s) at the uniform interim rates and on the terms and conditions set forth in Paragraph 21 of the FCC Conditions for the period specified therein, the rates, terms and conditions of which are incorporated herein by this reference.

9.8 Billing.

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

9.9.3 Coast 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.

9.10 [Reserved].

9.11 Promotional UNE Platform.

Ameritech will provide Coast with certain promotional end-to-end combination of UNE's ("Promotional UNE platform") in accordance with Section 2 of **Schedule 9.2.3A**.

**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 Coast and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to Coast for resale at wholesale rates those Telecommunications Services that Ameritech was offering to the retail subscriber on January 1, 1996 and to whom it provides at retail to subscribers who are not Telecommunications Carriers, as required by Section 251(c)(4) of the Act (the "**Resale Services**"), Subject to **Section 10.3**. The Resale Services available to Coast 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 Coast and subject to the terms, conditions and limitations set forth in this Agreement, Ameritech shall make available Contract Services to Coast for resale if (i) the retail Customer contract permits such assignment and (ii) Coast 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, Coast agrees to assume all responsibilities under such contract including any termination liability. Contract Services shall be made available to Coast at a discount off the retail rates for such Contract Services as prescribed by the Commission. 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).

- (a) Ameritech shall not prohibit the assignment or assumability of its Contract Services or include any such limiting language in its contract with its end users who are not telephone service providers.
- (b) If within ten (10) business days following request, Ameritech cannot provide a valid executed copy of the requested agreement, such contract shall be deemed to be null and void, and non-existent.

10.2 Other Services.

Ameritech may, at its sole discretion, make available to Coast 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 Coast 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 Coast 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 Coast as its primary Local Exchange Carrier. Grandfathered Services shall be made available to Coast at a discount off the retail rates for such Grandfathered Services

at the Commission ordered 18.15% discount for any service grandfathered after January 1, 1996, but at a discount of 3.42% for all services grandfathered prior to January 1, 1996.

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 Coast for resale to Coast’s Customers who are subscribers to the Sunsetted Service either from Ameritech or Coast 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 Coast on the same basis (including the availability of features and facilities) as offered by Ameritech to itself or to any subsidiary, Affiliate, or indirectly through any authorized dealer or distributor, or to 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, Coast shall pay Ameritech 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, Coast 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 referenced in **Section 29.19**.

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, Coast 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 -- for example, the sale of Residential Exchange Service to business customers or the sale of Lifeline service to customers who do not meet the eligibility requirements.

10.5.2 Ameritech shall not be required to provide to Coast 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 Coast promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

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

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

10.5.6 Coast'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 and informational tariffs, and Ameritech's informational Internet site for Telecommunications Carriers.

10.5.7 Ameritech may impose additional restrictions on Coast'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 Coast of any changes in the terms and conditions under which Ameritech offers Resale Services, including the introduction of any new features, functions or services.

10.7 Operations Support Systems Functions.

Ameritech shall provide Coast nondiscriminatory access to, and Coast shall use, all available Operations Support Systems functions for the pre-ordering, ordering, provisioning, maintenance, repair and billing of Resale Services, subject to **Section 10.13.2(b)**.

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 Coast'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 [Reserved].

10.10 Branding.

10.10.1 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 as requested by Coast for Coast's Customers, unless Ameritech lacks the technical capability to comply with such rebranding request, as approved by the Commission.

10.10.2 Ameritech shall make available to Coast, upon Coast's request, the ability to route:

- (i) Local Directory Assistance calls dialed by Coast's Customers directly to Coast Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls (0+, 0-) dialed by Coast Customers directly to Coast Local Operator Services platform. Such traffic shall be routed over trunk groups between Ameritech End Offices and Coast 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 10.10.2** shall permit Coast Customers to dial the same telephone numbers for Coast Directory Assistance and Local Operator Service that similarly situated Ameritech Customers dial for reaching equivalent Ameritech services.

10.10.3 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.

10.10.4 Coast 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 Coast state or imply that there is any joint business association or any similar arrangement with Ameritech in the provision of Resale Service to Coast's Customers, except to the extent Coast deems it necessary to advise its Customers that Ameritech's personnel will perform work on behalf of Coast under this Agreement or that some facilities used in provisioning service are owned and maintained by Ameritech; provided, however, that Coast shall make no disparaging statements about Ameritech or its facilities, products or services.

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

10.10.6 Any **"no access"** cards and time and materials invoices furnished during service calls by Ameritech personnel to Coast Customers shall be available to Coast for review and shall be provided to Coast Customers in an unbranded form.

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

10.10.8 Coast 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**.

10.11 Primary Local Exchange and Interexchange Carrier Selections.

10.11.1 The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 and such other orders the Commission may adopt with respect to the selection of primary local exchange carriers and primary inter-exchange carriers.

10.11.2 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party, the following procedures shall apply:

- (a) If a Customer of either Party or a customer of another carrier denies authorizing a change in his or her PLEC selection to a different LEC (**"Unauthorized Switching"**), Ameritech shall switch that customer back to the authorized PLEC in accordance with the terms of **Schedule 10.11.2**. However, in the case of unauthorized changes of Coast Customers to Ameritech, Ameritech shall also have the duties enumerated on **Schedule 10.11.2** and will pay to Coast the Unauthorized Switching charge described on **Schedule 10.11.2**.
- (b) If Ameritech reports or otherwise provides information on unauthorized PLEC changes to the FCC, the Commission or any other governmental entity, Ameritech agrees to report on Coast unauthorized PLEC changes separately from unauthorized presubscribed interexchange carrier (**"PIC"**) changes.

10.11.3 When Ameritech receives an order for Resale Service from Coast for Coast's Customer, and Ameritech currently provides resale local exchange Telecommunications Services to another carrier (**"Carrier of Record"**) for the same Customer, 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 Coast to resolve any issues related to that Customer. Coast agrees to indemnify and hold Ameritech harmless against any and all Losses that may result from Ameritech acting under this **Section 10.11.3.**

10.11.4 When Ameritech is notified by Coast that a Coast Customer has changed its PIC from one IXC to another IXC, Ameritech shall provision the PIC-only change.

10.11.5

(a) From the Effective Date until thirty (30) Business Days after Coast makes the election described in **subsection (b)**, when Ameritech is notified through the Customer Access Record Exchange (CARE) system that a Coast Customer has changed its PIC from one IXC to another IXC, Ameritech shall provision the PIC-only change.

(b) Coast may also elect to have Ameritech reject all CARE-Initiated requests that Ameritech receives to change the PIC of Coast's Customer. Within thirty (30) Business Days after the Effective Date (the "**Election Period**"), Coast shall notify Ameritech in writing whether it elects this option, which option shall then apply to all Coast Resale Service orders received thirty (30) Business Days after Ameritech receives Coast's written notice of election. If Coast fails to make the election described in this **subsection (b)** within the Election Period, Ameritech shall provision CARE-Initiated PIC Changes under **subsection (a)**, and not under this **subsection (b)**.

10.12 Functionality Required To Support Resale Service.

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

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

10.12.3 9-1-1 Services. Ameritech shall provide to Coast, for Coast Customers, 9-1-1 call routing to the appropriate PSAP. Ameritech shall provide and validate Coast 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, Coast 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 Coast Customers shall be included by Ameritech on Coast's invoice and Coast agrees to pay Ameritech all such surcharges. Ameritech shall then be responsible for submitting to the applicable municipalities all surcharges collected from Coast.

10.12.4 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 Coast on the CSR made available to Ameritech for its Customers. For usage by a Coast Customer of a Telephone Relay Service, Ameritech will provide Coast with all billing information furnished to Ameritech by the provider of the Telephone Relay Service.

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

10.13 Service Functions.

10.13.1 Point of Contact for Coast Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, Coast shall be the primary point of contact for all Coast 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 Coast 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 Coast Customers.
- (c) Requests for Service Changes. When Ameritech provides installation on behalf of Coast, Ameritech's representatives shall instruct a Coast Customer to contact Coast if such Customer requests a service change at the time of installation.

10.13.2 Operations Support Systems Functions — Provisioning.

- (a) Provisioning EI for Pre-Ordering, Ordering and Provisioning. Subject to **Section 10.13.2(b)**, Ameritech shall provide access to, and Coast 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 Coast'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**. Any changes to the Provisioning EI will be made in accordance with change management requirements articulated in the FCC's order approving the SBC-Ameritech merger.
- (b) Pre-Ordering Functions. Coast 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 Coast after the Effective Date.

- (c) **Service Ordering and Provisioning.** Service Orders will be placed by Coast 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.**
- (d) **Status Reports.** After receipt and acceptance of a Service Order, Ameritech shall provide Coast with service status notices on an exception basis.
- (e) **Non-Interruption of Service.** Except pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of a Coast Customer's Resale Service, unless directed to do so by Coast by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's PLEC to a carrier other than Coast.

10.13.3 Operations Support Systems Functions — Maintenance.

- (a) **Electronic Interface for Maintenance and Repair.** Ameritech will provide access to, and Coast 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, Coast shall complete the same prescreening guidelines with its Customers that Ameritech utilizes with its Customers; copies of which shall be provided by Ameritech to Coast upon Coast's request.

10.14 Responsibilities of Coast.

10.14.1 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.

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

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

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

10.14.5 Coast 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.

10.15 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 ("**E9-1-1**") 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 Coast 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.

10.16 Exchange of Billing Information.

10.16.1 Ameritech shall provide Coast 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 Coast to bill its Customers for Resale Services provided by Ameritech. Ameritech will provide to Coast specifications in sufficient detail to enable Coast 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 10.16.2**, no other detailed billing shall be provided by Ameritech to Coast. Any changes will be made in accordance with change management requirements articulated in the FCC's order approving the SBC-Ameritech merger.

10.16.2 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 Coast. 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.

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

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

10.16.5 Ameritech shall bill Coast for Resale Services provided by Ameritech to Coast pursuant to the provisions of **Article XXVI**. Ameritech shall recognize Coast as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to Coast. The bill will include sufficient data to enable Coast 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.

10.17 Use of Service.

10.17.1 Coast, 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 Coast or, as appropriate, to Coast'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 10.17.1** shall apply only to the specific affected Resale Services.

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

10.17.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulations thereunder, Coast or Coast'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.

10.17.4 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.

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

10.17.6 The determination as to whether any local exchange Telecommunications Service provided by Coast 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 Coast's Customer.

10.18 Requests for Customary Proprietary Network Information.

The Parties will follow the procedures for requesting Customer Proprietary Network Information ("CPNI") as set forth in **Schedule 10.18**, and deliver to each other a representation of authorization in the form as set forth in **Schedule 10.18** 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.

ARTICLE XII COLLOCATION -- SECTION 251(C)(6)

12.1 Access to Collocation.

12.1.1 General. Ameritech shall provide Coast Physical Collocation on Ameritech's Premises of equipment necessary, or as mutually agreed by the parties or as provided by Ameritech to any other similarly situated carrier, 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 Coast 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 Coast by Ameritech on a nondiscriminatory basis that Ameritech provides to itself, its subsidiaries, Affiliates or other persons. The quality of design, performance, features, functions, maintenance and other characteristics of Collocation made available to Coast under this Agreement shall be provided on a nondiscriminatory basis to that which Ameritech provides to itself, its subsidiaries, its Affiliates or other persons.

12.2 Standard Collocation Offerings.

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

12.2.1 Ameritech Physical Collocation Service. Upon request, Ameritech shall provide Coast Ameritech Physical Collocation Service ("APCS") in any Unused Space. APCS is available in increments of fifty (50) square feet. Coast may install a transmission node enclosure itself or may request that Ameritech provide such enclosure. If Coast wishes to convert its APCS space to Shared Caged Collocation, such conversion shall be subject to (i) the terms and conditions of **Section 12.2.3** and (ii) subject to all applicable charges to modify the APCS space, as applicable, and any applicable charges to change Ameritech's records and databases to reflect such conversion to Shared Cage Collocation, subject to **Section 30.6**.

12.2.2 Cageless Physical Collocation. Upon request, Ameritech shall provide Coast Cageless Physical Collocation in any Unused Space. Ameritech's standard offering of Cageless Physical Collocation is available in increments of one (1) bay or single rack of equipment. Coast shall install its own bay(s) or racks(s). The rates set forth in this Agreement

correspond to the Collocation of a bay or rack with (i) dimensions seven (7) feet high, twenty-three (23) inches wide and one (1) foot deep (a **“Standard Bay or Rack”**) and (ii) surrounding standard access space requirements for minimum three (3) inch spacers between bays, aisles and common area for facility placement (with the Standard Bay, a **“Standard Bay or Rack Footprint”**). If Coast wishes to collocate a rack or bay with dimensions different than a Standard Bay or Rack or requests floor space greater than the Standard Bay or Rack Footprint, Coast shall request same via an NSCR (as defined in **Section 12.3**). Coast may, at its option and expense, provide a lockable enclosure for its bay(s) or rack(s) so long as such enclosure does not exceed the Standard Bay or Rack dimensions. For safety purposes, in no event shall any of Coast’s equipment protrude outside of its bay or rack. Coast shall have direct access to its Cageless Physical Collocation and Ameritech shall not require construction of a new and separate entrance to Coast’s Cageless Physical Collocation; provided, that the foregoing limitation shall not preclude Ameritech from assigning Coast Cageless Physical Collocation accessed by a separate entrance or door or constructing same so long as Coast has access to such space, subject to **Section 12.10.2**, twenty-four (24) hours a day, seven days a week (**“24 x 7”**) and such separate entrance does not delay Coast’s Collocation or increase the cost for Coast to Collocate (excluding any permitted recovery of costs, subject to **Section 30.6**, attributable to reasonable security measures necessary to protect Ameritech’s property). Ameritech may, at its option, take reasonable security measures to protect its own equipment and network, such as enclosing same with a partition or cage separating it from Cageless Physical Collocation, provided that such reasonable security measures do not delay Coast’s Collocation or increase the cost for Coast to Collocate (excluding any permitted recovery of costs, subject to **Section 30.6**). If there is not sufficient space for Ameritech to protect its equipment from Coast with a partition or cage, Ameritech may separate its equipment from Coast’s equipment by tape/paint on the floor or other markings that are not physical separations. In no event may Coast traverse such separation nor may Coast access Ameritech’s Main Distribution Frame, cross-connect frames or other equipment without Ameritech’s approval.

12.2.3 Shared Caged Physical Collocation.

- (a) Upon request, Ameritech shall provide Coast Shared Caged Collocation in any Unused Space. **“Shared Caged Collocation”** is caged Physical Collocation space shared by Coast and one or more competitive Local Exchange Carriers (**“CLEC”**) pursuant to terms and conditions agreed upon by such carriers. Coast may request that Ameritech provide Shared Caged Collocation via (i) a new request for Physical Collocation whereby the carrier requesting such space allocates the requested space among the number of carriers initially requesting such space (**“New Shared Collocation”**) or (ii) a request by Coast to enter into a sublease arrangement with another CLEC in Coast’s existing Physical Collocation (**“Subleased Shared Collocation”**). In each Shared Caged Collocation arrangement, Ameritech’s single point of contact with respect to such arrangement (other than billing of Preparation Charges as described in **subsection (b)** below) shall be referred to as the **“Primary Collocator”**. For New Shared Collocation, the Primary Collocator shall be the single

carrier that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the carrier that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this **Article XII**, each carrier (including Coast and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a **“Resident Collocator”**. An order for Shared Caged Collocation shall include blanket letters of authorization (A) signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and (B) 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.

- (b) New Shared Collocation is available in increments of fifty (50) square feet (per caged space dimensions, not per carrier). Resident Collocators shall request New Shared Collocation from Ameritech in a single application. A request and any subsequent order for New Shared Collocation shall be submitted by the Primary Collocator. Each request for New Shared Collocation shall identify each Resident Collocator. When making New Shared Collocation available, Ameritech shall (i) not, except as otherwise specifically required to accommodate a Resident Carrier’s specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating carrier and (ii) prorate the Preparation Charges incurred by Ameritech to construct the shared Collocation cage or condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total charges to make that space available and allocating that charge to each Resident Collocator based on instructions provided by the Primary Collocator; provided, that the percentage of total allocation divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and Ameritech shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, Ameritech 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. Any additional or extraordinary charges incurred to accommodate a Resident Collocator's specific instructions (e.g., unique power arrangements, cabling, etc.) will not be prorated but instead will be directly billed to the Primary Collocator. It is the Primary Collocator’s responsibility to recover from each other Resident Collocator such carrier’s proportionate share of such other

charges billed to the Primary Collocator for the New Shared Cage Collocation. If Coast is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Coast agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Coast is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Coast 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 Ameritech as a third party beneficiary of such agreement. Coast, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- (c) For Subleased Shared Collocation, if Coast is the Primary Collocator, then Coast shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another carrier to sublease space from Coast, Coast shall require such other carrier(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such carrier's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates Ameritech as a third party beneficiary of such agreement. Coast, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Coast is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Coast agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- (d) Coast represents and warrants to Ameritech that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by **Section 12.4** and which is necessary, or as mutually agreed by the parties or as provided by Ameritech to any other similarly situated carrier, to Interconnect with Ameritech or for access to Ameritech's unbundled Network Elements. Ameritech shall provide Coast access to Ameritech's unbundled Network Elements and permit Coast to Interconnect its network with Ameritech from Shared Caged Collocation, regardless if Coast was the original Collocator. Coast, however, shall have

no right to request and Ameritech shall have no obligation to provide Coast's Resident Collocators access to Ameritech's unbundled Network Elements or Ameritech's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with Ameritech.

- (e) As a condition of entering into Shared Caged Collocation, Coast 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 Ameritech 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 carrier remains in the Shared Cage Collocation, that carrier shall become the Primary Collocator. Ameritech shall bill the new Primary Collocator any applicable charges to change Ameritech's records and databases to reflect such new Primary Collocator. (This subsection will apply only in the situation in which Coast is a non-Primary Resident Collocator in a Shared Collocation Arrangement.)
- (f) Any obligation of Ameritech under this **Article XII** (and any schedules referenced herein) to provide Coast notice, information, documents or other materials shall, in a Shared Caged Collocation arrangement, be limited to the provision of such notice, information, documents or other materials to the Primary Collocator only.

12.2.4 Virtual Collocation. Upon request, Ameritech shall provide Coast Virtual Collocation in any Unused Space. If Coast wishes to Virtually Collocate a bay or rack other than a Standard Bay or Rack, it must request such Virtual Collocation via an NSCR. Coast shall not have physical access to its Virtually Collocated equipment but may, at its expense, electronically monitor and control its Virtually Collocated equipment. Ameritech shall, subject to Coast's payment of the applicable rates, fees and charges, be responsible for installing, maintaining and repairing Coast's equipment. Coast cannot convert its Virtually Collocated equipment "in-place" to a method of Physical Collocation available hereunder (e.g., no "in-place" conversion of Virtual Collocation to Cageless Physical Collocation). In addition to the rates set forth in Item VII of the Pricing Schedule, if Ameritech must locate Coast's Virtual Collocation bays or racks in its switch line-up, Coast shall also be responsible for any extraordinary costs necessary to condition such space, subject to **Section 30.6**.

12.3 Non-Standard Collocation Requests.

12.3.1 Non-Standard Collocation Request. Subject to **Sections 12.3.1** and **12.3.2** Coast may request Ameritech to provide a Collocation method (or an increment of space) not described in **Section 12.2** by submitting to Ameritech a Non-Standard Collocation Request in

the form set forth on **Schedule 12.3** (an “NSCR”). Collocation requested via an NSCR shall (i) be subject to the payment by Coast of all applicable costs in accordance with **Section 30.6** to process such request and to develop, provision and bill such Collocation method, (ii) be subject to provisioning intervals that vary from standard provisioning intervals and (iii) require the Parties to include in an amendment to this Agreement any rates, terms and conditions applicable to such NSCR within thirty (30) days after Coast confirms its order pursuant to the NSCR. By submitting an NSCR, Coast agrees to promptly compensate Ameritech any costs it incurs to process the NSCR, including costs to analyze, develop, provision, and price the NSCR, subject to Section 30.6, up to and including the date Ameritech receives a written cancellation.

12.3.2 **Adjacent Collocation.** If and only if there is no Unused Space for Physical Collocation, Coast may submit to Ameritech an NSCR that requests Ameritech to provide Coast Adjacent Collocation to the extent technically feasible. As used in this Agreement, “**Adjacent Collocation**” shall mean Collocation, on property Ameritech owns or controls, in adjacent controlled environmental vaults or other similar structures (collectively, an “**Adjacent Structure**”). Ameritech shall only be required to provide Adjacent Collocation if technically feasible, and subject to reasonable safety and maintenance requirements, zoning and other state and local regulations. Ameritech shall provide power and Physical Collocation services and facilities in and to Adjacent Structures subject to the same nondiscrimination requirements as traditional Collocation arrangements. Coast shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure. Subject to zoning and safety requirements, and provided Ameritech owns or controls the property in question, Ameritech reserves the right to assign the location of the Adjacent Structure. Ameritech shall consider and process an NSCR for Adjacent Collocation while Coast is securing final approval for the requested Adjacent Structure (and any transmission and power connections) from (i) any applicable local governmental or other authority having jurisdiction to approve or grant zoning compliance or waivers and (ii) if the land on which Coast seeks to locate such Adjacent Structure is not owned by Ameritech, such owner or landlord. Provided, however, that Ameritech shall have no obligation to begin any construction, excavation, or other related work in connection with the provisioning of Adjacent Collocation until Coast has obtained such approval, and an officer of Coast certifies in writing, with no qualifications, that all governmental and other approvals and permits necessary for such Adjacent Collocation have been received. Ameritech shall reasonably cooperate with Coast’s efforts to obtain such approval subject to Ameritech’s right to recover from Coast the costs associated therewith, subject to **Section 30.6**. Coast shall not place any signage or marking of any kind on a Adjacent Structure or on the Ameritech grounds surrounding the Adjacent Structure, provided that Coast may place a sign, not larger than one (1) foot square, on or near the door of the Adjacent Structure that identifies it as Coast’s and restricts access to authorized personnel. Coast shall own the Adjacent Structure and shall remove the structure and restore the Premises to its original conditions within ninety (90) days of the termination Adjacent Collocation provisions of this or any successor Agreement providing Coast with Adjacent Collocation or of Coast’s ceasing to utilize the Adjacent Structure consistent with such provision. If Coast fails to do so, it will reimburse Ameritech for its costs of performing the work itself, subject to **Section 30.6**

12.4 Eligible Equipment for Collocation.

12.4.1 Types of Equipment. (a) Coast may Collocate equipment necessary, or as mutually agreed by the parties or as provided by Ameritech to any other similarly situated carrier, for Interconnection with Ameritech or access to Ameritech's unbundled Network Elements including such equipment that has built-in switching or routing features and functions or enhanced services functionalities. Coast shall not Collocate equipment that is not necessary, or mutually agreed by the parties or provided by Ameritech to any other similarly situated carrier, for interconnection for either access to Ameritech's unbundled Network Elements or for Interconnection, including equipment used exclusively for switching or for enhanced services. Further, Coast (and, for Shared Caged Collocation, Resident Collocators) may not order cross-connecting CFAs in quantities greater than Collocated equipment will support (individually or in the aggregate). As used in this **Section 12.4.1** "built-in" means that a single piece of equipment has multiple functions (e.g. multiplexing and switching) but specifically does not permit Coast to Collocate equipment that is used exclusively for switching or enhanced services. Ameritech shall not limit Coast's right or ability to use all such built-in functions of equipment that may be Collocated under this **Section 12.4.**

(b) Equipment necessary, or as mutually agreed by the parties or as provided by Ameritech to any other similarly situated carrier, for Interconnection with Ameritech and access to Ameritech's unbundled Network Elements includes **but is not limited to:**

- (1) OLT equipment;
- (2) Multiplexers, including asynchronous transfer mode ("ATM") multiplexers;
- (3) Digital Cross-Connect Panels;
- (4) Optical Cross-Connect Panels;
- (5) Digital Loop Carrier;
- (6) Digital Subscriber Line Access Multiplexers ("DSLAM");
- (7) Data over voice equipment;
- (8) Equipment used for signal regeneration ("**hubbing equipment**");
- (9) Routers;
- (10) Remote Switching modules ("**RSM**"); provided that such RSM is not used as a stand-alone switch; and
- (11) Any other transmission equipment collocated as of August 1, 1996, used or useful to terminate basis transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402.

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

Ameritech may reasonably deem applicable to protect Ameritech's Premises and equipment and Other Collocator's equipment or (2) the equipment must have a history of safe operation demonstrated by placement in an incumbent local exchange network carrier premises prior to January 1, 1998, with no documented or known history of safety problems (items (1) and (2) above collectively referred to as the "**Safety Standards**"), provided such safety requirements are applied on a nondiscriminatory basis to equipment Ameritech installs in its Premises and to equipment Ameritech permits other carriers to install in its Premises.

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

12.4.3 Equipment Compliance.

- (a) Except as provided in Section 12.4.3(b) below, prior to placing its Collocation equipment in its Collocation space, Coast shall submit to Ameritech a list and description of the equipment Coast wishes to place in its Collocation space so that Ameritech can confirm that such equipment complies with the terms, conditions and restrictions of this Section 12.4. Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC-13STATE) prior to January 1, 1998 with no known history of safety problems. Coast shall provide, at a minimum, the following information with respect to each piece of equipment it intends to Collocate in Ameritech's Premises that has not been deployed previously:
 - (1) Name of Hardware and Software Manufacturer;
 - (2) Model and Release Number; and
 - (3) Documentation that evidences compliance with the standards set forth in Section 12.4.2.

Ameritech will review and confirm or deny Coast's list and description of equipment within ten (10) Business Days after Ameritech receives an accurate

and complete list (i.e., all information is completed and any necessary documentation is attached). Coast shall not place its Collocation equipment in its Collocation space until Coast receives Ameritech's written confirmation that such equipment complies with the terms, conditions and restrictions of this Section 12.4; however, Coast's equipment shall be deemed to comply with the terms, conditions and restrictions of this Section if written confirmation is not received within fifteen (15) business days of the date the information is received by Ameritech.

- (b) Ameritech may, at its discretion, maintain on its Collocation webpage a list of equipment that complies with the terms, conditions and restrictions of this Section 12.4. If Ameritech does maintain such a webpage of approved equipment, Coast need not obtain prior approval from Ameritech for a piece of equipment if such equipment (including model and release number(s)) is described as "approved" on such webpage. Instead, at the final walk-through, Coast shall provide Ameritech written certification that any equipment to be placed in its Collocation space for which pre-certification was not received pursuant to Section 12.4.3(a) is listed as "approved" equipment on the then-current Collocation webpage.

12.4.4 Subject to the terms and conditions set forth in this Article XII, Ameritech shall not restrict the types of equipment or vendors or equipment to be installed.

12.4.5 Coast may use Collocated equipment to transport Interconnection or Network Element traffic through one (1) or more Ameritech Central Offices destined for termination at another Ameritech Central Office; provided that the type and use of such Collocated equipment conforms to the other restrictions in this Article XII.

12.5 Transport Facility Options.

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

12.6 Interconnection with other Collocated Carriers.

Ameritech shall permit Coast to Interconnect its network with that of another Collocating Telecommunications Carrier at Ameritech's Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier ("Carrier Cross-Connect Service for Interconnection" or "CCCSI") only if Coast and the other collocating Telecommunications Carrier's Collocated equipment are used for Interconnection with Ameritech or to access Ameritech's unbundled Network Elements. Coast may construct its own CCCSI (using copper cable or optical fiber equipment) or request Ameritech to provide such connection between the two carriers' Collocated equipment via Ameritech's Cross-Connect Service for Interconnection ("ACCSI"). If Coast provides CCCSI, such CCCSI (i) must, at a

minimum, comply in all respects with Ameritech's technical and engineering requirements and (ii) shall require Coast to lease Ameritech cable rack and/or riser space to carry the connecting transport facility. The rates for ACCSI and leasing of cable rack and riser space are set forth at Item VII of the Pricing Schedule. If Coast Interconnects its network with another Collocating Telecommunications Carrier pursuant to this **Section 12.6**, Coast shall, in addition to its indemnity obligations set forth in **Article XXIV** and **Section 12.10.7**, indemnify Ameritech for any Loss arising from Coast's installation, use, maintenance or removal of such connection with the other Collocating Telecommunications Carrier, to the extent caused by the actions or inactions of Coast or its agents, including the other Collocating carrier.

Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in *GTE et al v. FCC* ("GTE Opinion"), SBC-13STATE voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an SBC-13STATE Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in SBC-13STATE or (2) requested by Collocator and accepted by SBC-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)). SBC-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 SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

12.7 Interconnection Points and Cables.

Ameritech shall:

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

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

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

12.7.4 permit Coast Physical Collocation of microwave or laser transmission facilities, except where such Collocation is not practical for technical reasons or because of space limitations, in which case Ameritech shall provide Virtual Collocation of such facilities as required where technically feasible. (Coast shall request such Collocation via an NSCR.)

12.8 Space Exhaustion.

12.8.1 Ameritech shall post on a publicly available Internet site, a document (the **“Exhaustion Report”**) that identifies each Ameritech Premises for which Physical Collocation is unavailable because of space limitations. Ameritech will update the Exhaustion Report to add additional Premises that run out of Physical Collocation space and to remove Premises in which Physical Collocation becomes available within ten (10) Business Days of the date on which space becomes exhausted or available, as applicable, at such Premises. Ameritech may recover from Coast its costs to provide the Exhaustion Report in the manner determined by the Commission, subject to **Section 30.6**.

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

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

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

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

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

If Coast requests twenty-one (21) or more Premises Reports within a five (5) Business Day period, the Premises Report Delivery Interval will be increased by five (5) Business Days for every five (5) additional Premises Report requests or fraction thereof.

(c) Coast shall compensate Ameritech on a time and materials basis for each Premises Report ordered, such charges to be determined in accordance with Section 252(d) of the Act (including any applicable contribution), subject to **Section 30.6**.

12.8.3 If Ameritech denies a request for Physical Collocation because of space limitations in a given Premises, Coast may request that Ameritech provide (i) a list of unused equipment (e.g., retired-in place) in that Premises within ten (10) Business Days of Coast's written request and (ii) a tour (without charge) of the entire Premises within ten (10) Business Days (or such later date as mutually agreed) of Coast's written request for such tour, delivered to the Ameritech representative(s) identified on Ameritech's informational Internet site for interconnecting carriers.; provided, however, that Ameritech shall not be required to provide a tour of any Premises that is listed in the Exhaustion Report if the Commission or an independent third party auditor has confirmed that Physical Collocation space is unavailable in such Premises because of space limitations or is not practical for technical reasons. Ameritech will submit to the Commission detailed floor plans of such Premises where Ameritech claims that no Physical Collocation is practical because of space limitations. Upon Coast's execution of a nondisclosure agreement, Ameritech shall also provide copies of such detailed floor plans and diagrams to Coast, subject to Ameritech's recovery of the cost thereof in accordance with **Section 30.6**. Each request for a Premises tour must include (i) the Premises where Physical Collocation was denied, (ii) the date of such denial and (iii) the applicable Ameritech order numbers. Coast shall be permitted to tour the entire Premises, not just the room in which space was denied and may bring not more than three (3) representatives on the tour. Prior to taking a tour, each representative must execute and deliver to Ameritech, Ameritech's standard nondisclosure agreement. In no event shall any camera or other video/audio recording device be brought on or utilized during any tour of an Ameritech Premises.

12.8.4 At the request of the Commission or Coast, Ameritech shall remove any obsolete and unused equipment (e.g., **"retired in-place"**) from its Premises. Ameritech shall be permitted to recover the incremental cost of removal and/or relocation of such equipment if Ameritech incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs reasonably incurred to expedite removal of equipment or store equipment for reuse), subject to **Section 30.6**.

12.9 Allocation of Collocation Space.

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

12.9.2 Ameritech shall not be required to lease or construct additional space in its Premises to provide Coast Physical Collocation when existing space in such Premises has been exhausted, provided that Ameritech must provide Adjacent Collocation as provided elsewhere in this Agreement.

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

12.10 Security Arrangements.

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

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

(b) Coast shall receive 24 x 7 access to Ameritech's Premises only after the Delivery Date of its Physical Collocation arrangement. Prior to the date Coast is provided access to its Physical Collocation, any Coast employee seeking to access an Ameritech Premises must obtain a photo I.D., which will be provided on a timely basis and, once access is provided, wear such photo I.D. while in the Ameritech Premises. Until a photo I.D. is issued, Coast's employees shall require a security escort in Ameritech's Premises, at no cost to Coast.

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

12.10.3 Physical Security Arrangements. Ameritech may, at its sole discretion, adopt reasonable security arrangements to protect its equipment, including separating its equipment with a partition, installing security cameras or other monitoring devices, badges with computerized tracking systems, photo I.D., electronic or keyed access and/or logs; provided, however, that such arrangements are no more stringent than the security arrangements that Ameritech maintains at its own premises for its own employees or authorized contractors. If any of the security arrangements adopted by Ameritech require the participation of Coast's employees (e.g., electronic access cards, or badges or photo I.D.), Coast agrees on behalf of itself and its employees to comply with any rules applicable to such arrangements. Upon resignation, suspension, retirement or termination of any employee or technician that Coast has secured badges or electronic access cards or keys to Ameritech's Premises, Coast shall recover said badge, access cards and/or keys from such individuals and return them to Ameritech. Ameritech may bill Coast to change locks, badges or access cards due to these items not being returned to Ameritech. Ameritech may recover its costs from Coast to install, maintain and repair any security arrangements, subject to **Section 30.6**. Any information collected by Ameritech in the course of implementing or operating security arrangements shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of **Article XX**.

12.10.4 Security Checks and Training. Coast shall conduct background checks of each of its employees, technicians and vendors that access Ameritech's Premises. Ameritech shall provide Coast a list of actions for which Ameritech precludes persons from accessing Ameritech's Premises and Coast shall apply such actions to its employees and vendors. Coast's employees and approved vendors shall be required to undergo the same level of security training, or its equivalent, that Ameritech's own employees or vendors providing similar functions, must undergo. Ameritech shall provide Coast information on the specific type of training so that Coast may provide such security training. Coast shall provide Ameritech written certification that its employees and approved vendors have satisfied the necessary security training prior to accessing Ameritech's Premises. Once an employee or vendor of Coast has successfully completed such training, no further training will be required unless Ameritech also requires the same further training of its employees or vendors.

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

Ameritech's Premises; provided, however, that Ameritech may not remove an employee of a Coast from its premises for improper conduct that would not result in such removal if engaged in by an Ameritech employee..

12.10.6 Insurance. Coast shall furnish Ameritech with certificates of insurance which evidence the minimum levels of insurance set forth in **Section 19.8**, state the types of insurance and policy limits provided Coast and name Ameritech as an additional insured. Ameritech will maintain at least the same minimal levels of insurance on its Premises. All insurance must be in effect and received on or before the Occupancy Date and shall remain in force as long as any of Coast's facilities or equipment remains within Ameritech's Premises. If Coast fails to maintain the coverage, Coast hereby authorizes Ameritech, and Ameritech may, but is not required to, pay the premiums thereon, to Coast's insurance carrier (if applicable) for the appropriate coverage, and if so, shall be reimbursed by Coast. Coast must also conform within ten (10) Business Days (to the extent practicable or technically feasible), to the recommendation(s) specific to its Collocation space, or the Ameritech Premises, in general, which are made by Ameritech's property insurance company as a result of a fire safety inspection. To the extent that these recommendation(s) also apply to Ameritech, Coast shall only be required to conform to those recommendation(s) implemented by Ameritech. The cancellation clause on the certificate of insurance will be amended to read as follows:

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

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

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

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

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

12.11 Subcontractor and Vendor Approval.

Coast may install and maintain its Physically Collocated equipment or, it may subcontract such responsibilities to an Ameritech-approved vendor. Upon the request of Coast, Ameritech shall add to its list of approved vendors any vendor that meets the same approval criteria applied to the vendors that have already been approved by Ameritech. All installation work, whether performed by Coast or an Ameritech-approved vendor, shall comply in all respects with Ameritech's technical, engineering and environmental requirements and is subject to Ameritech's inspection upon completion of such work. Coast shall be solely responsible for all costs associated with the planning, installation and maintenance of its Collocated equipment.

12.12 Delivery of Collocated Space.

12.12.1 Ordering. (a) Ameritech shall provide Coast with a single point of contact for all inquiries regarding Collocation. Coast shall request space for Collocation by delivering to Ameritech a complete Collocation order form (if completed, a **"Collo Order"**). Each Collo Order shall include a Collocation Application Fee (if applicable), and specify (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) a prioritized list of its preferred methods of Collocation, if and as applicable (e.g., APCS cageless, shared, etc.), (iv) the interoffice transmission facilities Coast will require for such space, (v) the equipment to be housed in such space, (vi) Coast's anticipated power requirements for the space, (vii) any extraordinary additions or modifications (e.g., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate Coast's Collocated equipment, (viii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (ix) the date on which Coast intends to initiate service from such space. Ameritech shall notify Coast in writing (the **"Collo Response"**) within ten (10) Business Days of receiving Coast's request for Collocation as to whether the requested space and preferred method(s) of

Collocation are available within the interval specified in **subsection (b)** below. If the requested amount of space is not available for Physical Collocation, Ameritech shall specify in its Collo Response to Coast if an amount of space other than as requested by Coast is available, when the requested (and, if applicable, such other) space for Physical Collocation will be made available to Coast and shall offer to Coast Virtual Collocation in accordance with **Section 12.12.3**. If intraoffice facilities will not be available for Collocation on the date the space is to be turned over to Coast, then Ameritech shall provide written notification as to when the intraoffice facilities will be made available, within ten (10) Business Days after the initial walk-through, or within ten (10) Business Days after Ameritech later discovers intraoffice facilities will not be available.

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

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

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

12.12.2 Physical Collocation.

- (a) If space for Physical Collocation is immediately available at the time of Coast's Collo Order, Ameritech shall include in its Collo Response to Coast (i) the space to be provided and (ii) whether Ameritech can deliver the space to Coast by the date set forth in **Section 12.12.2(3)**.
- (b) If Coast's requested Physical Collocation space is available, Ameritech and Coast shall have an initial walk-through of such space within the interval specified in the Implementation Plan. Absent Ameritech's written consent, Coast must have at least one (1) authorized employee (i.e., in addition to any authorized vendor) at such walk-through. If during the initial walk-through, Coast wishes to modify or change its Collo Request, Coast must sign or initial any such modifications or changes and provide Ameritech a change order reflecting same within five (5) Business Days of such initial walk-through. If a change or modification is noted at the initial walk-through, Ameritech shall have no obligation to commence work on Coast's Collocation space until it receives a change order to amend the Collo Request or written confirmation that Coast does not wish

to pursue such change or modification. Failure to provide Ameritech the change order or written confirmation within the foregoing five (5) Business Day period shall be deemed a Coast Delaying Event for the period between the expiration of such five (5) day period and the date of actual receipt by Ameritech.

- (c) Ameritech shall deliver to Coast the requested space on or before the later of (i) one hundred twenty (120) days from Ameritech's receipt of Coast's Collo Order, (ii) ninety (90) days from the date of the initial walk-through and (iii) such other reasonable date that the Parties may reasonably agree upon if it is not feasible for Ameritech to deliver to Coast such space within the foregoing intervals (such date of delivery referred to as the **"Delivery Date"**). At the walk-through, Ameritech will notify Coast of the Delivery Date provided that Coast has not made any time delaying modifications to its Collo Request.
- (d) Physical Collocation space ordered by Coast will be made available to Coast by Ameritech as more fully described in **Section 1** of **Schedule 12.12**.
- (e) If Ameritech does not provide Coast with its Collocated space by the Delivery Date and Coast is unable to begin installing its equipment (*i.e.*, the defects are material) and such delay is caused directly by Ameritech's actions or its failure to act (and not by a Coast Delaying Event), Coast shall receive a credit of 1/120th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available for installation of equipment.
- (f) Ameritech may begin billing recurring charges for the Collocated space on the Occupancy Date. For purposes of this **Article XII**, "Occupancy Date" shall mean the date on which (i) the Parties have completed the acceptance walk-through of Coast's Physical Collocation Space and (ii) no bona fide exceptions for such space have been noted or remain outstanding. Coast shall vacate the Collocated space if either (i) Coast (or one of its Resident Collocators, if applicable) fails to install within ninety (90) days of the Occupancy Date the equipment necessary, or as mutually agreed by the parties or as provided by Ameritech to any other similarly situated carrier, for Interconnection with Ameritech and/or access to Ameritech's unbundled Network Elements to be housed in such space or (ii) Coast (or one of its Resident Collocators, if applicable) fails to Interconnect to the Ameritech network within one hundred fifty (150) days of the Occupancy Date. Provided, however, that (i) Coast shall not be required to vacate the Collocated space to the extent that a force majeure event or actions by Ameritech, its employees, or contractors prevented Coast from meeting such deadlines; and (ii) even absent such delaying events, Coast may request an extension of up to 60 days and Ameritech's consent will not be

unreasonably withheld. If Coast is required to vacate the space pursuant to this **Section 12.12.2(f)**, Coast (and its Resident Collocators) shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, Coast still requires Collocation in that Premises, Coast shall be required to submit a new request for Collocation pursuant to the provisions of **Section 12.12.1**.

- (g) Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0** of **Schedule 12.12**.
- (h) At Coast's request Ameritech shall provide for APCS and Shared Caged Collocation, within three (3) months after receiving Coast's (and, as applicable, each Resident Collocator's) Initial COBO Payment or such other reasonable date the Parties agree upon pursuant to **Section 12.12.2(c)**, equipment node enclosures at a height of eight (8) feet, without ceiling. Where Ameritech cannot feasibly provide Coast with equipment node enclosures within the foregoing period, Ameritech shall notify Coast of this fact within ten (10) Business Days from the later of (i) the walk-through and (ii) the receipt of Coast's Collo Order.
- (i) Coast may obtain information concerning construction status and expected Delivery Date by contacting Ameritech's collocation administrator who will be identified in the Implementation Plan.
- (j) After Ameritech completes its preparation of the Physical Collocation space, Coast and Ameritech will complete an acceptance walk-through. Major exceptions that are noted during this acceptance walk-through shall be corrected by Ameritech within thirty (30) days after the walk-through while minor exceptions shall be corrected as soon as possible, commensurate with the materiality of such exceptions. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from Coast's original request for Collocation shall be at Ameritech's expense, subject to any change orders requested by Coast. Unless the corrections of these exceptions delay the ability of Coast to install its equipment beyond the Delivery Date, Coast shall not be entitled to a credit under **Section 12.12.2(e)** above.
- (k) The Implementation Team shall also establish an escalation process for each Party's employees (names, telephone numbers and escalation order) for any disputes that may arise pursuant to the Parties' Collocation of equipment hereunder.

12.12.3 Virtual Collocation.

- (a) If Coast requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and Coast elects Virtual Collocation, and such Virtual Collocation is available at the time of Coast's Collo Order, Ameritech shall include in its Collo Response (i) the space to be provided and (ii) whether Ameritech can deliver the space to Coast by the date set forth in **Section 12.12.3(b)**.
- (b) Ameritech shall deliver to Coast the requested space on or before the later of (i) twelve (12) weeks from Ameritech's receipt of Coast's Collo Order for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to Coast such space within twelve (12) weeks (such date of delivery referred to as the "**Delivery Date**") and Ameritech notified Coast of this fact within ten (10) Business Days after Ameritech's receipt of Coast's request.
- (c) Virtual Collocation space ordered by Coast will be made available to Coast by Ameritech, as more fully described in **Section 3** of **Schedule 12.12**.
- (d) Ameritech shall install Cross-Connects, when cross-connecting for thru-connect purposes as directed by Coast, at the rates provided at Item VII of the Pricing Schedule.
- (e) Coast may obtain information concerning construction status and expected Delivery Date by contacting Ameritech's collocation administrator who will be identified in the Implementation Plan.

12.13 Pricing.

The rates charged to Coast for Collocation are set forth at Item VII of the Pricing Schedule. Ameritech shall allocate space preparation, security measures, and other Collocation charges on a pro-rated basis so that if Coast is the first collocater in a particular Ameritech Premises, it will not be responsible for the entire cost of site preparation (unless Coast occupies all space conditioned); provided, however, that Coast shall be responsible for all costs attributable to a unique or non-standard request. The rates set forth at Item VII of the Pricing Schedule reflect only the standard Collocation methods and services described in this **Article XII**. Any request for additional methods or services consistent with this **Article XII** or Applicable Law, including any request for Americans with Disability Act construction, shall be provided on a case by case basis.

12.14 Billing.

Ameritech shall bill Coast for Collocation pursuant to the requirements of **Article XXVI** to this Agreement.

12.15 Common Requirements.

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

12.16 Additional Requirements.

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

12.17 Protection of Service and Property.

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

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

12.17.2 Coast shall comply at all times with security and safety procedures and existing requirements that are defined by Ameritech and communicated to Coast provided that such requirements are nondiscriminatory and comply with Section 12.10.

12.17.3 Ameritech shall allow Coast (i) for Coast's Physical Collocation spaces, seven (7)-day, twenty-four (24)-hour access to inspect or observe spaces that house or contain Coast equipment or equipment enclosures and (ii) for secured Physical Collocation arrangements, Ameritech shall furnish Coast with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into secured Coast space, subject to **Section 12.10.2** and **Article XX**.

12.17.4 For APCS and Shared Caged Collocation, Ameritech shall furnish to Coast a current written list of Ameritech's employees who Ameritech authorizes to enter Coast's Physical Collocation.

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

12.17.6 For APCS and Shared Caged Collocation, Ameritech shall limit the keys used in its keying systems for Coast's specific Physical Collocation space which contain or house Coast equipment or equipment enclosures to its employees and representatives to emergency access only. Coast shall further have the right, at its expense, to have locks changed

where deemed necessary for the protection and security of such spaces, provided that Coast shall immediately provide Ameritech with such new keys.

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

12.18 Default.

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

12.19 Compliance.

Coast (and its Resident Collocators) shall adhere to all rules and regulations that apply to Collocation at Ameritech's Premises. If Coast, or any vendor performing work on its behalf, violates such rules and regulations, Coast (and/or such vendor) shall be subject to disciplinary procedures and, subject to Coast's reasonable opportunity to cure, if such violation causes Ameritech to incur any costs, Coast shall promptly reimburse Ameritech for such costs.

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 Coast 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 Coast has established the Provisioning EI on or before the Service Start Date, so that it will submit all requests for CSRs and all orders for LNP through Ameritech’s Provisioning EI. Ameritech shall have no obligation to accept manual or faxed requests for CSRs or provision any manual or faxed LNP Orders except as set forth in **Section 10.13.2(b)**.

13.3.3 Coast shall provide for the transfer and receipt of data necessary for Ameritech to request and retrieve Coast’s Customers’ CSRs and for the ordering and provisioning of Coast-provided LNP. At least one hundred twenty (120) days prior to the date that Coast requires Ameritech to use an electronic data interface (“EDI”) to request CSRs, Coast will provide Ameritech with the proper documentation regarding the functionality of the EDI, the EDI specifications, including mapping, and any training and support documentation necessary to utilize the EDI interface.

13.4 Customer Service Record (“CSR”).

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

13.4.2 CSR Retrieval. CSRs will be delivered to the requesting Party within five (5) Business Days of receipt by the other Party of the CSR retrieval request.

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

- a) Customer Account Name;
- b) Customer Account Telephone Number(s);
- c) Customer Listing information;
- d) Customer billing information;
- e) Customer services and equipment to enable a determination of what types of service the Customer has;
- f) Customer Circuit information;
- g) Customer PIC and 2PIC carrier identification; and

- h) Any other information describing, but not limited to, the types of service offered to the Customer, the Customer premise equipment, billing options, or payment plans.

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

13.5 Other Number Portability Provisions.

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

13.5.2 Neither Party shall be required to provide LNP for non-geographic services (e.g., 555, 950, and 976 number services, FX Service, Ameritech coin telephone numbers and mass calling NXXs) under this Agreement.

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

13.5.4 Either Party 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 the other Party both coordinated and non-coordinated cutovers. Any coordinated cutovers requested out of normal business hours will be subject to overtime and time and material charges. Additionally, if after the Effective Date offers a Ten Digit Trigger, such Party will charge for all coordinated cutovers for LNP.

13.5.10 In the event Coast 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, Coast will be considered not to

have submitted a valid order and will have to submit a revision to change the Due Date on the order.

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

13.5.12 Coast has 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 Either Party may charge the other for any supplemental or different versions of an original order submitted by the other Party. Additionally, either Party may also charge for orders submitted that are subsequently cancelled.

13.5.15 In the event that Party A has begun, partially completed, or fully completed a conversion for LNP and Party B asks that Party A restore service back to Party A's network, Party A will charge Party B on a time and materials basis for restoring service. Additionally, Party B shall cooperate with Party A to restore the service.

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

13.6 [RESERVED].

13.7 LNP Conversion Dispute.

13.7.1 In the event that a Party ports a Customer's telephone number without such Customer's knowledge or proper authorization, such Party shall pay the Unauthorized Switching charge described in Schedule 10.11.2. Such Party also will cooperate to switch the service back to the original Party in as expedient a manner, notwithstanding normal LNP intervals. Additionally Ameritech will provide evidence and statistics regarding these incidents to appropriate regulatory bodies including the FCC or the Commission.

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

13.8 Pricing for LNP.

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

the ordering, provisioning or conversion of ported numbers as a means for Coast to recover the costs associated with LNP.

13.9 NXX Migration.

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

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 Coast 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 Coast 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 Coast's Facilities-Based and Resale Customers.

Ameritech shall cause the Publisher to include Primary Listings of Coast's Resale Customers ("**Coast Directory Customers**") in Publisher's White Pages Directories under the following terms and conditions:

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

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

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

15.1.5 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.

15.2 Listing and Listing Updates.

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

15.2.1 Coast shall provide its Coast Directory Customer Listings to Ameritech or its Publisher in a form and format acceptable to Ameritech or its Publisher. Coast acknowledges that Ameritech or its Publisher may impose a charge for changes to Coast Directory Customer Listings previously provided by Coast 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 Coast Directory Customer, Coast shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Ameritech or its Publisher. Listing updates on Coast Directory Customers are to be provided to Ameritech.

15.2.3 Coast will cooperate with Ameritech or its Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of Coast'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 Coast providing Ameritech two hundred (200) listing updates per day.

15.2.4 Publisher or Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of Coast; provided, however, that Publisher or 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 Coast has notified Ameritech not to include listing for third party publication.

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

ARTICLE XVI
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- 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 Coast'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 Coast'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 Coast. If Ameritech denies a request by Coast for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech will provide Coast 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.

Coast 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. Coast shall indemnify Ameritech against loss directly resulting from any actual lack of Coast'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 Coast, 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 Coast. Upon request, Ameritech may permit Coast 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 Coast's Attachment(s) those modifications required to accommodate other attaching parties, including Ameritech, that desire to modify their Attachments.

16.3.2 If Coast 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 Coast but will be required to make the Right-of-way available to Coast 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 Coast's Attachments.

16.3.3 The costs of modifying a Structure to accommodate Coast'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 Coast 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 Coast. 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. Coast and other parties, including Ameritech, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure.

16.4 Installation and Maintenance Responsibility.

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

16.5 Installation and Maintenance Standards.

Coast'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 Coast 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 Coast'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. Coast 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 usable but unused space on Structure owned or controlled by Ameritech shall be available for the Attachments of Coast, Ameritech or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. Coast 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, Coast 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 Coast 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 Coast.

16.11 Other Arrangements.

Coast'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 Coast's expenses. If a move of Coast's Attachment is required by Ameritech or another attaching party, Coast shall move its Attachment, at the expense of the party requesting such move, within thirty (30) days after notification of the required move. If Coast fails to move its Attachment within the foregoing period, Coast authorizes Ameritech to move such Attachment.

16.13 Maps and Records.

Ameritech will provide Coast, at Coast'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 Coast. 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 Coast and such materials may not be resold, licensed or distributed to any other person. Such access shall be provided within thirteen (13) days of a request by Coast if no data is to be redacted from the requested information and within twenty-five (25) days of a request by Coast if any data is to be redacted.

16.14 Occupancy Permit.

Coast occupancy of Structure shall be pursuant to a permit issued by Ameritech for each requested Attachment. Any such permit shall terminate (a) if Coast's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if Coast has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has notified Coast that such Structure is available for Coast's Attachments, (c) if Coast ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if Coast 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 Coast has Attachments. If Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which Coast has Attachments, Ameritech shall (i) provide Coast notice within ten (10) Business Days after Ameritech has knowledge of such fact and (ii) not require Coast to remove its Attachments from such Structure prior to Ameritech's removal of its own attachments. Ameritech will provide Coast with at least sixty (60) days' written notice prior to (x) terminating a permit for an Attachment, terminating service to a Coast 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 Coast has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If Coast 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 Coast to so surrender such permit, Ameritech shall remove Coast's Attachments at Coast's expense. If Ameritech discovers that Coast has placed an Attachment on Ameritech's Structure without a valid permit, Ameritech shall notify Coast of the existence of such unauthorized Attachment and Coast shall pay to Ameritech within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to five (5) times the annual attachment fee for such unauthorized Attachment. Within the foregoing period, Coast shall also apply for an Occupancy Permit for the unauthorized Attachment. In addition, Coast shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment. If Coast fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, Ameritech shall have the right to remove such unauthorized Attachment from Ameritech's Structure at Coast's expense.

16.15 Inspections.

Ameritech may make periodic inspections of any part of the Attachments of Coast located on Ameritech Structure. Coast 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 Coast of such inspections.

16.16 Damage to Attachments.

Both Coast and Ameritech will exercise precautions to avoid damaging the Attachments of the other or to any Ameritech Structure to which Coast 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 Coast for map preparation, field surveys and Make-Ready Work. Pricing shall be subject to Section 30.6.

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 Coast 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 Coast, Ameritech will permit the interconnection of ducts or conduits owned by Coast in Ameritech manholes but only where there is sufficient room for the interconnection to occur and where the work can be performed without it being likely that the manhole will collapse and where, once the work is complete there still will be sufficient room in the manhole to permit an adult male to perform maintenance.

16.19.2 Except where required herein, requests by Coast for interconnection of Coast'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 Coast's request within forty-five (45) days of Ameritech's receipt of such request.

16.19.3 Coast 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 Coast's single point of contact for all matters relating to Coast'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 Coast 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 Coast 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 Coast hereunder.

ARTICLE XVII REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from Ameritech to Coast, or from Coast 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.

18.2 Implementation Plan.

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.

ARTICLE XIX GENERAL RESPONSIBILITIES OF THE PARTIES

19.1 Compliance with Implementation Schedule.

Each of Ameritech and Coast 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 Coast exceeds 250,000 end-user customers, Coast agrees to provide an initial forecast for establishing the initial Interconnection facilities. Ameritech shall review this forecast and if it has any additional information that will change the forecast shall provide this information to Coast. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC-13STATE General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

19.5.3 The semi-annual forecasts shall include:

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

19.5.3.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

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

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

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

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

19.6 Certain Network Facilities.

Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. 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 \$5,000,000 and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

19.9 Labor Relations.

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

19.10 Good Faith Performance.

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not

unreasonably withhold or delay such consent or agreement, as the case may be.

19.11 Responsibility to Customers.

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

19.12 Unnecessary Facilities.

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

19.13 Cooperation.

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

19.14 LERG Use.

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

19.15 Switch Programming.

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

19.16 Transport Facilities.

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

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 identified as "Confidential" or "Proprietary" at the time of disclosure; and

- (b) any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subsection (a) above, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as **"Derivative Information"**).

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

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

20.2 Disclosure and Use.

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

- (a) all Proprietary Information communicated, whether before, on or after the Effective Date, to it or any of its contractors, consultants or agents (**"Representatives"**) in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided that such Receiving Party or Representative shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- (b) it will not, and it will not permit any of its employees, Affiliates or Representatives to disclose such Proprietary Information to any third person;

- (c) it will disclose Proprietary Information only to those of its employees, Affiliates and Representatives who have a need for it in connection with the use or provision of services required to fulfill this Agreement; and
- (d) it will, and will cause each of its employees, Affiliates and Representatives to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

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

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

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

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

commercially reasonable efforts to determine whether such third person has any such obligation; or

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

20.3 Government Disclosure.

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

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

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

20.4 Ownership.

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

(I) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

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

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

ARTICLE XXI TERM AND TERMINATION

21.1 Term.

The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until September 18, 2003 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1)-year periods (each, a "Renewal Term"; "Renewal Term" and "Initial Term" sometimes collectively referred to herein as the "Term") unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

21.2 Renegotiation of Certain Terms.

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

by the Parties shall be effective retroactive to the expiration date of such Term. All re-negotiations or future negotiations to replace this Agreement shall start from this document as the model.

21.3 Default.

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

21.4 Payment Upon Expiration or Termination.

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

ARTICLE XXII DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

ARTICLE XXIII SEVERABILITY

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

ARTICLE XXIV INDEMNIFICATION

24.1 General Indemnity Rights.

A Party (the “**Indemnifying Party**”) shall defend and indemnify the other Party, its officers,

directors, employees and permitted assignees (collectively, the **“Indemnified Party”**) and hold such Indemnified Party harmless against

- (a) any Loss to a third person arising out of the negligent acts or omissions, or willful misconduct (**“Fault”**) by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, or their employees or Agents such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party;
- (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 Coast or Coast'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**. For resale, Ameritech shall have the duty to bill Coast accurately at rates pre-approved by the Commission. All other rates are subject to Commission approval and re-rating open for catalogue language.

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. The call recordings shall be consistent with Telecordia Practice BR-010-200-010 "CRIS Exchange Method Record". Call details shall include but not be limited to: Calling Party Number (CPN), terminating number destination, local routing number (LRN), date, connect time, and elapsed time.

26.3 Payment of Charges.

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

problems.

26.4 Late Payment Charges.

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

26.5 Adjustments.

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

26.5.2 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party (**“Underbilled Charges”**); provided, however, that, except as provided in **Article XXVII**, the Billing Party shall not bill for Underbilled Charges which were incurred more than one (1) year prior to the date that the Billing Party transmits a bill for any Underbilled Charges. Notwithstanding the foregoing, Coast shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Coast within six (6) 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, Coast shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Coast 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) the Billing Party shall, within ten (10) days of the Bill Due Date, provide the Non-Paying Party with back-up documentation for the Disputed Amounts; the Non-Paying Party shall then have twenty (20) days to analyze the back-up documentation and then either pay the Disputed Amounts or provide a further explanation for why it is still withholding payment on the Disputed Amounts, or any portion thereof.

27.2.2 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. 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 the period set forth in section 27.2.1 above, then those issues will be handled in accordance with **Section 27.4**.

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

27.3 Failure to Pay Undisputed Amounts.

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

- (a) assess a late payment charge and where appropriate, a dishonored check charge;
- (b) require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;
- (c) refuse to accept new, or complete pending, orders; and/or
- (d) subject to commission approval, 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 and Coast may invoke, to the extent applicable, the alternative dispute resolution provisions detailed in the FCC's order approving the SBC-Ameritech merger. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any Coast 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 Law; 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"**), or if any other legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, 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 or such other mutually acceptable new provisions as may be required, provided that such affected provisions shall not affect the validity of the remainder of 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 Other Regulatory Changes.

ARTICLE XXIX MISCELLANEOUS

29.1 Authorization.

29.1.1 Ameritech Michigan is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan. SBC Telecommunications, 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. Ameritech Michigan is

the proper party bound by and entitled to the benefits of the rates, terms, and conditions of this Agreement.

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

29.2 Designation of Affiliate.

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

29.3 Subcontracting.

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

29.4 Independent Contractor.

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

29.5 Force Majeure.

No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority,

any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **“Force Majeure Event”**) or delays caused by the other Party or any other circumstances beyond the Party’s reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party’s obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

29.6 Governing Law.

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

29.7 Taxes.

29.7.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party’s corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. If purchasing Party fails to timely provide said resale tax exemption certificate, purchasing Party shall be liable to providing Party for any taxes owed by the latter as a result after taking reasonable steps to mitigate such liability. 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 Assignment.

Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement, in whole or in part, (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement, in whole or in part, to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity related to this Agreement by providing prompt written notice to the other Party of such assignment or transfer. Any prohibited assignment or transfer shall be null and void. Without limiting the generality of the foregoing, this Agreement (if assigned in whole), or the assigned portion of this Agreement (if assigned in part), shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns. For purposes of this paragraph, and by way of clarification, if Ameritech directly or indirectly (including without limitation through a transfer of control or by operation of law) sells, exchanges swaps, assigns, or transfers ownership or control of all or any portion of its telephone exchanges that are covered by this Agreement to any purchaser, operator or other transferee (collectively, a "Transfer"), and such Transfer would negatively affect Requesting Carrier's ability to serve its then-existing end users within such telephone exchanges pursuant to this Agreement (excluding any affect on the costs to Requesting Carrier to serve its then-existing end users), such a Transfer shall be considered a transfer subject to this paragraph, unless it is approved by the Commission, in which case it shall not be considered subject to the notice, consent or other provisions of this paragraph.

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 Coast:

Coast To Coast Telecommunication, Inc.
5850 Dixie Highway
Clarkston, MI 48346
Attn: President
Facsimile: 248-623-1469

with a copy to:

Coast To Coast Telecommunication, Inc.
5850 Dixie Highway
Clarkston, MI 48346
Attn: Chief Executive Officer
Facsimile: 248-623-1467

To Ameritech:

SBC Contract Administration
ATTN: Notices Manager
311 S. Akard, 9th Floor
Four Bell Plaza
Dallas, TX 75202-5398
Facsimile: 214-464-2006
Phone: 214-464-1933

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 Entire Agreement.

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.

29.19 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.

29.20 Pick and Choose.

(a) Ameritech shall make available, at Coast's request, within 30 days an amendment to this Agreement, that will provide any individual interconnection service, or network element arrangement contained in any agreement to which it is a party that is approved by the Commission pursuant to Section 252 of the Act, upon the same rates, terms, and conditions as those provided in that agreement.

(b) The obligations of paragraph (a) of this section shall not apply where Ameritech proves to the Commission that:

(1) The costs of providing a particular interconnection service, or element of Coast are greater than the costs of providing it to the telecommunication carrier that originally negotiated the agreement, or

(2) The provision of a particular interconnection, service, or element of Coast is not technically feasible.

ARTICLE XXX

OVERRIDING PROVISIONS

30.1 Coast may buy from Tariff or Agreement.

The parties agree that Coast may buy any Ameritech service, resale or retail, from any tariff in effect on the date of the placement of the order or may buy any service described in this Agreement or the schedules attached hereto under this agreement at the prices set forth in the pricing schedule 12, attached hereto.

30.2 Commission approved pricing.

Rates charged under this Agreement shall be calculated, where appropriate, in accordance with Commission-approved methodology. In the case of rates approved by the Commission, in the event that the Commission orders a change in a rate, the new rate will have prospective effect only unless otherwise ordered by the Commission. In the case of rates not previously approved by the Commission, if the Commission establishes a rate that is different from the one established in this Agreement, then that new rate will be effective retroactively to the beginning of this Agreement.

30.3 Evergreen clause.

Notwithstanding the termination or expiration of this agreement, if there is a gap between the expiration date of this agreement and the date upon which the Commission approves its successor agreement, the terms and conditions of this agreement shall remain in force on a month to month basis until its successor agreement is approved by the Commission, provided, however, that any rates in force during such gap period shall be subject to true-up at the rates set forth in the successor agreement.

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

COAST TO COAST TELECOMMUNICATIONS, INC.,	AMERITECH MICHIGAN, BY SBC TELECOMMUNICATIONS, INC., ITS AUTHORIZED AGENT

By: _____
Printed: _____
Title: _____

By: _____
Printed: _____
Title: _____

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).

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

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

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

“Affiliate” is As Defined in the Act.

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

“Applicable Law” is as defined in Section 19.2.

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

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

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

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

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

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

“Bellcore” means Bell Communications Research, Inc.

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

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

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

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

“Business Day” means a day on which banking institutions are required to be open for business in 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 **“CAN”** means the name, service address and telephone numbers of a Party’s Customers for a particular Exchange Area. CAN 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 10.11.1.

“DSL” means Digital Subscriber Line.

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

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

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

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

“Exchange Access” is As Defined in the Act.

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

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

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

“FCC” means the Federal Communications Commission.

“FCC Conditions” means the proposed Conditions for FCC order approving the SBC/Ameritech Merger, CC Docket No. 98-41.

“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.

“InterLATA” is As Defined in the Act.

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

“ISP” is as defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.

“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 Coast 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 Coast 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.

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

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

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

"Make-Ready Work" means all work, including rearrangement or transfer of existing facilities or other changes required to accommodate Coast'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.

“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 Multiplexer” or **“OLTM”** is as defined in Section 3.3.

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

“Physical Collocation” is As Defined in the Act.

“PIC” is as defined in Section 10.11.4.

“Plan” is as defined in Section 8.1.

“Premises” is As Defined in the Act.

“Preparation Charges” means those 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 Coast’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, Coast 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.

“Coast Directory Customer” is as defined in Section 15.1.

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

“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 Coast 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 Coast

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

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

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

“Sunsetted Services” is as defined in Section 10.3.2.

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

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

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

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

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

“Technically feasible” or **“technically feasible point”** is As Defined in the Act.

“Telecommunications” is As Defined in the Act.

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

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

“Telecommunications Carrier” is As Defined in the Act.

“Telecommunications Service” is As Defined in the Act.

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

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

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

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

“Unused Space” means any space (i) existing in Ameritech’s Premises at the time of a Collocation request, (ii) that is not subject to a valid space reservation (by Ameritech or any third party), (iii) that is not being used by Ameritech for a purpose other than to house its network facilities (e.g., utilized administrative space (including offices, common areas, conference rooms, reasonable storage and other spaces devoted to reasonable administrative uses) bathrooms, hallways (ingress and egress), and other spaces devoted to reasonable use), and (iv) on or in which the placement of any equipment or network facilities (Ameritech’s or Coast’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.

Coast to Coast

**SCHEDULE 2.1
IMPLEMENTATION SCHEDULE
Michigan**

1. Interconnection

LATA	Ameritech Interconnection Central Office (AICO)	Coast Interconnection Central Office (RICO)	Interconnection Activation Date*
340	PNTCMIMNDS0	PNTCMIHFAMD	In Service

Ameritech's method of interconnection to RC's switch: Collocation

Ameritech's hand off rate at RC's switch: DS3

RC's method of interconnection to Ameritech's switches: Lease facilities

RC's hand off rate at Ameritech's switches: DS1

If RC elects the interconnection method described in **Section 3.2.3(a)**, then the Parties agree that the hand-off rates shall be at a DS3 level.

* 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 Coast 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 Coast'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 Coast 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 Coast 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, Coast 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, Coast 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. Coast 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 Coast. 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 Coast, either be refunded or credited toward additional development costs authorized by Coast.

7. Coast 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 Coast 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 [Coast] for Ameritech's costs for Ameritech's Preliminary Analysis shall not exceed this deposit.
- ☐ No deposit is made and [Coast] 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, [Coast] agrees to promptly compensate Ameritech for any costs it incurs to process this Request, including costs to analyze, develop, provision, and price the Request, up to and including the date the Ameritech BFR Manager receives our written cancellation. [Coast] also agrees to compensate Ameritech for any costs incurred by Ameritech if [Coast] fails to authorize Ameritech to proceed with development of the Request within 30 days of receipt of the 30-day notification, or Coast fails to order the Request within 30 days, in accordance with the final product quotation.

[Coast]

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-0AT-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 Specification Supporting Advanced Intelligent Network (AIN)

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

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

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

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

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

ANSI T1.112-1992, American National Standard for Telecommunications – Signaling System Number 7 (SS7) – Signaling Connection Control Part (SCCP)
ANSI T1.115-1990, American National Standard for Telecommunications – Signaling System Number 7 (SS7) – Monitoring and Measurements for Networks
ANSI T1.116-1990, American National Standard for Telecommunications – Signaling System Number 7 (SS7) – Operations, Maintenance and Administration Part (OMAP)
ANSI T1.118-1992, American National Standard for Telecommunications – Signaling System Number 7 (SS7) – Intermediate Signaling Network Identification (ISNI)
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)
Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

Service Control Points (SCPs)/Call-Related Databases

SR-TSV-002275 (BOC Notes on the Ameritech Networks, SR-TSV-002275, Issue 2 (Bellcore, April 1994))
GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1995)
GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994)
GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995)
GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149)
GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995)
GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995)
BOC Notes on Ameritech Networks, SR-TSV-002275, ISSUE 2 (Bellcore, April 1994)
GR-1280-CORE, AIN Service Control Point (SCP) Generic Requirements

Tandem Switching

Bellcore TR-TSY-000540, Issue 2R2, Tandem Supplement, 6/1/90
GR-905-CORE
GR-1429-CORE
GR-2863-CORE
GR-2902-CORE

Performance Standards

Bellcore FR-64, LATA, Switching Systems Generic Requirements (LSSGR)
 Bellcore TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements (TSGR): Common Requirements
 Bellcore TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems
 Bellcore TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop Carriers Systems
 Bellcore TR-NWT-000507, Issue 5, December 1993, LSSGR – Transmission, Section 7
 Bellcore TR-TSY-000511, Issue 2, July 1987, Service Standards, a Module (Section 11) of LATA Switching Systems Generic Requirements (LSSGR, FR-NWT-000064)
 Bellcore TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines
 Bellcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems
 Bellcore TR-NWT-000505, Issue 3, May 1991, LSSGR Section 5, Call Processing
 Bellcore LSSGR TR-TSY-000511
 Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria
 ANSI T1.105-1995

Network Interface Device

Bellcore Technical Advisory TA-TSY-000120, “Customer Premises or Network Ground Wire”
 Bellcore Generic Requirement GR-49-CORE, “Generic Requirements for Outdoor Telephone Network Interface Devices”
 Bellcore Technical Requirement TR-NWT-00239, “Indoor Telephone Network Interfaces”
 Bellcore Technical Requirement TR-NWT-000937, “Generic Requirements for Outdoor and Indoor Building Entrance”

Interconnection

Trunking Interconnection

GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994
 GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994
 FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition
 ANSI T1.111

ANSI T1.112

ANSI T1.113

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

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

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

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

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

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

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

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

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

ANSI T1.114-1992, American National Standard for Telecommunications – Signaling System Number 7 (SS7) – Transaction Capabilities Application Part (TCAP)

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

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

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

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

Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service

Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks-Signaling

Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications

Bellcore Standard FR-NWT-000476

ANSI Standard T1.206

Electrical/Optical Interfaces

Bellcore Technical Publication TR-INS-000342, High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations;
Ameritech Technical Publication TR-NIS-000111, Ameritech OC3, OC12 and OC48 Service Interface Specifications; and
Ameritech Technical Publication AM-TR-NIS-000133, Ameritech OC3, OC12 and OC48 Dedicated Ring Service Interface Specifications.

Collocation

Bellcore Network Equipment Building Systems (NEBS) standards TR-EOP-000063
National Electrical Code (NEC) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)
TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)
TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993
Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electrical Cables, Field Splices, and Connections for Nuclear Power Generating Stations
National Electrical Code (NEC) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)
TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988
TR-EOP-000151, Generic Requirements for 24-, 48-, 130- and 140- Volt Central Office Power Plant Rectifiers, Issue 1 (Bellcore, May 1985)
TR-EOP-000232, General Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985)
TR-NWT-000154, General Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992)
TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992)
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)
TR-NWT-001275, Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993
Underwriters' Laboratories Standard, UL 94

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

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

Rate Element	Billing Company
End Office Termination	Coast
Local Transport (Tandem) Termination	50% Ameritech
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	Ameritech
Tandem Switching	Ameritech
Entrance Facility	Ameritech

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

Rate Element	Billing Company
End Office Termination	Coast
Local Transport (Tandem) Termination	50% Ameritech
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	Ameritech
Tandem Switching	Ameritech
Entrance Facility	Ameritech

SCHEDULE 7.1

BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES

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

1.0 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.0 BILLING AND COLLECTION SERVICES

2.1 Billing Services

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

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

Coast 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

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

- Collecting payments remitted by Coast'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 Coast remains delinquent in excess of thirty (30) days, or in the event telephone service to a delinquent account is terminated, Coast 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 Coast 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 Coast, less:

- a. All charges due Coast 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.

Coast 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 Coast 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

Coast 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 Coast 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

Coast 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 Coast to Ameritech within one-hundred twenty (120) calendar days from the date of the message. The form and procedure of this notice is specified in **Exhibit C**.

8.0 TAXES

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

8.2 Taxes on Ancillary Services. Coast 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 Coast of this information and pursuant to this Agreement Coast shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to Ameritech. Coast 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

Coast shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer's request. Coast 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 Coast 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
Coast 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 Coast within three (3) business days of receiving the following information. Fax completed page to the Resale Service Center at 1-800-260-5480.

Coast _____

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 Coast 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.
- Coast 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 (Coast branding not currently available). Collect, Calling Card and third number calls can be completed.
 - c) Automated coin toll services (ACTS) – ACTS calculates charges, relates the charge to Coast, and monitors coins deposited before connecting the 1+ intraLATA call.
3. Line Information Database (LIDB) Validation – mechanized queries to a LIDB for billing validation.
4. Branding – the ability, when available, to put Coast'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 Coast's brand on that portion of the OS call going out to the called/billed party.

B. Rate Application – Ameritech will provide Operator Services and will bill Coast 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 Coast for those calls for which there are no records. However, if within ninety (90) days, actual data should become available, Ameritech may bill and Coast agrees to be responsible for those calls using actual data.

C. Rate Table.

See Item ____ of the Pricing Schedule.

Directory Assistance

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

1. Home NPA Directory Assistance – those calls in which the Customer dials “1+411”, “411”, “1+555-1212” or “555-1212” or “1+Area Code +555-1212” or such other numbers as designed by Coast 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.
3. Branding – the ability to put messages on the front end of a DA call that is directly trunked into Ameritech's DA switch.

B. Rate Table – See Item ____ of the Pricing Schedule.

^{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.

SCHEDULE 9.2.1

LOCAL LOOPS

Subject to **Section 1.1** of **Schedule 9.5**, Ameritech shall allow Coast 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 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer) and terminates in a 2-Wire interface at 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 T1.601-1998 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 both ends of the loop 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 applicable technical standards.

“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 TR28. HDSL 2W are available only where existing copper facilities can meet the TR28 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 TR28 and AM TR-TMO-000123. HDSL 4W are available only where existing copper facilities can meet the TR28 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. This is not available beyond applications in existence on the effective date of this Agreement.

“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

NETWORK INTERFACE DEVICES

Ameritech's Network Interface Device ("NID") is a Network Element that utilizes a cross-connect device to connect Unbundled Local Loops to Ameritech inside wiring.

Ameritech will permit Coast to connect Coast's loop to the inside wiring of the Customer's premises through Ameritech's NID, where necessary. Coast must establish the connection to Ameritech's NID through an adjoining NID which is installed by Coast and serves as the network interface or demarcation for Coast's loop.

Maintenance and control of premises (inside wiring) is under the control of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

SCHEDULE 9.2.3

UNBUNDLED SWITCHING CAPABILITY

1.0 Unbundled Local Switching. The unbundled local switching capability Network Element (“ULS”) is defined as:

- (1) line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;
- (2) trunk-side facilities, which include the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and
- (3) all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:
 - (a) the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to Ameritech’s Customers, such as a telephone number, white page listing, and dial tone;
 - (b) access to OS/DA and 9-1-1;
 - (c) all other features that the switch provides, including custom calling, CLASS features and Centrex; and
 - (d) The custom routing functions that are required under this Agreement that are available from the switch.

ULS may be subscribed to on a per port basis with the requirement of a minimum of one ULS trunk port. Each Centrex port must be associated with a Centrex Common Block.

When ULS is provided by an Ameritech Switch, Coast will receive Customer Usage Data and billing information in accordance with the requirements of **Section 10.16**.

2.0 Unbundled Tandem Switching.

2.1 The unbundled Tandem Switching Capability Network Element (“UTS”) is defined as:

- (1) an unbundled Network Element in Ameritech’s Class 4 non-TOPS digital Tandem Switches, which includes DS1-level Interconnection with the dedicated Tandem Switch trunk ports at the Digital Signal Cross-Connect (DSX) frame.

- (2) the basic switching function of creating a temporary transmission path that connects Coast's UTS trunks to other UTS trunks which can be used to deliver traffic to Ameritech, IXCs, ICOs, CMRS, and other LECs interconnected to the Tandem Switch. Coast must establish interconnection arrangements or enter into 251/252 agreements with all Telecommunications Carriers it exchanges traffic through UTS.

2.2 Interconnecting trunk types (i.e., signaling and recording characteristics) offered include FGD, IMT, Access Toll Connecting Trunks and OS/DA. Signaling support includes MF and SS7 and any signaling conversions between these signaling formats.

2.3 Variations in Tandem Switching equipment used to provide service in specific locations may cause differences in the operation of certain features.

2.4 UTS will provide to Coast all available basic Tandem Switching functions and basic capabilities that are centralized in the Tandem Switch (and not in End Office Switches), including the following functions Ameritech makes available to its Customers:

- (1) Routing of calls from inbound UTS trunk ports to outbound UTS trunk ports; and
- (2) Routing of Equal Access or Operator Service calls from an inbound UTS trunk port to an outbound trunk based on the CIC forwarded by the inbound trunk.

2.5 Translations, screening, blocking, and route indexing are provided pursuant to Coast's Bona Fide Request. Ameritech will provide the foregoing features and/or capabilities only if technically feasible and upon agreement by Coast to pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining such features and/or capabilities. Variations in the Tandem Switching equipment or translation and screening used to provide service in specific locations may cause differences in the operation of the element.

SCHEDULE 9.2.3A

PROMOTIONAL UNE PLATFORM AND UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

- 1.1 Ameritech will provide to Coast certain items as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by Coast to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions.
- 1.2 This Schedule terminates the earlier of (1) the date this Agreement itself terminates without reference to this Schedule or (2) the date Ameritech's obligations cease under the FCC Merger Conditions.

2. PROMOTIONAL UNE PLATFORM

- 2.1 Ameritech will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the "promotional UNE platform") to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999. When Ameritech provides the promotional UNE platform, Coast will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, Coast will pay an additional charge to compensate Ameritech for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should Coast's order require an assembly charge prior to establishment of such charge, Ameritech will bill and Coast will pay after such charge is established. Provision of the promotional UNE platform is subject to Coast's qualification and compliance with the provisions of the FCC Merger Conditions.
- 2.2 IF CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, Ameritech's provision and Coast's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall

be governed by the rates, terms, and conditions as currently contained in this Agreement without reference to this Schedule. Should such provisions not be contained in this Agreement without reference to this Schedule Ameritech's provision and Coast's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in this Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in this Agreement.

- 2.3 Notwithstanding 2.1 and 2.2 above, Ameritech shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Agreement (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Agreement changes, the Promotional UNE Platform will automatically change to the same extent.

- 2.3.1 Ameritech will provide the Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on Ameritech's informational Internet site for interconnecting carriers.

3. CONFLICTING CONDITIONS

- 3.1 If any of the FCC Merger Conditions in this Schedule and conditions imposed in connection with the merger under state law grant similar rights against Ameritech, Coast shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Schedule if Coast has invoked substantially related conditions imposed on the merger under state law in accordance with the FCC Merger Conditions.

4. SUSPENSION OF CONDITIONS

- 4.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional offering and other provision described in this Schedule shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by Coast or provisioned by Ameritech after the date of such termination or order or finding. Thereafter, Ameritech's continued provision and Coast's payment for any service or item originally ordered or provided under this Schedule shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Schedule. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

5. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

5.1 The Interim Shared Transport Capability of ULS-IST

- 5.1.1 Interim Shared Transport capability of ULS-IST refers to all transmission facilities connecting Ameritech's switches which can be shared by more than one LEC, including Ameritech. These facilities include those between Ameritech's End Office Switches, between Ameritech's End Office Switch and Ameritech's Tandem Office Switch, and between Ameritech's Tandem Office Switches.
- 5.1.2 Ameritech will not require use of dedicated transport or customized routing to complete calls using ULS-IST. Ameritech will make available a modified version of transiting that does not require a dedicated end office integration ("EOI") transit trunk.
- 5.1.3 To allow Coast, if it subscribes to ULS-IST, to originate and complete traffic through Ameritech's network to non-Ameritech switches, Ameritech provides a transit function ("Interim Shared Transport-Transit"). The Interim Shared Transport-Transit function provided herein will permit Coast subscribing to Ameritech's ULS-IST to use shared facilities and not dedicated transport between Ameritech's Central Offices and other carrier's switches providing local, wireless, or interexchange services.

- 5.14 Therefore, all Coast's traffic between Ameritech switches will utilize Interim Shared Transport and all Coast's traffic to non-Ameritech switches will utilize the transit function of Interim Shared Transport.
- 5.15 The Interim Shared Transport rate will be a blend of Interim Shared Transport and Interim Shared Transport-Transit. Ameritech reserves the right to establish separate rates for interim Shared Transport and Interim Shared Transport-Transit.
- 5.16 Access to Interim Shared Transport will be provided only though ULS-IST subscribed to by Coast and dedicated to Coast's Customers.
- 5.17 To provide access to ULS-IST, Ameritech will utilize its existing routing tables contained in Ameritech switches when Coast subscribes to ULS-IST in this Schedule.
- 5.18 If Coast elects to use ULS-IST, then custom routing will not be provided. Coast cannot mix the use of ULS-IST and custom routing within an Ameritech End Office Switch for local and intraLATA toll traffic. The only exception is when Coast, subscribing to ULS-IST, chooses to custom route its operator services and/or directory assistance calls to dedicated transport bound for its OS/DA provider (including Ameritech's telecommunications carrier branded OS/DA Service).

5.2 ULS-IST Rating

- 5.2.1 Ameritech will charge Coast ULS rates as set forth in the applicable Ameritech Pricing Schedule.
- 5.2.2 Ameritech will also charge Coast using Ameritech's ULS-IST a usage-sensitive shared transport rate. The Interim Shared Transport rate is based upon a blend of direct and tandem-routed traffic and either local switch usage at the terminating Ameritech end office or transiting and applicable termination charges for traffic to a non-Ameritech end office. Ameritech will not charge a Coast using Ameritech's local switching for usage at the terminating switch to which Coast's traffic is delivered by shared transport facilities. Ameritech will not create message records for terminating usage under the FCC Conditions.
 - 5.2.2.1 All local and intraLATA traffic is billed from the originating record.

5.2.2.2 Because the originating Telecommunications Carrier is billed for terminating switching, compensation to the terminating carrier is not necessary.

5.2.3 Rating for the Interim Shared Transport capability of ULS-IST will occur in the following manner:

5.2.3.1 The Interim Shared Transport usage rate will apply to all ULS minutes of use.

5.2.3.2 The Interim Shared Transport usage rate has been reduced to account for intraswitch traffic that does not use Interim Shared Transport.

5.2.3.3 The Interim Shared Transport usage rate will apply in addition to the ULS usage charge.

5.2.3.4 The Interim Shared Transport usage rate is based on average transport utilized and average termination costs based on a blend of the following traffic:

5.2.3.4.1 Direct routed traffic terminating to an Ameritech end office.

5.2.3.4.2 Tandem routed traffic terminating to an Ameritech end office.

5.2.3.4.3 Direct routed traffic terminating to a non-Ameritech end office.

5.2.3.4.4 Tandem routed traffic terminating to a non-Ameritech end office.

5.2.4 The Interim Shared Transport usage charge per minute of use is set forth in the Pricing Schedule.

5.3. Access Charge Settlement Methodology

5.3.1 Where a Customer served by Coast using Ameritech's ULS-IST makes or receives intraLATA or interLATA traffic carried by an interexchange carrier ("IXC"), Ameritech will collect its relevant access charges from the interexchange carrier. Based upon originating and terminating usage factors, Ameritech will then make payment to (or receive payment from) Coast based on the difference between the access charges and the

applicable charges for the Network Elements used by Coast to provide the access service.

5.3.2 A factoring approach will be used to reimburse Coast for access usage (originating and terminating). Factoring occurs in the following manner:

5.3.2.1 The statewide aggregate average quantity of both originating and terminating exchange access minutes of use (“MOU”) was determined for a ULS-IST Line Port.

5.3.2.2 These MOUs were then multiplied by Ameritech’s average access rates to generate a credit for access per ULS-IST Line Port.

5.3.2.3 The average originating MOUs were then multiplied by the ULS and Interim Shared Transport usage rates and the terminating MOUS were multiplied by the Interim Shared Transport usage rate. These were totaled to create a debit for use of Ameritech’s network.

5.3.2.4 The difference between the access credit and the ULS Interim Shared Transport debit will be applied to Coast’s ULS-IST billing. The adjustment will be made per ULS-IST Line Port on a monthly basis.

5.4 The ULS-IST access credit is set forth in the applicable Appendix Pricing.

5.5 Retroactive True-Up

5.5.1 Upon issuance of a final and non-appealable Order by the Commission that modifies: 1) the Interim Shared Transport MOU rate set forth in ULS-IST section of the Pricing Schedule; and/or 2) the access charge settlement methodology set forth in the ULS-IST section of the Pricing Schedule, the Parties agree to substitute such modified rate or methodology on a prospective basis. In addition, the Parties shall retroactively true-up the amounts the Parties have previously paid and/or received such that each Party receives and/or pays the same level of compensation it would have received and/or paid had the Commission’s final and non-appealable order originally applied in lieu of the MOU rate and/or methodology set forth above.

5.5.2 Ameritech will not be required to provide the retroactive true-up for any period prior to the Agreement-Effective Date.

SCHEDULE 9.2.4

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 (subject to any restrictions permitted under Applicable Law) between Central Offices owned by Ameritech or between Central Offices owned by Ameritech and Coast, as provided on this **Schedule 9.2.2.**

1. Subject to **Section 1.4** below, Ameritech shall make available to Coast 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 Coast exclusive use of such facilities. In each Central Office, Coast will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Central Office. Coast may combine this facility with other unbundled Network Elements it purchases from Ameritech. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2. **“Unbundled dedicated entrance facility”** is a dedicated facility connecting Ameritech’s transmission equipment in the Ameritech Central Office in the Serving Wire Center with Coast’s transmission equipment in Coast’s Central Office for the purposes of providing Telecommunications Services (subject to any restrictions permitted under Applicable Law).

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

SCHEDULE 9.2.5

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 Coast 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 Coast 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 T1.111.2;
- 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 T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is a Coast 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 STPs 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 STPs.

1.1.7. STPs shall provide all functions of the OMAP commonly provided by STPs. This includes:

- 1.1.7.1. MTP Routing Verification Test (MRVT); and
- 1.1.7.2. 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 Coast 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 STPs 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 STPs.

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 Coast-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 link 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 Coast-designated SPOI. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface.

SCHEDULE 9.2.6

OPERATIONS SUPPORT SYSTEMS FUNCTIONS

1.0 Pre-Ordering, Ordering and Provisioning. 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, Coast shall submit orders for such elements via the Access Services Request (ASR) interface.

2.0 Maintenance and Repair. 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 Coast to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

- 1.1 Coast may order, from Ameritech, multiple individual Network Elements on a single order without the need to have Coast 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 Coast provides on the order the same detail as required when such Network Elements are ordered individually.
- 1.2 Ameritech shall provide provisioning services to Coast Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. Coast may request Ameritech to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If Coast 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 Coast's request, a cost-based rate for such services. If Coast 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 Coast 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 Coast 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 Coast as specified in this **Schedule 9.5**.

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

- 1.5 Ameritech will recognize Coast as the Customer of Record of all Network Elements ordered by Coast and will send all notices, invoices and pertinent Customer information directly to Coast.
- 1.6 For those orders submitted by Coast through the Provisioning EI, Ameritech will provide Coast 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 Coast through the Provisioning EI, Ameritech will provide Coast 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 Coast through the Provisioning EI, Ameritech shall provide notification electronically of Coast orders that are incomplete or incorrect and therefore cannot be processed.
- 1.9 If Coast is electronically bonded, as soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Confirmation Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for an unbundled Network Element. Ameritech shall indicate its new Confirmation Due Date as soon as such date is available.
- 1.10 For orders of Network Elements (and NP with the installation of a Loop) that require coordination among Ameritech, Coast and Coast's Customer, Coast shall be responsible for any necessary coordination with Coast Customer.
- 1.11 Ameritech will expedite Coast's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Coast expedite request, Ameritech will notify Coast. If Coast's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Coast shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.
- 1.12 Ameritech's obligation to process Coast's Non-Electronic Orders for unbundled Network Elements, and the rates, terms and conditions applicable to such orders, shall be as described in **Section 10.13.2(b)**.

- 1.13 As described in Schedule 9.2.6 of this Agreement, the pre-ordering functions supported by Ameritech include street address verification and feature availability required to provision Local Switching.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 Coast shall access Ameritech's Unbundled Local Loops via Collocation at the Ameritech Central Office or any other technically feasible method subject to **Section 9.6** 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 Coast's Collocation by means of a Cross-Connection, which shall be an additional charge pursuant to **Section 30.6**.

2.1.2 Ameritech shall provide Coast access to unbundled Loops at the Ameritech Serving Wire Center. In addition, if Coast 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 Coast. If, however, no spare copper or non-integrated Loop is available, Ameritech shall, within two (2) Business Days, notify Coast of the lack of available facilities. Coast may then, at its discretion, submit a Bona Fide Request for Ameritech to provide Coast access to the Unbundled Local Loop, including via the demultiplexing of the integrated digitized Loop(s) or seek dispute resolution pursuant to **Section 27.4**.

2.1.3 If Coast 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), Coast shall compensate Ameritech for its costs incurred to condition or modify such Loop facilities pursuant to **Section 26.7**.

2.1.4 Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Section 29.19** of this Agreement shall not apply to unbundled Loops provided under **Sections 2.1.2** and **2.1.3** of this Schedule, unless the Commission orders otherwise.

2.1.5 If Coast 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, Coast 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 Coast receives no representation, warranty or guarantee with respect to any Unbundled Local

Loops ordered by Coast 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 Coast orders an Ameritech-provided voice-grade non-DS1 Loop to convert **“live”** Ameritech retail Telephone Exchange Service to Coast’s Telecommunications Service provisioned through such unbundled Loop.

2.2.1 Coast 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 Coast 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 Coast 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 Coast requests the New Conversion Time, Coast 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 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 Network Interface Device Capability.

3.1 Ameritech will provide Coast access to NIDs in a manner that will permit Coast to connect its loop facilities to the Customer's inside wiring through Ameritech's NID, as required. Coast shall establish this connection through an adjoining NID provided by Coast.

3.2 Due to the wide variety of NIDs utilized by Ameritech (based on Customer size and environmental considerations), Coast may access the Customer's inside wire by any of the following means:

- (a) Where an adequate length of premises wire is present and environmental conditions permit, Coast may remove the premises wire from Ameritech's NID and connect that wire to Coast's NID;
- (b) Enter the Customer access chamber or "**side**" of "**dual chamber**" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the premises wire through a suitable "**punch-out**" hole of such NID enclosures;
- (c) Enter Ameritech's loop terminal enclosure located at a multiple dwelling unit ("**MDU**") for the purpose of accessing Customer premises wire and extending such wire to Coast's own adjoining NID; or
- (d) Request Ameritech to make other rearrangements to the premises wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., Coast, its agent, the building owner or the Customer).

To the extent that Ameritech completes any of the work described in this **Section 3.2**, Ameritech shall bill the time and materials charges associated with such work to the party that requested such work (i.e., Coast, its agent, the building owner or the Customer).

3.3 In no case shall Coast remove or disconnect Ameritech's loop facilities from Ameritech's NIDs, enclosures, or protectors.

3.4 In no case shall Coast remove or disconnect ground wires from Ameritech's NIDs, enclosures, or protectors.

3.5 Maintenance and control of premises wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's premises wire must be resolved by the Customer.

3.6 Due to the wide variety of NID enclosures and outside plant environments, Ameritech will work with Coast to develop specific procedures to establish the most effective means of implementing this **Section 3.0**.

4.0 Unbundled Local Switching

4.1 Access to Unbundled Local Switching.

4.1.1 Coast shall access Ameritech's Unbundled Local Switching via Collocation at the Ameritech Central Office where that element exists and each line-side and/or trunk-side port will be delivered to Coast's Collocation by means of a Cross-Connection, which shall be an additional charge.

4.1.2 Ameritech shall provide Coast access to its Unbundled Local Switching at each of Ameritech's Central Offices and will provide Coast all available basic local switching functions and basic capabilities the switch is capable of providing which Ameritech currently makes available to its local Customers, or for which Ameritech OSS functions are capable of provisioning pursuant to a Bona Fide Request.

4.1.3 Unbundled Local Switching also provides access to additional features and capabilities that the switch has available for activation. Coast has the capability of activating these features on a line-by-line basis via an electronic interface. The additional features available for activation on the basic Unbundled Local Switching include:

- (a) vertical features;
- (b) Custom Calling, Custom Local Area Signaling Service features ("CLASS") features; and
- (c) Centrex features.

4.1.4 Other basic and/or additional capabilities, functions and features that are not then available for activation on the switch may be requested as optional special capabilities. Ameritech will provide these special capabilities if technically feasible and upon Coast's Bona Fide Request. Coast will pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the requested capability.

4.1.5 Ameritech will provide any technically feasible custom routing of traffic through Unbundled Local Switching by class of call (e.g., operator, directory assistance, 9-1-1, toll, local, etc.). Ameritech will develop and provide any requested custom routing the switch is capable of providing, upon agreement by Coast to pay recurring and nonrecurring costs of developing, installing, updating, providing and maintaining such custom routing.

4.1.6 The custom routing feature enables Coast to specify special routing, by class of call, all traffic originating in its unbundled local switch using any technically feasible routing capability of that switch. Variations in the End Office switching equipment used to provide service in specific locations may cause differences in the operation of certain features. Switch feature functionality capabilities that are not otherwise available (i.e., features that the switch is capable of providing) will be developed on an individual basis through the Bona Fide Request process and will be installed, updated, maintained and provided following Coast's agreement to pay the applicable costs.

4.2 Provisioning of Unbundled Local Switching.

The following coordination procedures shall apply for conversions of **“live”** Telephone Exchange Services to unbundled Network Elements:

4.2.1 Coast shall request ULS from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a **“Service Order”**) using the Provisioning EI. In addition, pre-ordering functions are supported via electronic data interchange (EDI) format as utilized for Resale Services. Within forty eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide Coast the FOC that sets forth the Confirmation Due Date by which the ULS ports covered by such Service Order will be installed.

4.2.2 Coast shall request the development and establishment of a custom routing pattern via Ameritech's ULS Custom Routing Translation Form. While the custom routing pattern is being developed, Coast must either: (a) defer activation of the ULS port until the routing pattern is established or (b) offer the Customer resale on an interim basis.

4.2.3 Ameritech and Coast shall coordinate to designate, at least forty-eight 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”**).

4.2.4 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 Coast requests the New Conversion Time, Coast shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

4.2.5 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 Network Element at Coast 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.

4.2.6 When ordering ULS, Coast may order from Ameritech separate interLATA and intraLATA capabilities (i.e., 2 PICs where available) on a line basis.

4.2.7. Unless otherwise directed by Coast and to the extent technically feasible when Coast orders ULS, all telephone numbers currently associated with that line port shall be retained without loss of feature capability.

4.2.8 Ameritech’s provision and Coast’s use of ULS shall be subject to the provisions of **Section 7.1** and **Schedule 7.1**.

4.2.9 ULS shall provide to Coast equivalent functionality of blocking calls (e.g., 900, 976, Ancillary Services Traffic and international calls) as provided to Ameritech’s retail Customers. When ordering, Coast shall elect whether it wants Ameritech to (i) reject or (ii) provision the PIC only change when Ameritech is notified through the Customer Access Record Exchange (CARE) system that a Coast Customer has changed its PCI from one IXC to another IXC.

4.3 **Unbundled Tandem Switching.** UTS creates a temporary transmission path between interoffice trunks that are interconnected at a switch for the purpose of routing a call or calls. UTS is ordered using electronic interfaces. Trunk-side ports are ordered using the Access Service Request (“**ASR**”) which provides for electronic ordering based on industry standards adopted through OBF. ASR is the process used as of the Effective Date to order Exchange Access Services. Both pre-ordering and ordering functions and access to associated Operations Support Systems functions are supported electronically through these interfaces.

4A.0 UNE Platform [See Schedule 9.2.3A]

5.0 Interoffice Transmission Facilities.

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

5.1.1 As a dedicated transmission path (e.g., DS1, DS3, OC3, OC12 and OC48) dedicated to Coast as described in **Section 1.1** of **Schedule 9.2.4**.

5.1.2 As a shared transmission path as described in **Section 1.3** of **Schedule 9.2.4**.

5.2 Where Dedicated Transport or Shared Transport is provided, it shall include (as appropriate):

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

5.2.2 The following optional features are available; if requested by Coast, at additional cost:

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

5.2.2.2 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.

5.2.2.3 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.

5.3 Ameritech shall:

5.3.1 Provide Coast exclusive use of Interoffice Transmission Facilities dedicated to Coast 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 Coast, in the case of Shared Transport;

5.3.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Coast could use to provide Telecommunications Services;

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

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

5.4 Technical Requirements.

This **Section 5.4** sets forth the technical requirements for Dedicated Transport:

5.4.1 When Ameritech provides Dedicated Transport as a facility, the entire designated transmission facility (e.g., DS1, DS3, OC3, OC12, and OC48) shall be dedicated to Coast designated traffic.

5.4.2 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.

5.4.3 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.

5.4.4 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.

5.4.5 When requested by Coast, 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 Coast, Ameritech shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by Coast). Any request by Coast for diversity shall be subject to additional charges subject to **Section 26.7**.

5.4.6 Upon Coast's request and its payment of any additional charges, subject to **Section 26.7** Ameritech shall provide immediate and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, Coast's traffic.

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

5.4.7.1 DS1 (Extended SuperFrame - ESF, D4);

5.4.7.2 DS3 (M13 shall be provided);

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

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

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

6.0 Signaling Networks and Call-Related Databases

6.1 Signaling Networks.

6.1.1 For unbundled access to Ameritech's SS7 network, Coast must collocate within each of Ameritech's STP central offices which serve the desired geographic area. Coast may also obtain bundled SS7 service under access tariff. Coasts interconnection arrangement with Ameritech's SS7 network will be described in the Implementation Plan.

6.1.2 If Coast 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 Coast access to Ameritech's signaling network for each of Coast's switches when Coast 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 Coast to link its own STPs directly to Ameritech's switch or call-related databases.

6.1.3 If Coast has its own switching facilities, Ameritech shall provide Coast access to STPs to each of Coast'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 Coast's switch to Ameritech's STP, or linking Coast'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 Coast's own STPs to Ameritech's switch or call-related databases or (iii) unbundle an SCP from its associated STP.

6.1.4 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 Coast's switch is compatible with Ameritech's SS7 network;
- Certification that Coast's switch is compatible with Ameritech's AIN SCP;
- Certification that Coast'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 Coast, so that Ameritech can provide sufficient SS7 resources for Coast and all other Coasts;
- Mechanisms to control signaling traffic at agreed-upon levels, so that Ameritech's SS7 resources can be fairly shared by all Coasts;
- 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.

6.2 Call-Related Databases.

6.2.1 For purposes of switch query and database response through a signaling network, Ameritech shall provide Coast access to its call-related databases as required by the UNE Remand Order, 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.

6.2.2 If Coast purchases Unbundled Local Switching, Coast may, upon request, use Ameritech's SCP in the same manner, and via the same signaling links, as Ameritech. If Coast has deployed its own switch, and has linked that switch to Ameritech's signaling system, Coast shall be given access to Ameritech's SCP in a manner that allows Coast to provide any call-related, database-supported services to Customers served by Coast'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 Coast access to call-related databases in a manner that complies with the CPNI requirements of Section 222 of the Act.

6.2.3 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 Coast so that Ameritech can provide sufficient resources for other Coasts, 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.

6.3 Service Management Systems.

6.3.1 Ameritech shall provide Coast 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 Coast equivalent access to the SMS to design, create, test, and deploy AIN applications on Ameritech's Advanced Intelligent Network.

6.3.2 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.

6.3.3 Ameritech shall provide access to its SMS in a manner that complies with the CPNI requirements of Section 222 of the Act.

7.0 **Operations Support Systems Functions**

7.1 Ameritech shall provide Coast access to, and Coast shall use, all available Operations Support Systems functions.

7.2 Ameritech shall also provide Coast access to and Coast 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.

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 Ameritech Michigan's Resale Tariff(s) and Informational Tariff No. 20U.

SCHEDULE 10.1.2

FORM OF AGREEMENT TO ASSUME AMERITECH CONTRACTS

This Agreement to Assume Ameritech Contracts is delivered by [Coast], a _____ corporation with offices at _____ ("Coast") 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 March 18, 2000 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 Coast to Ameritech of any Service Order by which Coast 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.), Coast 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.

Coast 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 Coast by the Customer in accordance with the provisions of such retail contract. Coast 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 Coast.

ACCEPTED AND AGREED:

Coast:

Signature:

Date:

SCHEDULE 10.11.2

PROCEDURES FOR THE SELECTION OF PRIMARY LOCAL EXCHANGE CARRIERS

In the event that Coast submits an order under this Agreement, and the Customer notifies Ameritech within the greater of ninety (90) days or two (2) billing cycles of the date Coast submitted such order that it did not authorize Coast to provide local exchange Telecommunications Services to the Customer, Coast must provide Ameritech with that Customer's Letter or Documentation of Authorization within three (3) Business Days after receipt of Ameritech's request. In the event that Coast cannot provide the Letter or Documentation of Authorization within three (3) Business Days, Coast must within three (3) Business Days thereafter:

- notify Ameritech to change the Customer back to the Local Exchange Carrier that provided service to the Customer before the change to Coast was made, and
- provide any information and billing records Coast has obtained relating to such Customer to the prior carrier; and
- pay Ameritech \$50.00 per line to compensate Ameritech for switching the Customer back to the original carrier.

The Parties will implement the protections against unauthorized switching of local exchange service providers adopted by the Commission in Docket U-11900.

SCHEDULE 10.12.5

LAW ENFORCEMENT INTERFACES

1.0 Introduction. Consistent with Applicable Law, it is necessary for Coast and Ameritech to provide interface requirements to allow Coast 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 Coast 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 Coast (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 Coast 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. Coast (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. Coast 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 Coast Customers who have received annoying calls. AACB will build case for and establish tap for twenty-one (21) days. Coast shall contact the AACB to renew the tap beyond twenty-one (21) days.

3.2.4. The AACB shall provide to Coast 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, Coast shall advise its Customer to contact its local Law Enforcement Agency and to provide Coast with required information to initiate a tap or call trace. Coast will contact AACB during standard operating hours to establish a case. For emergency (life threatening) situations, Coast 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 Coast representatives with an emergency security contact number.

3.2.7. Coast's Customer must contact Coast with the dates and times of the unwanted calls. Coast 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 Coast informing Coast 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 Coast provided to the AACB. Coast shall inform its Customer of the results of the investigation.

3.2.9. If Coast Customers call Ameritech to initiate an annoying call report, Ameritech shall advise the person receiving the annoying or harassing to call Coast.

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 Coast 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 Coast 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 Coast 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 Coast Customer (via Coast) or court order, law enforcement officials request a record of calling numbers to the premises of Coast Customer.

6.2. Central Office Features - Call Trace is an advanced custom calling feature which provides Coast 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 Coast Customers. If the law enforcement agency serves Coast the original subpoena, Coast 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 Coast 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 Coast'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 Coast 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 Coast Customer or an Ameritech Customer.

3. Ameritech shall provide Coast with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to Coast under this Schedule that it currently provides for the maintenance of its own network. Ameritech shall provide Coast notice of any scheduled maintenance activity which may impact Coast'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 Coast Customers. Ameritech shall provide maintenance as promptly as possible to maintain or restore service and shall advise Coast promptly of any such actions it takes.

5. Coast 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 Coast Customers before the Maintenance EI is established between Coast and Ameritech or if the Maintenance EI is subject to temporary interruption, then Coast 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 Coast 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 Coast via the Maintenance EI. Ameritech shall inform Coast of restoration of Resale Service after an outage has occurred.

8. Maintenance charges for premises visits by Ameritech technicians shall be billed by Coast 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 Coast Customer premises shall be accomplished by Ameritech pursuant to a request received from Coast. The gateway provided by Ameritech for the Maintenance EI shall allow Coast 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 Coast, 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 Coast expedited request, Ameritech will notify Coast. If Coast's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Coast 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 Coast of problems, initiating restoration plans and advising Coast of the status of resolution;

(d) Definition of a disaster; and

(e) Equal priority, as between Coast 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) Coast reports to Ameritech a trouble report with respect to a Resale Service, Coast, (ii) Ameritech dispatches a technician, and (iii) such trouble was not caused by Ameritech's facilities or equipment, then Coast 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 Coast 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 Coast Customer order for all desired features and services;
- d) Assign a telephone number (if Coast 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 Coast Customer's choice of primary interexchange carrier on a single, unified order; and
- j) Suspend, terminate or restore service to a Coast 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, Coast shall be entitled to place orders to transfer a Customer to Coast 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 Coast's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Coast expedite request, Ameritech will notify Coast. If Coast's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Coast shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.

SCHEDULE 10.18

FORM OF REPRESENTATION OF AUTHORIZATION ^{1/}

This Representation of Authorization is delivered by Party 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 _____, 2000 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.

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 authorizes 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

¹ For purposes of this **Schedule 10.18**, “**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 10.18**, each Party shall deliver to the other Party a Representation of Authorization in the form of this **Schedule 10.18**.

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.
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 from that 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 from, any and all Losses resulting from Party B's reliance upon Party A's representations as to its 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 representation 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 _____ 2000.

PARTY A

By: _____

Title: _____

Printed Name: _____

SCHEDULE 12.3

NON-STANDARD COLLOCATION REQUEST

1. Ameritech shall promptly consider and analyze the submission of a Non-Standard Collocation Request (“NSCR”) that Ameritech provide: (a) an ILEC Collocation method not otherwise provided hereunder at the time of such request, (b) Adjacent Collocation, (c) Non-Standard Bay or Rack Collocation, or (d) an increment of space not otherwise provided hereunder at the time of such request, in each case in specific Ameritech Premises.
2. An NSCR shall be submitted in writing to the NSCR Manager noted on the NSCR Form attached hereto as Attachment 1 and shall include all information necessary for Ameritech to review and analyze such NSCR.
3. Within five (5) Business Days of its receipt, Ameritech shall acknowledge receipt of the NSCR.
4. Within ten (10) Business days (the “**Collo Analysis Period**”) of its receipt of all information required to be provided on the NSCR Form, Ameritech shall notify (the “**Collo Analysis**”) Coast whether Ameritech will offer such NSCR or will provide an explanation as to why Ameritech will not make such NSCR available, including, but not limited to, a description of any technical issues or local, state or federal requirements that Ameritech claims prevent deployment. If Ameritech will offer the NSCR, Ameritech shall provide Coast a price quote and estimated availability date for such development (the “**NSCR Quote**”). Ameritech shall provide an NSCR Quote as soon as feasible, but in any event not more than thirty (30) calendar days from the date Ameritech received such NSCR and all necessary information to process such NSCR.
5. Within twenty (20) Business Days of its receipt of the NSCR Quote, Coast must either confirm its order pursuant to the NSCR Quote or such request shall be cancelled.
6. Coast may cancel an NSCR at any time, but shall pay Ameritech’s reasonable costs of processing and/or implementing the NSCR up to the date of cancellation, subject to **Section 30.6**.
7. Unless Coast agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

**FORM OF
NON-STANDARD COLLOCATION REQUEST FORM^{1/}**

Attachment 1

1) Requested by

(Company Name)

(Address)

(Contact Person)

(Facsimile Number)

(Phone Number)

(Date of Request)

(Optional: E-Mail Address)

2) Please classify your requested Collocation arrangement:

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

^{1/} Fax completed form to Ameritech's NSCR Manager at (248) 483-3738.

"DW # 269042"

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3) The requested Collocation method will be used to:

- ☐ Interconnect with Ameritech's network; and/or
- ☐ Access Ameritech's unbundled Network Elements

Please provide a description of all equipment you intend to Collocate (use additional sheets of paper, if necessary).

4) If ILEC Collocation, please provide the name of the ILEC offering such Collocation method and attach complete copies of all rates, terms and conditions of the approved Section 251/252 agreement or effective tariff that describes such Collocation offering.

5) Is there anything custom or specific about the manner that you would like this ILEC Collocation method to be offered?

6) If possible, please include a drawing or illustration of how you would like the ILEC Collocation method to Interconnect with Ameritech's network, Premises or other facilities.

7) List the specific Ameritech Premises in which you want the ILEC Collocation method (use additional sheets of paper, if necessary).

- 8) Please indicate any other information that could assist Ameritech to evaluate your request for the specific ILEC Collocation method (use additional sheets of paper, if necessary).

- 9) Why have you requested the ILEC Collocation method in lieu of ordering an Ameritech Standard Collocation offering? What benefits (rates, terms or conditions) do you believe the requested ILEC Collocation method will provide? (Optional)

- 10) If you are requesting Adjacent Collocation, please describe the Adjacent Collocation you seek to deploy? Please include a description of all telecommunications equipment that you presently expect to place in the Adjacent Structure that will be used to connect with Ameritech. (Attach additional sheets, if necessary).

- 11) Please attach a site drawing that illustrates your suggested placement of the Adjacent Structure, any connecting facilities or utilities (e.g., power), and Ameritech's Premises.

- 12) Please provide a specific description of the Adjacent Structure, structural and mechanical, and a list of all requirements you wish Ameritech to provide, including AC and DC power.

- 13) Please attach true and correct copies of all approvals (governmental or otherwise) that you have received with respect to the placement of the Adjacent Structure and any necessary connecting facilities.

- 14) If you are requesting Collocation of equipment with other than Standard Bay or Rack dimensions, please attach a fully completed Collocation order form and note such equipment dimensions in the Remarks section of that form.

- 15) If you are requesting APCS in increments other than fifty (50) square feet, or New Shared Cage Collocation in increments other than fifty (50) square feet, please attach a scale drawing indicating the requested dimensions.

- 16) Collo Analysis cost payment option (Check one, applies to ILEC Collocation and Adjacent Collocation only).

- ☐ \$2,000 deposit included provided, that the responsibility of [Coast] for Ameritech's costs for Ameritech's Collo Analysis, subject to **Section 30.6**, shall not exceed this deposit.
- ☐ No deposit is made and [Coast] agrees to pay Ameritech's total Collo Analysis costs, subject to **Section 30.6**, incurred up to and including the date Ameritech receives notice of cancellation.

Coast

By: _____
Its: _____

SCHEDULE 12.9.1

PHYSICAL COLLOCATION SPACE RESERVATION

Space for Physical Collocation may be reserved on the following basis:

1. Coast may request to reserve additional space (or bays or racks) in an Ameritech Central Office in which Coast has Physical Collocation for permitted telecommunications-related equipment.
2. A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system (“**Reservation Charge**”) subject to **Section 30.6**.
3. The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being occupied and utilized (e.g., if Coast is utilizing only one (1) bay in a one hundred (100) square foot space, only one (1) bay may be reserved) for Interconnection with and/or access to the Network Elements of Ameritech by Coast in the particular Central Office.
4. The reservation takes a priority based on the date at which it is made.
5. If Ameritech receives an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations, including those made by Ameritech, will be prioritized. The holder(s) of the lowest priority reservation(s) that when considering all higher priority reservations, still represent(s) available space sufficient to partially or completely fill the order(s) for Physical Collocation (each, an “**Option Party**”) will be given written notice of its (their) option of “enforcing” or relinquishing its (their) reservation(s).

In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reservation space (in lieu of the non-recurring Reservation Charge). The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished and the reservation payment is forfeited. A new reservation may be activated by payment of another Reservation Charge, but the new reservation will be given a priority based on the date Ameritech received the reactivation reservation. The holder(s) of the reservation(s) with the next higher priority will be required to enforce or relinquish its (their) reservation(s) until

such time as all Option Parties have either enforced or relinquished its (their) space reservation(s).

6. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by valid reservations of Option Parties with higher priority that have been enforced, the holder's reservation shall be maintained.

7. In a Central Office, Ameritech may reserve space on the following conditions:

- The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.
- The total amount of space reserved cannot exceed the amount of space Ameritech is currently using in the Central Office.

8. Ameritech shall enforce its reservation in the same manner in which Coast and other collocating Telecommunications Carriers shall be required to enforce their reservations. In that case, Ameritech may impute the floor space charge to the operations for which the space is reserved.

9. Except in the context of the assignment of this entire Agreement under **Section 29.8**, Coast may not assign a reservation to any third party, including its Affiliate or a prospective Resident Collocator.

SCHEDULE 12.9.3

COLLOCATION CAPACITY PLANNING

By the end of Contract Month 3, Coast and Ameritech shall jointly develop a planning process for meeting Coast's space and intraoffice facility requirements which shall include the procedures to be followed for Coast quarterly forecast of anticipated additional power requirements.

SCHEDULE 12.12

DELIVERY OF COLLOCATED SPACE

1.0 Delivery of Physical Collocation Space

1.1 Upon receipt of a Collo Response, Coast shall send written verification to Ameritech within twenty (20) Business Days that it still requires each Collocation space requested on Coast's Collo Order for which space is available. This written verification is Coast's firm order for service for each Collocation space requested. Coast's written verification shall be accompanied by Coast's (and, if applicable, each Resident Collocator's) payment of fifty percent (50%) of all applicable Central Office Build Out ("COBO") fees (the "Initial COBO Payment"). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual Delivery Date or, if not received by Ameritech within twenty (20) Business Days of Ameritech's Collo Response, will result in cancellation of the firm order.

1.2 Coast shall pay the COBO charges as follows:

Initial COBO Payment:	50% of COBO charges
The Date which is midway between the initial walk-through and the Delivery Date:	25% of COBO charges
Completion of space conditioning and acceptance walk-through:	÷ 25% of COBO charges

2.0 Additional Rules and Regulations Applicable to Physical Collocation Space

Physical Collocation will be provided subject to the following provisions:

2.1 Coast will be responsible for its pro rata share of any extraordinary costs incurred by Ameritech to prepare the Collocation space for the installation of Coast's equipment and for extraordinary costs to maintain the Collocation space for Coast's equipment on a going-forward basis, subject to **Section 30.6**. Coast's pro rata share will be determined in accordance with a Commission-approved methodology. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the standby AC system or the existing commercial power facility requirements, installation, maintenance, repair and monitoring of security measures, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

At the initial walk-through referred to in **Section 12.12.2(b)**, Ameritech shall provide to Coast with any information in its possession relating to Coast's requirements for the space. Within ten (10) Business Days after the initial walk-through, Ameritech shall provide to Coast a written proposal (the "**Collo Proposal**") that includes the extraordinary costs associated with such space, subject to **Section 30.6**, the expected Delivery Date and an estimated date for Coast's second COBO payment, as provided in **Section 1.2**. Coast shall acknowledge acceptance of the charges in the Collo Proposal by signing it and returning a copy to Ameritech within fifteen (15) Business Days after Ameritech provides it to Coast.

2.2 Coast will be responsible for notifying Ameritech of any significant outages of Coast's equipment which could impact any of the services offered by Ameritech, and provide estimated clearing time for restoration.

2.3 Coast is responsible for coordinating with Ameritech to ensure that services are installed in accordance with the service request.

2.4 Coast is responsible for testing, if necessary, with Ameritech to identify and clear a trouble when the trouble has been sectionalized (isolated) to a Coast-provided service.

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, Coast shall obtain Ameritech's written approval of Coast's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities, which approval shall not be unreasonably withheld or delayed. Ameritech may request additional information before granting approval and may require scheduling changes. Coast must submit written plans for equipment to be installed in the Collocation space prior to commencing installation.

2.6 Ameritech has the right to inspect Coast's completed installation of equipment and facilities and to make subsequent and periodic inspections of Coast's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. Coast shall provide written notification to Ameritech when Coast has completed its installation of equipment and facilities in the Collocation Space, and Ameritech shall, within five (5) business days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify Coast that Ameritech is not exercising its right to inspect such Collocation space at that time and that Coast may turn up its equipment and facilities. Failure of Ameritech to either inspect the Collocation Space or notify Coast of its election not to inspect such space within the foregoing five (5) business day period shall be deemed an election by Ameritech not to inspect the installation at that time and Coast may turn up its equipment and facilities. Coast shall have the right to be present at such inspection, and if Coast is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of Coast's collocated equipment and facilities, Coast shall modify its installation to achieve compliance prior to turning up its equipment and facilities. If Coast is found to be in non-compliance with the terms and conditions of this Schedule, Coast must modify its installation to achieve compliance. Ameritech will notify Coast in advance of such inspections, and Coast shall have the right to be present at the time of the inspection.

2.7 See Schedule 12.12.1 for additional terms and conditions applicable to Physical Collocation.

3.0 Delivery of Virtual Collocation Space

3.1 Ameritech shall allow periodic inspections of Virtual Collocation space where Coast equipment is located.

3.2 Ameritech shall ensure that all applicable alarm systems (e.g., power) that support Coast equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.

3.3 See Schedule 12.12.2 for additional terms and conditions applicable to Virtual Collocation.

SCHEDULE 12.12.1
Additional Terms Applicable to Physical Collocation

1. Physical Collocation must be made in accordance with the provisions specified in Technical Reference Publications AM-TR-EEN-000011 (Ameritech Installation Administrative and Workmanship Requirements) and AM-TR-EEN-000015 (Ameritech Central Office Equipment and Engineering Requirements).
2. Coast must begin use of the Collocation Space for interconnection with Ameritech or for access to Ameritech-provided Unbundled Network Elements via Ameritech Cross-Connection Service for Interconnection (ACCSI) within one hundred eighty (180) days of notice from Ameritech that the Collocation Space is ready for Coast's use and occupancy.
3. The Ameritech will designate floor space within each Central Office, which will constitute the Collocation Space. Coast may order a Collocation Space Enclosure (a lockable 8' high wire mesh perimeter security fence to enclose its Collocation Space as described in 13(0)(1) following) or instead provide its own Collocation Space enclosure. If Coast installs its own Collocation Space Enclosure, the installation must be made in accordance with the specific provisions in Technical Reference Publications AM-TR-EEN-000011 (Ameritech Installation Administrative and Workmanship Requirements) and AM-TR-EEN-000015 (Ameritech Central Office Equipment and Engineering Requirements). If the floor space designated by the Ameritech is already enclosed by a Collocation Space Enclosure, Coast may choose to use the existing enclosure at no charge, provided that Coast assumes the responsibility for any modifications to the enclosure that Coast may make.
4. The Ameritech will maintain Coast's cable and associated equipment, e.g., repeaters, outside the designated Collocation Space. This will include maintenance of, riser cable, cableways, and cable between the manhole and the Collocation Space and cable between the Collocation Space and Cross-Connection Panel from which Ameritech Cross-Connection Service interconnections may be made. Coast's cable and associated equipment shall be maintained only upon request of Coast and with charges on a time-sensitive or time and material basis.
5. Additionally, at the direction Of Coast, the Ameritech will install Coast-provided outside plant entrance cable and riser cable, with charges on a time and materials basis.
6. Coast's Ameritech-approved vendor will be responsible for installing the cable between Coast's Collocation Space and the Ameritech Cross-Connection Panel from which Ameritech Cross-Connection Service interconnections may be made.
7. Coast will be responsible for its pro-rata share of any extraordinary costs incurred by the Ameritech to prepare the Central Office for the installation of Coast's Collocation Space and for extraordinary costs to maintain the Central Office for Coast's Collocation Space on a going forward basis. Extraordinary costs may include but are not limited to costs for such items as

asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system or the existing commercial power facility, conversion of non-Central Office space, compliance with federal and state requirements or other modifications required by local ordinances. Ameritech will charge for these costs on a time-sensitive or time and materials basis. An estimate of such costs plus contribution will be provided to Coast prior to commencing such work. When Coast accepts the estimate, the Ameritech will begin the work and charge Coast for the actual time and material needed to complete the modifications plus a reasonable contribution. In no case will actual charges exceed those estimated by more than 10 percent.

8. Coast shall be permitted to use a portion of the Central Office and loading areas; if available, on a temporary basis during Coast's equipment installation work in the Collocation Space. All equipment deliveries requiring signatures of receipts must be signed for by a Coast representative. No Ameritech employee will accept delivery of Coast's equipment. Coast is responsible for protecting Ameritech's equipment and central office wall and flooring within the staging area and along the staging route. Coast will store equipment and materials within the Collocation Space when work is not in progress (i.e., overnight). No storing of equipment and materials overnight will be permitted in the staging area(s). Coast will meet all Ameritech fire, safety and environmental requirements. This temporary staging area will be vacated and delivered to the Ameritech in a broom-clean condition upon completion of the installation work. Ameritech may assess a cleaning charge for failure to comply with this obligation.

9. Ameritech reserves the right to prohibit all equipment and facilities, other than cable, but including slack loops, from its entrance manholes. Cores boring of entrance or designed meet point manholes are subject to Ameritech's structure leasing policy.

10. Coast may not perform fiber splicing at any point from the manhole (including the manhole) to the Collocation Space. Coast must request Ameritech to perform such splicing.

11. Ameritech will designate a manhole meetpoint(s) outside each Central Office specifically for Collocation.

12. Coasts that choose to provide their own passive bays as described in 13(0) following are required to build out their signal from their transmission equipment to the Ameritech equipment line-up. The transmit signal originating at Ameritech's equipment line-up, received at Coast's passive bay, will not be an equal level signal test point.

13. Rate Categories

The following rate categories apply to Physical Collocation:

(A) Order Charge

The Order Charge rate category provides for the processing of the Physical Collocation application associated with a request for Central Office Floor Space within each Central Office and, provides for preliminary work needed to determine if the Central Office Floor Space requested in Coast's Physical Collocation application is available. This charge is not dependent upon the amount of floor space requested. The Order Charge will be applied once per Physical Collocation application and is a nonrecurring charge.

(B) Central Office Floor Space

The Central Office Floor Space rate categories provide for nominal increments of floor space located in the Central Office equipment areas in Ameritech designated Central Offices used and occupied by Coast for Physical Collocation. The Central Office Floor Space rate will be charged on a monthly basis. The Central Office Floor Space rate will include the associated environmental supports such as heating, AC power and air conditioning equivalent to the Central Office equipment environment at that location.

(C) Central Office Build Out

The Central Office Build Out (COBO) rate category provides for modifications or additions that must be made to the Central Office to accommodate Coast's Collocation Space. These modifications include security devices, additions to and distribution of heating, ventilation and air conditioning, AC power circuit, and necessary space modifications. The COBO rate category is composed of two nonrecurring rate elements; the initial increment COBO charge and the additional increment COBO charge. The initial increment COBO charge provides for the COBO work required to prepare the initial nominal increment of Central Office Floor Space ordered. The additional increment COBO charge provides for the COBO work required to prepare each additional nominal increment of Central Office Floor Space requested. The additional increment COBO charge only applies if the additional increment of Central Office Floor Space is contiguous with the initial increment and is ordered at the same time as the initial increment, otherwise the initial increment COBO charge applies. Charges for extraordinary costs incurred by Ameritech to prepare the Central Office for the installation of Coast's Collocation Space, as specified above, are in addition to the COBO charge.

(D) Cable Vault Splicing

The Cable Vault Splicing rate category provides for splicing Coast provided outside plant (OPS) fiber optic cable to Coast-provided riser cable and Ameritech-approved cable in the Central Office cable vault. This rate category is charged in two rate elements, Per Initial Fiber Splice and Per Subsequent Fiber Splice and is a nonrecurring charge. A separate Initial Fiber Splice charge will be charged each day that splicing occurs.

(E) Splice Testing

The Splice Testing rate category provides for testing the splice loss associated with each

fiber strand spliced in the Ameritech cable vault. Splice Testing is charged in two rate elements, per Initial Splice Tested and Per Subsequent Splice Tested and is a nonrecurring charge. A separate Initial Splice Test Charge will be charged each day that splice testing occurs. Splice Testing will be done on a cooperative basis after Coast connectorizes and terminates the riser cable on a lightguide panel or other equipment.

(F) Cable Pulling from Manhole to Cable Vault

The Cable pulling from manhole to cable vault rate category provides for Ameritech to pull Coast-provided fiber optic cable from a designated manhole outside the Physical Collocation Central Office to the Central Office cable vault. This rate category is provided on a per initial and additional foot basis, and is a nonrecurring charge.

(G) Cable Pulling from the Cable Vault to the Collocation Space

The Cable pulling from cable vault to the Collocation Space rate category provides for Ameritech to pull Coast provided fiber optic riser cable from the Central Office cable vault to Coast's Collocation Space. This rate category is provided on a per initial and additional foot basis and is a nonrecurring charge.

(H) Riser Space

The Riser Space rate category provides for Coast's use of the space and any supporting structures on which Coast's fiber optic riser cable resides, between the Central Office cable vault and Coast's Collocation Space and the fiber optic racking within the Central Office. The Riser Space rate is charged per foot and is a monthly recurring rate.

(I) Entrance Conduit

The Entrance Conduit rate category provides for Coast's use of conduit duct space between the designated manhole and the Ameritech cable vault. The Entrance Conduit rate category is a monthly recurring rate and charged per innerduct per foot of conduit utilized. A maximum of one fiber cable may be placed in a single innerduct.

(J) Power Consumption

The Power Consumption rate category provides for 48-Volt DC Power to be delivered to the Collocation Space. This rate is applied per Fuse Amp ordered and is a monthly recurring rate.

(K) Power Delivery

The Power Delivery rate category provides for delivery of Ameritech DC power to one 7' Equipment Bay within Coast's Collocation Space. A separate DC Power Delivery connection to

the DC Power System is required for each 7' Equipment Bay within the Collocation Space; e.g., power delivery to one 7' Equipment Bay within the Collocation Space may not be used to provide the power to other 7' Equipment Bays within the Collocation Space. Each Equipment Bay may be equipped with up to two power leads. This rate is a nonrecurring charge and is applied per power lead provided.

(L) 200 Conductor Electrical Cross-Connection Block

The 200 Conductor Cross-Connection Block provides a termination field for Telegraph Grade, Voice Grade, Direct Analog or Ameritech Base Rate (2.4, 4.8, 9.6, 56.0 and 64 Kbps) digital derived channels from which Ameritech Cross-Connection Service for Interconnection connections may be made. Each 200 Conductor Electrical Cross-Connection Block provides a 200-conductor capacity for terminations.

(M) Digital Cross-Connection Panel

The Digital Cross-Connection Panel (DST) provides a termination field for DS 1, DST, LIT or LT. derived channels from which Ameritech Cross-Connection Service for Interconnection (ACCSI) connections may be made. For each DST channel requested in the ULTIMO System configuration, one DST-3 termination is required. For DS I channels requested in the ULTIMO System configuration, one DST-1 panel is required for each 56 DS I channels.

(N) Optical Cross-Connection Panel

The Optical Cross-Connection Panel (OCX) provides a termination field for OCR, OC12 or OC48 derived channels from which Ameritech Cross-Connection Service for interconnection (ACCSI) connections may be made. For each DST channel requested in the ULTIMO System configuration, one DSX-3 termination is required of the same type. The OCX panel is configured in 3 segments with each segment providing a maximum of 24 terminations. The rate element is applicable per OCX panel segment.

(O) Optional Features and Functions

(1) Collocation Space Enclosure - This rate category provides for a lockable 8' high wire mesh perimeter security fence to be placed around Coast's Collocation Space. The Collocation Space Enclosure rate category is composed of two nonrecurring rate elements; the initial Collocation Space Enclosure charge and the additional Collocation Space Enclosure charge. The initial Collocation Space Enclosure charge applies for the first nominal increment of Central Office Floor Space enclosed. The additional Collocation Space Enclosure applies for enclosing each additional increment of Central Office Floor Space that is contiguous with the initial increment of floor space and is ordered at the same time as the initial nominal increment of Central Office Floor Space, otherwise the initial Collocation Space Enclosure charge applies.

A passive bay and termination panel may be required in the Physical Collocation design to terminate Coast-provided cable between Coast's Collocation Space and the Ameritech Cross-Connection panel. Coast may purchase the passive bay and termination panels from Ameritech or, as an alternative, the passive bay and terminations may be supplied by Coast from a list of Ameritech approved vendors and products and placed in Coast's Collocation Space. For each Collocation Space, Requesting, Carrier must choose Ameritech-provided Terminations or a Coast-provided passive bay and terminations. Both configurations may not be used within the same Collocation Space. In either case, Coast must provide and terminate the cabling between the passive bay termination panels and the Ameritech Cross-Connection panel.

If Coast provides the passive bay, it must also provide DS 1 and DST panels on the bay for terminating Coast-provided cable facilities from the passive bay to the Ameritech Cross-Connection panel. When Coast provides the passive bay, it will have channel assignment control.

Rate categories (2) and (3) following, provide for terminations on a passive bay when Coast purchases the passive bay and DS 1 and DS3 termination panels from Ameritech.

(2) Passive Bay Termination

(a) DS 1 Termination - This rate category provides for a DS 1 Termination on the passive bay. Coasts may supply DS 1 termination panels and terminations from a list of Ameritech-approved vendors and products. Coast must either purchase all terminations from Ameritech or Coast must provide all terminations for a single Collocation Space. The DS 1 Termination charge is a monthly recurring rate.

(b) DS3 Termination - This rate category provides for a DS3 Termination on the passive bay. Coasts may supply DS3 termination panels and terminations from a list of Ameritech-approved vendors and products. Coast must either purchase all terminations from Ameritech or Coast must provide all terminations for a single Collocation Space. The DS3 Termination charge is a monthly recurring rate.

(3) 200 Conductor Electrical Termination Block - This rate category provides for a connecting block on the passive bay with a 200-conductor capacity. Coast may supply the connecting block from a list of Ameritech-approved vendors and products. Coast must either purchase all 200 conductor electrical terminations from Ameritech or Coast must provide all 200 conductor electrical terminations for a single Collocation Space. The 200 Conductor Termination Block rate is a monthly recurring rate.

(4) Digital Timing Source - This rate category provides for the digital timing delivered via a sync signal. Digital timing is required by Coast to synchronize its digital equipment with Ameritech equipment with which they interconnect. Ameritech is only responsible for the integrity of the sync signal up to the point of interconnection with Coast's Transmission Equipment. The Digital Timing Source charge is a monthly recurring rate applied

once per sync signal delivered.

(5) DS 1 Repeater - This category provides for a DS I Repeater to be placed between Coast's Collocation Space and Ameritech's equipment line up. When Coast provides the passive bay, the DS 1 Repeater is required to maintain signal levels when the distance between Coast's transmission equipment and Ameritech's equipment line-up exceeds 655 feet. When Coast purchases DS 1 Terminations from Ameritech, a DS 1 repeater is required to maintain signal levels when the distance between the DS 1 Termination and the Ameritech Cross-Connection Service for Interconnection exceeds 85 feet. Coast will be notified of the need for repeaters when notified of space availability and associated requirements. The DS 1 Repeater charge is a monthly recurring rate and will apply per repeater if distance limitations are exceeded. Exact distance limitations may be affected by mutual design modifications agreed to by Coast and Ameritech.

(6) DS3 Repeater - This category provides for a DS3 Repeater to be placed between Coast's Collocation Space and Ameritech's equipment line up. When Coast provides the passive bay, the DS3 Repeater is required to maintain signal levels when the distance between Coast's transmission equipment and Ameritech's equipment line-up exceeds 450 feet. When Coast purchases DS3 Terminations from Ameritech, a DS3 repeater is required to maintain signal levels when the distance between the DS3 Termination and the Ameritech Cross-Connection Service for Interconnection exceeds 27 feet. Coast will be notified of the need for repeaters when notified of space availability and associated requirements. The DS3 Repeater charge is a monthly recurring rate and will apply per repeater if distance limitations are exceeded. Exact distance limitations may be affected by mutual design modifications agreed to by Coast and Ameritech.

(7) Diverse Riser - This rate category provides for diverse riser capability in a central office. The diverse riser provides Coast a second cable path between the cable vault and Coast's Collocation Space. The Diverse Riser charge is a nonrecurring charge applied once per floor traversed. Coast will be notified of space availability and associated requirements.

(P) Space Reservation Charge

The Space Reservation Charge rate category provides for the processing and maintenance of Coast's space reservation for Central Office Floor Space. The Space Reservation Charge is a nonrecurring charge applied once per Central Office per reservation request.

SCHEDULE 12.12.2
Additional Terms Applicable to Virtual Collocation

1. The billing period for Virtual Collocation will begin on the due date or when Ameritech's portion of the work is completed, whichever is later. Virtual Collocation provides the means to interconnect with Ameritech or access Ameritech-provided Unbundled Network Elements. Virtual Collocation provides:

- (a) connection between Requesting, Carrier-provided and Ameritech provided fiber optic transport facilities at a designated meetpoint outside an Ameritech Central Office, such as a manhole and,
- (b) conversion of optical to electrical signals, as appropriate, to allow interconnection between Coast-provided transport facilities and Ameritech.

The Ameritech Cross-Connection Service for Interconnection (ACCSI) must be used in conjunction with Virtual Collocation to cross-connect the electrical signals to Ameritech.

Virtual Collocation permits Coast, subject to terms mutually acceptable to Ameritech and Coast to:

- (a) specify the multiplexing and other transmission equipment that the company uses to provide Virtual Collocation to Coast, which equipment may be different than the equipment normally used by Ameritech.
- (b) assume certain additional responsibilities and privileges related to engineering, provisioning, monitoring, and remote control of such facilities and their configuration.

2. Virtual Collocation arrangements are available on a first-come, first-served basis subject to the availability of space in the requested central office. Ameritech's obligation to provide Virtual Collocation is contingent upon agreement by Coast to the following provisions and processes:

(A) Coast will supply the equipment and cable necessary for the provision of Virtual Collocation.

(B) Coast will provide a description of the proposed equipment frame layout to Ameritech for acceptance. Equipment for Virtual Collocation is subject to the same limitations applicable to equipment placed in Physical Collocation Space.

(C) Upon receipt of the equipment frame layout description, Ameritech will within two business days notify Coast as to whether the proposed equipment frame layout is accepted. If the layout is not accepted, an explanation will be provided as to what led to the rejection. If Ameritech rejects the layout, no cancellation charges will apply if Coast cancels the order.

(D) If Coast's proposed equipment frame layout is accepted, Ameritech will provide with its notice of acceptance a list of vendors certified to perform equipment installations in Ameritech central offices. Coast will notify Ameritech which certified vendor it chooses from this list to perform the installation work. Coast may cancel a Virtual Collocation order, subject to cancellation charges, after receiving Ameritech's acceptance of the layout.

(E) Coast will contract directly with its chosen certified vendor for installation. However, Ameritech will retain project management responsibility and authority related to the actual installation work done in the central office (i.e., decisions as to specific location of the equipment bay, termination panel appearance assignments, etc). Coast and its chosen vendor are required to work in close cooperation with Ameritech representatives with project management responsibility.

(F) The equipment installation must be made in accordance with the provisions specified in Technical Reference Publications AM-TR-EEN-000011 (Ameritech Installation Administrative and Workmanship Requirements) and AM-TR.-000015 (Ameritech Central Office Equipment and Engineering Requirements). Prior to placing the equipment in service, Ameritech will audit the installation for compliance with those provisions. Any installation found not in compliance will not be placed in service.

(G) Coast will provide for training of a mutually acceptable number of Ameritech employees to provide requested maintenance and repair of any equipment used to provide Virtual Collocation which is otherwise not used by Ameritech. Under Ameritech training provisions, Coast either provides its own trainer or contracts directly with a training vendor to train Ameritech personnel, therefore, no Ameritech training charges apply.

Ameritech will pay the wages of Ameritech personnel during training. Coast will be responsible for other Ameritech personnel training related expenses such as transportation reimbursement, room, board and any fees assessed by Coast selected training vendor.

Coast may choose not to provide training to Ameritech employees in advance. In that event, Coast will provide real-time training in the event of a case of trouble and hourly maintenance charges would then apply.

The Ameritech is responsible for requested maintenance of fiber optic transport facilities between the meetpoint and the central office and all equipment within the central office used to provide Virtual Collocation to Coast. Coast is responsible for monitoring the performance of all facilities and equipment used in the provision of Virtual Collocation, and for initiating requests for maintenance facilities and equipment by Ameritech. Ameritech does not assume responsibility for the design, engineering, testing, or performance of the end-to-end interconnection of Virtual Collocation with Ameritech facilities and services and Coast-provided fiber optic transport facilities.

Ameritech will provide two separate entry points to each Central Office whenever there are at

least two entry points for Ameritech's cable to the Central Office.

3. Operation and Maintenance - Equipment and facilities used in provisioning Virtual Collocation shall be maintained only upon request of Coast and shall be on a time-sensitive or time and material basis. If Coast does not provide maintenance spares at an Virtual Collocation location, and Ameritech provides a spare from its available stock at Coast's request, Coast will be charged for the material provided. For maintenance or repair requests occurring outside of normal business hours, Coast will be required to pay for time spent by Ameritech personnel for delivery if-

- required spares are not available at the central office; or
- required test equipment is not available at the central office.

Additionally, Ameritech will charge on a time-sensitive or time and materials basis for acceptance, cooperative and end-to-end testing, as well as oversight of Coast activities within Ameritech locations (supervision). Any maintenance or testing assistance requiring a call-out of an Ameritech technician will be charged a minimum of two hours starting from the time of notification.

4. Rate Categories

The following rate categories apply Virtual Collocation:

(A) Service Order Charge

The Service Order Charge provides for the processing of the service order associated with a request for Virtual Collocation. The Service Order Charge is a nonrecurring charge applicable to each separate order for Virtual Collocation services.

(B) Optical Line - the optical line is comprised of seven rate elements:

(1) the Entrance Facility which consists of a fiber optic cable from the meetpoint outside the central office to a splice location in the central office cable vault and Coast's use of entrance conduit innerduct.

(2) the Riser which consists of the use of the Riser Facility, a fiber optic cable, to extend one or more entrance facilities from the cable vault to an Optical Cross-Connection Panel (OCX) within the central office and the termination of the riser cable on the OCX panel.

(3) The Cable Vault Splicing consists of the actual fusion splicing of the Entrance Facility to the Riser Facility in the cable vault.

(4) Splice Testing, which is the testing of the fusion splices in the

Cable Vault

(5) Cable Pulling from the Manhole to the Cable Vault consists of the time necessary for a technician to pull the cable through the entrance conduit

(6) Cable Pulling from the Cable Vault to the OCX panel consists of the time necessary for a technician to pull the cable through the riser

(7) Diverse Riser provides for the establishment of a diverse riser in a central office. The diverse riser provides Coast a second cable path between the cable vault and the OCX panel. The Diverse Riser charge is a nonrecurring charge applied once per floor traversed. This optional feature applies if a new riser must be built to provide diversity for Coast and will not apply if diverse riser space is already available in the subject central office. Coast will be notified of space availability and associated requirements.

(C) Equipment Bay

The Equipment Bay provides mounting space for the transmission equipment used to provide Virtual Collocation. Each bay includes the 7-foot high bay, its installation, and all necessary environmental supports such as floor space, heat, and lighting. Mounting space on the bay, including space for the fuse panel is limited to 68 inches. Separate rates are applied to Coast-provided packaged equipment bay application to reflect the necessary environmental support expenses mentioned above.

(D) Project Management Fee

The Project Management Fee provides for tasks associated with project management of the installation of equipment in the central office. Tasks include determining and communicating to the installation vendor the location of the equipment bay, the OCX and Digital Cross-Connection Panel (DSX) bay appearance assignments, ensuring adequate riser and rack space, inspections, audits, and other coordination and oversight functions. This nonrecurring charge is applied based on the activities performed during the initial and subsequent installation events.

The Project Management Fee also includes a separate charge for rearrangements and miscellaneous work not associated with the original installation of equipment in the central office but representative of ongoing project management requests. Tasks may include determination of cables to rearrange Coast's termination sequence, relocation of a cable termination or device, and minor equipment additions, relocations or removals.

(E) Power Consumption

The Power Consumption rate category provides for 48 volt DC power used to provide VIRTUAL COLLOCATION to Coast. This monthly recurring charge is applied per Fuse Amp ordered.

(F) Power Delivery

The Power Delivery rate category provides for the battery distribution, fusing, and cabling used to deliver 48VDC power to the equipment bay used to provide Virtual Collocation to Coast. This nonrecurring charge is applied per equipment bay.

(G) 200 Conductor Electrical Cross-Connection Block

The 200 Conductor Cross-Connection Block provides a termination field for Telegraph Grade, Voice Grade, Direct Analog or Ameritech Base Rate (2.4, 4.8, 9.6, 56.0 and 64 Kbps) digital derived channels from which Ameritech Cross-Connection Service for Interconnection connections may be made. Each 200 Conductor Electrical Cross-Connection Block provides a 200-conductor capacity for terminations.

(H) Digital Cross-Connection Panel

The Digital Cross-Connection Panel (DSX) provides a termination field for DS 1; DS3, LTI or LT3 derived channels from which Ameritech Cross-Connection Service for Interconnection (ACCSI) connections may be made. For each DS3 channel requested in the OLTM System configuration, one DSX-3 termination is required. For DS 1 channels requested in the OLTM System configuration, one DSX-1 panel is required for each 56 DS 1 channels.

(I) Optical Cross-Connection Panel

The Optical Cross-Connection Panel (OCX) provides a termination field for OC3, OC12 or OC48 derived channels from which Ameritech Cross-Connection Service for Interconnection (ACCSI) connections may be made. For each OC-n channel requested in the OLTM System configuration, one OC-n termination is required of the same type. The OCX panel is configured in 3 segments with each segment providing a maximum of 24 terminations. The rate element is applicable per OCX panel segment.

(J) Digital Timing Source

The optional Digital Timing Source rate category provides for the digital timing, traceable to a stratum one clock, that is required by Coasts to synchronize their digital services with Ameritech services with which they interconnect. The Digital Timing Source charge is a monthly recurring charge.

(K) Thru-Connection

Thru-Connect provides for the connection, at the DS 1 level, of two dedicated DSX- I panels, and at the OC-n level, of two dedicated OCX panels between Coast's separate installed Virtual Collocation arrangements for the purpose of providing a connection to Ameritech's facilities and services. One Thru-Connect is required for each dedicated cross-connect arrangement and separate recurring charges are provided for the DSX-1 and OCX

configurations. The Thru-Connect charge is in addition to charges for two dedicated DSX-1 or OCX panels.

(L) Entrance Facility Jumper

Entrance Facility Jumper provides for the connection, at the Optical Carrier (OC-n) level, of two of Coast's dedicated Optical Cross Connect (OCX) panel terminations. It is an optical cross connection from the OCX panel appearance that terminates Coast's Outside Plant Fiber to the OCX panel appearance that terminates Coast's equipment.

SCHEDULE 12.15

COMMON REQUIREMENTS

The following requirements are applicable to both Physical Collocation and Virtual Collocation:

1. Ameritech shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1, DS3, OC3, OC12, OC48 and any other rate pursuant to mutual agreement of the Parties.

2. Coast may provide basic telephone service with a connection jack for the Collocated space.

3. Ameritech shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for Coast's space and equipment. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.

4. Ameritech shall provide all ingress and egress of fiber cabling to Coast Collocated spaces in compliance with Coast's request for cable diversity. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation. Coast will pay any additional costs incurred by Ameritech to meet any special diversity requirements of Coast which are beyond those normally provided by Ameritech, subject to **Section 30.6**.

5. Ameritech shall provide Coast with written notice five (5) Business Days prior to those instances where Ameritech or its subcontractors may be performing non emergency work that may affect the Collocated space occupied by Coast or the AC and DC power plants that support Coast equipment. Ameritech will inform Coast by telephone of any emergency-related work that Ameritech or its subcontractors may be performing that may affect the Collocated space occupied by Coast or the AC and DC power plants that support Coast equipment. Notification of any emergency-related work shall be made as soon as practicable after Ameritech learns that such emergency work is necessary but in no event longer than thirty (30) minutes after such time. The Implementation Plan shall identify the points of contact of each Party for any notification required by this **Section 7**. For purposes of this **Schedule 12.15**, "emergency related work" means any activity related to fire, explosion, power cable cut, flood, or severe water leakage.

6. Coast shall not be required by Ameritech to relocate its equipment during the Term. If Coast, at Ameritech's request, agrees to relocate its equipment, then Ameritech shall reimburse Coast for any and all costs reasonably associated with such relocation, subject to **Section 30.6**.

7. Power as referenced in this **Schedule 12.15** refers to any electrical power source supplied by Ameritech for Coast equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. Ameritech will supply power to support Coast equipment at equipment specific DC and AC voltages and placed in such locations as mutually agreed upon by the Parties. Ameritech shall supply power to Coast on a nondiscriminatory basis to that provided by Ameritech to itself or to any third person. If Ameritech performance, availability, or restoration falls below industry standards, Ameritech shall bring itself into compliance with such industry standards as soon as technologically feasible.

8. Should Ameritech sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, Ameritech shall require such third person to comply fully with the applicable terms and conditions of the Collocation provisions of this Agreement, as they relate to such third person or shall provide Coast with replacement Collocation space in the premises Ameritech uses to house the network functions formerly housed at the Central Office in question at Ameritech's cost.

9. Both Coast's power equipment and Ameritech power equipment supporting Coast's equipment shall comply with all applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout. Coast may not use frame grounds to get ground returns.

10. All other equipment and facilities placed by Coast on an Ameritech Premises, including transmission equipment, cabling, maintenance equipment and monitoring equipment, shall comply with the requirements of **Section 12.4.2**.

11. Power plant alarms shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

12. Cabling shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

13. Ameritech shall provide electrical safety procedures and devices in accordance with OSHA or industry guidelines.

14. Within ten (10) business days after the initial walk-through, Ameritech shall provide Coast with a copy of any existing drawings showing Coast's proposed Collocation space and any related Ameritech facilities, and provide information relating to measurements for necessary Coast cabling which are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. Coast shall reimburse Ameritech for the costs, if any, incurred by Ameritech to provide Coast with the foregoing drawings and information, subject to Section 30.6.

SCHEDULE 12.16

ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

The following additional requirements shall be applicable to Physical Collocation only:

1. Ameritech shall allow requests for contiguous space if the space is not subject to outstanding requests by other Telecommunications Carriers.
2. For each building in which Collocated space is provided and upon request by Coast for that building, Ameritech will certify that the building complies with all applicable Ameritech internal environmental, health and safety regulations.
3. Ameritech shall permit Coast to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by Coast's work center; provided, however, that no such Coast-installed equipment shall interfere with the existing use of the Central Office and such installation shall be at Coast's sole cost and expense.
4. Ameritech shall construct the Collocated space in compliance with Coast's request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by Coast at prices to be determined subject to **Section 30.6**.
5. Ameritech shall provide Coast two options to receive power for its collocation space. When ordering Physical Collocation, Coast shall specify that Ameritech provide Central Office power to Coast either (i) from an Ameritech BDFB to each of Coast's equipment bays or (ii) in the form of fused power feeds from Ameritech's main power distribution board to Coast's BDFB located in the designated Coast equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of Coast equipment. The termination location shall be as mutually agreed upon by the Parties. If Coast chooses to receive power via the fused power feeds, it shall pay Ameritech for all costs, as determined in accordance with the Act, incurred by Ameritech to establish such power, subject to **Section 30.6**.
6. Where available and consistent with reasonable security restrictions, Ameritech shall provide reasonable access to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a 24 x 7 basis for Coast personnel and its designated agents. Ameritech shall also provide Coast reasonable access to parking at Ameritech's Premises, where applicable and on a nondiscriminatory basis at which Ameritech employees receive access to parking.
7. Coast or its vendor may not temporarily or permanently remove, dismantle or modify any portion of its or any other Collocator's cage enclosures.

8. To maximize available space, Coast is responsible for removing any equipment, property or other items that it or its vendor brings into Ameritech's Premises within forty-five (45) days after discontinuance or termination of any Physical Collocation arrangement. If Coast fails to remove such materials by the foregoing date, Ameritech may remove such equipment and/or materials and charge Coast for any and all claims, expenses, fees or other costs reasonably associated with such removal. Coast shall hold Ameritech and any vendor that performs such removal harmless from the failure to return any such equipment, property or other items.

9. Ameritech power equipment supporting Coast's equipment shall:

- (a) Provide appropriate Central Office ground, connected to a ground electrode located within Coast collocated space, at a level above the top of Coast's equipment plus or minus two (2) feet to the left or right of Coast's final request; and
- (b) Provide feeder capacity and quantity to support the ultimate equipment layout for Coast equipment upon completion of the equipment node construction in accordance with Coast's request for Collocation.

10. Ameritech shall within ten (10) business days after the initial walk-through provide Coast with documentation submitted to and received from contractors for any work being done on behalf of Coast that will be billed as extraordinary expenses.

11. Within thirty (30) days of Coast's written request, Ameritech shall provide to Coast (i) work restriction guidelines related to any restrictions on the manner in which Coast can perform work on Ameritech's Premises and (ii) a list of Ameritech technical guidelines applicable to the Collocation of equipment in Ameritech's Premises. Coast acknowledges that it is responsible to order such third-party technical guidelines at its cost and expense. Ameritech will notify Coast of any changes to such work restriction and technical guidelines in the same timely manner it notifies its own employees and vendors.

12. Coast shall not, without the express permission of an Ameritech employee, use any Ameritech equipment, furniture, frame, tools or other personal property.

13. Ameritech shall not, without the express permission of a Coast employee, use any Coast equipment, furniture, frame, tools or other personal property.

PRICING SCHEDULE -- MICHIGAN¹

ITEM I -- Emergency Number Service Access (ENSA)				
See Exhibit PS-I				
ITEM II -- Reciprocal Compensation				
A. End Office Local Termination	\$0.002357	per minute		
B. Tandem Switching	\$0.001421	per minute		
C. Tandem Transport Termination	\$0.000122	per minute		
D. Tandem Transport Facility Mileage	\$0.000001	per minute, per mile		
ITEM III -- Information Services Traffic				
Information Services Billing and Collection:	\$0.021574	per message		
ITEM IV -- BLV/BLVI Traffic				
A. Busy Line Verification (BLV):	\$0.621429	per use		
B. Busy Line Verification Interrupt (BLVI): (in addition to BLV charge)	\$0.762364	per use		
ITEM V -- Unbundled Network Elements				
A. Unbundled Loop Rates				

¹ Certain of the rates, charges and prices contained in this Pricing Schedule have been established by the Commission pursuant to its July 14, 1997 and January 28, 1998 orders (collectively, the "Rate Order") in MPSC Case No. U-11280 (the "Permanent Rate Docket"). If the Commission determines that the rates, charges and prices set forth herein are inconsistent with the Commission's decision in the Permanent Rate Docket, either Party shall, upon written notice to the other Party, have the right to include or substitute rates, charges and prices that conform to the Permanent Rate Docket. 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 Rate Order (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 effective as if such rates, charges and prices were originally established in the applicable Rate Order.

1. Recurring Rates			
	Monthly Rates Access Area ²		
	<u>A</u>	<u>B</u>	<u>C</u>
2-Wire Analog			
Basic	\$10.90	\$11.79	\$15.33
Ground Start	\$12.11	\$13.39	\$16.72
Electronic Key Line	\$11.13	\$12.09	\$15.60
4-Wire Analog	\$24.27	\$27.00	\$33.57
Digital			
ISDN	\$14.21	\$16.29	\$19.59
4-wire 64 Kbps	\$60.29	\$60.24	\$60.06
4-wire 1.544 Mbps	\$52.98	\$67.07	\$70.78
2-wire ADSL/HDSL Compatible	\$10.75	\$11.78	\$14.66
4-wire HDSL Compatible	\$20.92	\$22.97	\$28.71
Cross-Connect Charge (additional, per cross-connect):			
2-wire	\$0.17		
4-wire	\$0.34		
6-wire	\$0.51		
8-wire	\$0.68		
DS1	\$0.46		
DS3	\$0.84		
Service Coordination Fee, Per Carrier Bill, per Switch	\$0.84		

² "Access Area" is as defined in Ameritech's applicable tariffs for business and residential Exchange Line Services.

2. Non-Recurring Rates			
Service Order -- Establish/Change: (Business or Residence)	\$6.42 ³		
Line Connection: (Business or Resident)	\$18.60 ⁴		
Record Change	\$6.42		
Provisioning Change	\$6.42		
B. NID ⁵ No Charge			
C. Switching			
1. Unbundled Local Switching			
	<u>Non-Recurring</u>	<u>Monthly</u>	
(a) Custom Routing			
5 per new LCC, per switch	\$225.97	---	
5 per new Network Routing, per route, per switch	\$14.03		
(b) ULS Ports			
- Basic Line Port, per port	\$11.89	\$2.68	
- Ground Start Line Port, per port	\$11.89	\$3.03	
- ISDN-Direct Port, per port per telephone number	\$40.72 ---	\$8.71 \$ 0.03	
- DID Trunk Port, per port per telephone number add/rearrange each termination	\$11.89 --- \$14.03	\$21.14 \$ 0.03 ---	
- ISDN Prime Trunk Port, per port per telephone number add/rearrange channels	\$40.72 --- \$12.17	\$160.12 \$0.03 ---	

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.

⁴ The Line Connection Charge applies to each Loop.

⁵ Access to Network Interface Device for Accessing Customer Premises Wiring (Inside Wire).

- Digital Trunking Trunk Port, per port	\$40.72	\$156.01
- Custom Routing Port, per port per individual trunk termination	\$309.24 ---	--- \$99.83
- Centrex Basic Line Port, per port	\$11.89	\$ 2.68
- Centrex ISDN Line Port, per port	\$40.72	\$8.71
- Centrex EKL Line Port, per port	\$40.72	\$6.02
- Centrex Attendant Console Line Port, per port	\$40.72	\$6.91
(c) Centrex System Charges		
- System Features, per common block	---	\$354.86
- Common Block establishment, each	\$80.04	---
- System features change or rearrangement, per feature, per occasion	\$66.91	---
- System feature activation, per feature, per occasion	\$210.62	---
(d) Service Charges		
Service Ordering Charges		
- <u>Initial</u> Line port, per occasion Trunk port, per occasion	\$3.02 \$64.01	--- ---
- <u>Subsequent</u> per occasion	\$3.18	---
- Record Order per occasion	\$1.86	---
Conversion Charge		
- change from one type of line-port to another, per each changed	\$11.89	---
Ameritech Cross-Connection Service, per carrier transport facility, - 2-Wire (Line port), each - DS1 (trunk port) (each individual trunk)	--- ---	\$0.17 \$0.46

(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	\$14,734.57	---
- Per minute of use or fraction thereafter		\$0.001333
- Daily Usage Feed per message		\$0.000672
2. Unbundled Tandem Switching		
Tandem Trunk (DS1), including features	\$115.33	\$152.83
Service Order Charge	\$45.97	
Cross-Connect Charge, per DS1		\$0.46
Subsequent Changes	\$14.03	---
	<u>Per Minute</u>	
Usage Without Tandem Trunks	\$0.000756	
D. Dedicated Interoffice Transmission Facility		
	<u>Non-Recurring</u>	<u>Monthly</u>
1. DS1 Rates Entrance Facility Per point of Termination Terminating Bit Rate 1.544 Mbps		
Zone 1	---	\$52.98
Zone 2	---	\$67.07
Zone 3	---	\$70.78
Interoffice Mileage Termination Per point of Termination 1.544 Mbps		
Zone 1	---	\$12.55
Zone 2	---	\$12.55
Zone 3	---	\$12.55
Interoffice Mileage Per Mile 1.544 Mbps		

Zone 1	---	\$0.41
Zone 2	---	\$0.41
Zone 3	---	\$0.41
Optional Features and Functions Clear Channel Capability Per 1.544 Mbps Circuit Arrange		
Zone 1	\$158.00	---
Zone 2	\$158.00	---
Zone 3	\$158.00	---
Interconnection Central Office Multiplexing DS1 to Voice/Base Rate/128.0, 256.0, 384.0 Kbps Transport		
Zone 1	---	\$279.15
Zone 2	---	\$279.15
Zone 3	---	\$279.15
2. DS3 Rates Entrance Facility, per Point of Termination DS3 with Electrical Interface Per Termination		
Zone 1	---	\$143.88
Zone 2	---	\$146.65
Zone 3	---	\$147.82
Interoffice Mileage Termination Per Point of Termination		
Zone 1	---	\$66.69
Zone 2	---	\$66.69
Zone 3	---	\$66.69
Interoffice Mileage Per Mile		
Zone 1	---	\$ 10.94
Zone 2	---	\$ 10.94
Zone 3	---	\$ 10.94

Optional Features and Functions		
Interconnection - Central Office Multiplexing, Per Arrangement		
DS3 to DS1		
Zone 1	---	\$214.34
Zone 2	---	\$214.34
Zone 3	---	\$214.34
3. OC-3 Rates Entrance Facility, per point of termination Terminating Bit Rate 155.52 Mbps		\$518.24
Interoffice Mileage Termination, per point of mileage termination 155.52 Mbps		\$250.76
Interoffice Mileage, per mile 155.52 Mbps		\$32.79
Optional Features and Functions		
OC-3 Add/Drop Multiplexing, per arrangement		\$332.05
Add/Drop Function Per DS3 Add or Drop Per DS1 Add or Drop		\$41.21 \$4.86
1+1 Protection, per OC-3 Entrance Facility		
1+1 Protection with Cable Survivability, per OC-3 Entrance Facility	\$1,552.98	
Cross-Connection of Services OC-3 to OC-3 Cross-Connect, per circuit	---	\$1.25
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		\$1,243.35
Interoffice Mileage Termination, per point of mileage termination 622.08 Mbps		\$627.64
Interoffice Mileage, per mile 622.08 Mbps		\$62.75
Optional Features and Functions OC-12 Add/Drop Multiplexing, per arrangement		\$619.55
Add/Drop Function Per OC-3 Add or Drop Per DS3 Add or Drop		\$55.83 \$17.97
Cross-Connection of Services OC-12 to OC-12 Cross-Connect, per circuit		\$486.16
1+1 Protection, per OC-12 Entrance Facility		
1+1 Protection with Cable Survivability, per OC-12 entrance facility	\$1,552.98	
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		\$3,310.05
Interoffice Mileage Termination, per point of mileage termination 2488.32 Mbps		\$1,652.17
Interoffice Mileage, per mile 2488.32 Mbps		\$251.03

Optional Features and Functions			
OC-48 Add/Drop Multiplexing, per arrangement (not to exceed 12 DS3s or equivalent)			\$327.37
Add/Drop Function			
Per OC-12 Add or Drop			\$189.31
Per OC-3 Add or Drop			\$55.33
Per DS3 Add or Drop			\$16.02
Cross-Connection of Services OC-48 to OC-48 Cross-Connect, per circuit			\$1,074.81
1+1 Protection, per OC-48 entrance facility			.
1+1 Protection with Cable Survivability, per OC-48 entrance facility		\$1,552.98	.
1+1 Protection with Route Survivability			
(1) Per OC-48 Entrance Facility Channel		Apply 1+1 Protection, per OC-48 Entrance Facility Rates and Charges as specified above plus (2) below	
(2) Per Quarter Route Mile			\$10.57
	<u>Administration Charge, per order</u>	<u>Design and Central Office Connection Charge, per circuit</u>	<u>Carrier Connection Charge, per termination</u>
6. Installation and Rearrangement Charges DS1 Service 1.544 Mbps			
Zone 1	\$136.82	\$339.17	\$209.19
Zone 2	\$136.82	\$339.17	\$209.19
Zone 3	\$136.82	\$339.17	\$209.19
DS3 Service 44.736 Mbps			

Zone 1	\$120.93	\$464.19	\$129.24
Zone 2	\$120.93	\$464.19	\$129.24
Zone 3	\$120.93	\$464.19	\$129.24
OC-3 Service 155.52 Mbps	\$76.37	\$507.08	\$474.40
OC-12 Service 622.08 Mbps	\$76.37	\$507.08	\$474.40
OC-48 Service 2488.32 Mbps	\$76.37	\$507.08	\$474.4
E. Shared Interoffice Transmission Facilities			
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 and (ii) Tandem-Switched Facility per Access Minute per Mile. To the extent that Mich Tel also purchases Tandem Switching, Mich Tel 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.			
	Non-Recurring	Monthly	Usage
F. Transiting (local and intraLATA toll):			
Tandem Switching per minute	---	---	\$0.006161
Tandem Transport per minute	---	---	\$0.000127
Tandem Transport Facility per minute	---	---	\$0.000026
G. Signaling Networks and Call-Related Databases			
1. Signaling Networks (signal Links as per MPSC No. 21, Part 8)			
Signal Transfer Point, per port	\$879.58	\$235.73	---
Originating Point Code, per service added or changed	\$25.98	---	---

Global Title Address Translation, per service added or changed	\$12.29	---	---
Signal Switching, per ISUP message	---	---	\$0.000073
Signal Switching, per TCAP message	---	---	\$0.000056
Signal Transport, per ISUP message	---	---	\$0.000051
Signal Transport, per TCAP message	---	---	\$0.000034
Signal Formulation, per ISUP message			\$0.000229
Signal Formulation, per TCAP message			\$0.000118
Signal Tandem Switching, per ISUP message			\$0.000123
		<u>Per Query</u>	
2. Call-Related Databases			
800 Service			
Database Query Using Ameritech - Provided Facilities			
- 800DB Call-Routing Query		\$0.000931	
- 800DB Routing Options Query		\$0.000036	
Local STP Database Query Utilizing Mich Tel Provided Facilities between the Mich Tel's Switch and Ameritech's STP and Ameritech Provided Facilities between Ameritech's STP and Ameritech's Regional STP			
- 800DB Carrier-ID-Only Query		\$0.000895	
- 800DB Routing Options Query		\$0.000036	
Regional STP Database Query Utilizing Mich Tel - Provided Facilities			
- 800DB Carrier-ID-Only Query		\$0.000814	
- 800DB Routing Options Query		\$0.000036	
LIDB Service			

LIDB Queries	
- LIDB Validation Query	\$0.005572
- LIDB Transport Query	\$0.000085
- LIDB to LIDB Query	\$0.059971
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	\$0.060005

3. Service Management Systems	
<u>Access to Databases</u> – TBD ⁶	
H. Operator Services and Directory Assistance	
1. Operator Services	
<u>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.	
\$0.340 per occurrence	
<u>Automated Call Assistance Occurrences</u> - rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.	
\$0.015 per occurrence	
Branding per trunk group -- \$800.00 non-recurring charge	
2. Directory Assistance	
Directory Assistance, rate per call \$0.30	
I. Rates for Maintenance.	
1. Trip Charge -- as per Ameritech's Retail Tariff	

⁶ "TBD" means "to be determined." The rate structure set forth herein may ultimately be modified.

2. Time Charge -- as per Ameritech's Retail Tariff	
ITEM VI -- Wholesale Resale Services	
A. See Schedule 10.1	
B. "Warm" Transfer	TBD

ITEM VII – Collocation		
A. Physical		
<u>Description</u>	<u>Recurring</u>	<u>Non-Recurring</u>
Order Charge	---	
- Per ACOI Application	---	\$123.17
Central Office Floor Space		---
- Per 100 Sq. Ft.	\$703.69	---
Central Office Build Out		
- Per Initial 100 Sq. Ft. of Floor Space		
Requested, Per Central Office	---	\$12,482.36
- 50% charge	---	\$6,241.18
- 25% charge	---	\$3,120.59
- Per Additional 100 Sq. Ft. of Floor Space		
Requested, Per Central Office	---	\$5,342.22
- 50% charge	---	\$2,671.11
- 25% charge	---	\$1,335.56
Cable Vault Splicing		
- Per Initial Splice	---	\$90.26
- Per Subsequent Splice	---	\$6.61
Splice Testing		
- Per Initial Splice Test	---	\$20.73
- Per Additional Splice Test	---	\$1.22
Cable Pulling From Manhole to Cable Vault		
- Per First Foot	---	\$98.04
- Per Additional Foot	---	\$ 0.49

Cable Pulling From Cable Vault to Transmission Node		
- Per First Foot	---	\$36.59
- Per Additional Foot	---	\$0.37
Riser Space		
- Per Foot	\$1.05	---
Entrance Conduit		
- Per Inner Duct, per Foot	\$0.05	---
Power Consumption		
- Per Fuse AMP	\$5.73	---
Power Delivery		
- Per Power Lead	---	\$751.63
200 Conductor Electrical Cross-Connection Block		
- Per 200 Conductor Electrical Cross-Connection Block	\$69.78	---
Digital Cross-Connection Panel (DSX)		
- Per DSX-3 Termination (1 DS3 termination)	\$16.61	---
- Per DSX-1 Panel (Up to 56 DS1 terminations)	\$52.04	---
Optical Cross-Connection Panel (OCX)		
- Per OCX Panel Segment	\$6.25	---
Space Reservation Charge		
- Per Reservation Request	---	\$304.78
Optional Features and Functions		
Transmission Node Enclosure		
- Per First 100 sq. ft. Enclosed	---	\$1,850.41
- Per Additional 100 sq. ft. Enclosed	---	\$730.79
Passive Bay Termination (includes Bay and Panel)		
- DS1 Termination	\$0.58	---
- DS3 Termination	\$7.32	---
200 Conductor Electrical Termination Block (outside Transmission Node)		
- Per Termination Block	\$69.78	---

Digital Timing Source - Per Sync Signal Provided	\$14.00	---
DS1 Repeater	\$6.49	---
DS3 Repeater	\$37.69	---
Diverse Riser - Per floor traversed	---	\$224.84
B. Virtual Service Order Charge - Per Order	---	\$48.09
Optical Line Entrance Facility - Per Foot	\$0.05 ¹	---
Riser - Space Per Foot - Per Fiber Termination	\$0.24 \$1.65	--- ---
Cable Vault Splicing - Per Initial Splice - Per Subsequent Splice	--- ---	\$90.26 \$6.61
Splice Testing - Per Initial Splice Test - Per Subsequent Splice Test	--- ---	\$20.73 \$1.22
Cable Pulling From Manhole to Cable Vault - Per First Foot - Per Additional Foot	--- ---	\$98.04 \$0.49
Cable Pulling From Cable Vault to the LGX Panel - Per First Foot - Per Additional Foot	--- ---	\$36.59 \$0.37
Diverse Riser - Per floor traversed	---	\$224.84

Equipment Bay - Per 7' Bay Installed (Ameritech provided/installed/pre-packaged)	\$41.17	\$164.00
Equipment Bay - Per 7' Bay Installed (Mich Tel provided/installed)	\$26.33	--- ⁷
Project Management Fee - Per Initial 7' Bay Installed on Initial or Subsequent Order	---	\$1219.12
- Per Additional 7' Bay Installed on Initial or Subsequent Order	---	\$609.56
- Per Initial Shelf Installed on Subsequent Order	---	\$914.34
- Per Additional Shelf Installed on Same Subsequent Order	---	\$548.61
- Per Bay Rearrangement and/or Miscellaneous Work	---	\$731.47
Power Consumption - Per Fuse AMP	\$5.73	---
Power Delivery - Per 7' Bay Installed	---	\$751.63
200 Conductor Electrical Cross-Connection Block - Per 200 Conductor Electrical Cross-Connection Block	\$69.78	---
Digital Cross-Connection Panel (DSX) - Per DSX-3 Termination (1 DS3 termination)	\$16.61	---
- Per DSX-1 Panel (Up to 56 DS1 terminations)	\$52.04	---
Optical Cross-Connection Panel (OCX) - Per OCX Panel Segment	\$6.25	---
Digital Timing Source - Per Timing Circuit Required	\$2.79	---

⁷ Rates indicated do not include cable.

Thru-Connect		
- Per DSX-1 to DSX-1	\$0.21	\$2.92
- Per OCX to OCX	\$1.60	\$2.92

ITEM VIII – Structure

See Exhibit PS-VIII.

ITEM IX --- Service Provider Number Portability

	<u>I.N.C.⁸</u>	<u>Per Month⁹</u>
A. SPNP-Remote		
Service Ordering Charge, per occasion ⁹	\$31.05	
per number ported	\$11.20	\$2.84
per additional call path ¹ (1-5)	\$5.85	\$0.09
per additional call path (6-90)	\$5.85	\$0.34
B. 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
	<u>I.N.C.¹⁰</u>	<u>Per Month¹¹</u>
SPNP-Direct Number Charges, ^{12 13} per number ported	\$1.83	\$.03 ¹⁴

⁸ Rates suspended pending Commission approval of a competitively neutral cost recovery mechanism.

⁹ Service Coordination Fee Charges apply.

¹⁰ Rates suspended pending Commission approval of a competitively neutral cost recovery mechanism.

¹¹ Service ordering charges, as shown in Item V, apply.

¹² Line connection charges, as shown in Item V, apply.

¹³ Rates for unbundled PBX ground start loops apply, as specified in Item V.

¹⁴ Where SPNP Direct is provisioned, cross-connection charges as specified in Item V apply.

SPNP-Direct Transport Charges, per SPNP-Direct VG transport	See Footnote 1	See Footnote 14
per SPNP-Direct VG w/o transport ¹⁵		
per SPNP-Direct DS1 transport	See Footnote 1	See Footnote 14
per SPNP-Direct DS1 w/o transport ¹⁶		
Subsequent additions, deletions or rearrangement of SPNP-Direct trunk terminations in addition to above charges per occasion	\$12.13	

¹⁵ SPNP Direct DS1 is provisioned at the rates and charges for DS1 service, as specified in Item V.D.1 apply.

¹⁶ Service Ordering charges for additional call capacity for a ported number are not applicable if ordered coincident with its specific ported number. If ordered subsequent to SPNP-Remote Service or with an unrelated ported number, Service Ordering charges apply per occasion.

EXHIBIT PS -I

Emergency Number Service Access (ENSA)		
<u>Description</u>	<u>Non-Recurring</u>	<u>Monthly</u>
1. Channel Conditioning		
- Per Channel		
- Back to Back Collocated	\$365.89	\$32.88
- Direct (1st Channel) Channels	\$365.89	\$32.88
2-24 (per channel)	\$357.39	\$199.56
	\$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		\$3.93
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.		
		<u>Nonrecurring</u>
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 ACCOMMODATIONS

	<u>Nonrecurring Charge</u>	<u>Per Year</u>
Administrative Fee		
- per request or assignment	\$200.00	
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 a pole		\$1.48
Conduit Attachment Fee		
- per foot of innerduct occupied per year		\$.08 ^{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 and shall be adjusted periodically consistent with the terms of the Agreement.

^{2/} If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.

EXHIBIT PS-VIII
STRUCTURE PRICING^{3/}

A. The following fees, rates and charges apply to Attachment to Ameritech Structure.

1. Administrative Fees. Administrative Fees cover the cost of establishing records, databases and systems, the processing of assignment of permits and similar administrative procedures to accommodate a Requesting Carrier's request for Attachment. Administrative Fees are payable with Requesting Carrier's initial request for Attachment, and for assignment of any permit, or series of permits, to a single assignee. Administrative fees are not refundable.

Administrative Fee - \$200.00 per request of assignment.

2. Maps, Records and Information Charges. Maps, Records and Information charges cover the cost of researching and preparing records and information and preparing maps or drawings in order to provide access to the same to a Requesting Carrier. Charges for these services will be as follows:

- a. Initial Map Preparation - The full cost to Ameritech to prepare a map or record for access by a Requesting Carrier.
- b. Record Searches and Information Requests - The full cost to Ameritech to research records and assemble information to respond to a Requesting Carrier's request for information and, if applicable, to meet with the Requesting Carrier to clarify the map, record or information.

Prior to initiating Initial Map Preparation or Record Searches and Information Requests, the Requesting Carrier shall deposit with Ameritech against the charges therefor Ameritech's estimated amount of charges associated with the requested Initial Map Preparation or Record Search and Information Request. The Requesting Carrier shall pay the amount by which the costs of the request exceeds the estimate. Ameritech will reimburse to the Requesting Carrier the amount by which the deposit exceeds the actual cost of the request.

3. Make Ready Work Charges. Make Ready Work Charges include all of Ameritech's costs to prepare Structure for the Attachments of the Requesting Carrier, including engineering, field surveys, permits, construction, rearrangement, replacements, inspections, administration and supervision.

- a. The charges for Make Ready Work are the full cost to Ameritech to perform the required work.

^{3/} The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the state of Michigan and shall be adjusted periodically consistent with the terms of the Agreement.

- b. Prior to commencing any Make Ready Work by Ameritech, the Requesting Carrier shall deposit with Ameritech against the Make Ready Work Charges, Ameritech's estimated amount of the Make Ready Work Charges. The Requesting Carrier shall pay the amount by which the Make Ready Work Charges exceeds the deposit. Ameritech will refund to the Attaching Party the amount by which the deposit exceeds the Make Ready Work Charges.
 - c. For requests for access to Ameritech's Ducts, Conduit or Rights-of-way, the Requesting Carrier shall make separate deposits for field survey Make Ready Work to determine the actual availability of space based on Ameritech's records and for the Make Ready Work to prepare the Rights-of-way or conduit for the Requesting Carrier's Attachment.
 - d. In the event that other Requesting Carriers, including Ameritech, share in the responsibility for the modification to Ameritech's Structure, the deposits required by this section shall be the Requesting Carrier's proportionate share of the Make Ready Work Charges.
4. Attachment Fees. Attachment Fees are the recurring charges to the Requesting Carrier to place and maintain its Attachments in or on Ameritech's Structure.
- a. Attachment Fees are due and payable twice each Contract Year in advance. On January 1 of each year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year. On July 1 of each Contract Year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of June. Any Attachments made within each billing period will be billed at the time of the Attachment for the entire billing period.
 - b. Pole Attachment Fees
 - i) The Attachment Fee for poles applies to each pole on which the Requesting Carrier has placed its Attachment or for which Make Ready Work pursuant to a request for access has been completed.
 - ii) Pole Attachment Fee: \$1.97 per pole, per year for each one foot of space occupied by the Requesting Carrier's Attachments.
 - c. Duct or Conduit Attachment Fees
 - i) The Attachment Fee for duct or conduit applies to the total number of feet of Ameritech's conduit system or ducts in which the Requesting Carrier placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.

- ii) The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Ameritech's conduit system or duct occupied by the Requesting Carrier's Attachment, plus the cable racking and maintenance loop space measured by the length of the Requesting Carrier's cable within each manhole.
- iii) If Requesting Carrier's partial occupancy of a continuous conduit system or duct renders the remainder of any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion unusable.
- iv) If Requesting Carrier occupies an entire duct, the Attachment Fee shall be twice (2) times the rate per Inner-duct foot for the Attachment.
- v) Conduit Attachment Fee:

\$.08 per foot of Inner-duct or cable racking and maintenance loop space occupied per year.

d. Rights-of-Way Attachment Fees:

- i) The Attachment Fee for use of linear rights-of-way applies to the total linear footage of strips of land three feet (3') wide suitable for direct buried or trench placement of cable facilities of Ameritech's right-of-way in which the Requesting Carrier has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed and is priced on a case-by-case basis.
- ii) If Requesting Carrier's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.
- iii) The Attachment Fees for the Requesting Carrier's equipment cabinets or enclosures placed on Ameritech's rights-of-way will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way in question including the consumption of useable space of the right-of-way by the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment.
- iv) The Attachment Fees for the Requesting Carrier's Attachments to Ameritech's rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way the

Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment, and the cost to Ameritech of the right-of-way in question.

e. Period Inspection Fees

Periodic inspection fees will be assessed to cover the Requesting Carrier's portion of the costs to Ameritech to make periodic inspections of its Structure with respect to the Attachments of the Attaching Party and other attaching parties.

EXHIBIT PS-X

OPERATOR SERVICES AND DIRECTORY ASSISTANCE (as a TC Service)

A. Operator Services

1. Operator Assistance Occurrences (manual) — rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.

\$0.370 per occurrence

2. Automated Occurrences — rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.

\$0.030 per occurrence

3. Busy Line Verification

\$0.65 per occurrence

4. Busy Line Verification — Interrupt

\$0.80 per occurrence

5. Custom Branding — rate is one time charge assessed on a per trunk group basis.

\$450.00 per occurrence

6. LIDB Validation — one rate will apply.

\$0.048803 per occurrence for customer of another LIDB provider

\$0.013817 per occurrence for Ameritech LIDB customers

B. Directory Assistance

1. Home NPA Directory Assistance — rate will apply on a completed basis for all direct trunked calls.

\$0.20340 per occurrence

2. Information call completion — rates apply on a completed call basis.

\$0.030 per occurrence

3. Branding — rate is a one-time charge assessed on a per trunk group basis.

\$450.00 per trunk group

EXHIBIT PS-XI

SIGNALING NETWORKS AND CALL-RELATED DATABASES

1. Signaling Networks — STP Access as a Service

Signaling Link	FCC No. 2, Section 8.3.1 (Pending)
Port Termination	FCC No. 2 Section 6.9
Signaling Switching IAM	FCC No. 2 Section 6.9
Signal Transport IAM	FCC No. 2 Section 6.9
Signal Formulation IAM	FCC No. 2 Section 6.9
Signal Tandem Switching IAM	FCC No. 2 Section 6.9
Signal Switching TCAP	FCC No. 2 Section 6.9
Signal Transport TCAP	FCC No. 2 Section 6.9
Signal Formulation TCAP	FCC No. 2 Section 6.9
Non-Recurring Costs	NRCs
Port Termination	FCC No. 2 Section 6.9
Originating Point Code per service added or changed	FCC No. 2 Section 6.9
Global Title Address Transfer per service added or changed	FCC No. 2 Section 6.9

2. Call-Related Databases

Local STP Interconnection — Toll Free Databases access as a Service

-800DB Carrier-ID-Only	FCC No. 2 Section 6.9
-800DB Routing Options	FCC No. 2 Section 6.9

Regional STP Interconnection — Toll Free Database access as a Service

-800 DB Carrier-ID-Only	FCC No. 2 Section 6.9
-800DB Routing Options	FCC No. 2 Section 6.9

Carrier Provided Operator Services — LIDB Access as a Service

Interconnection at local STP

- LIDB Validation	FCC No. 2 Section 6.9
- LIDB Transport	FCC No. 2 Section 6.9

Interconnection at regional STP

- LIDB Validation	FCC No. 2 Section 6.9
- LIDB Transport	FCC No. 2 Section 6.9

APPENDIX PRICING
AMERITECH/CLEC

		AIT Generic Rates			
MICHIGAN		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
DSL Capable Loops					
	2-Wire Digital Loop ISDN/IDSL				
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural	See 2-Wire Digital		See NRC prices below	
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban	See 2-Wire Digital		See NRC prices below	
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro	See 2-Wire Digital		See NRC prices below	
	2-Wire xDSL Loop				
	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	TBD		TBD	N/A
	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	TBD		TBD	N/A
	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	TBD		TBD	N/A
	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	TBD		TBD	N/A
	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	TBD		TBD	N/A
	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	TBD		TBD	N/A
	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	\$ 15.33		See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.79		See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	\$ 10.90		See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	TBD		TBD	N/A
	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	TBD		TBD	N/A
	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	TBD		TBD	N/A
	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	\$ 14.66		See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.78		See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	\$ 10.75		See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	TBD		TBD	N/A
	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	TBD		TBD	N/A
	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	TBD		TBD	N/A
	4-Wire xDSL Loop				
	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	\$ 28.71		See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	\$ 22.97		See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	\$ 20.92		See NRC prices below	
	HFPL Loop				
*	HFPL Loop - Access Area C- Rural	\$ 7.33		NA	N/A
*	HFPL Loop - Access Area B- Suburban	\$ 5.89		NA	N/A
*	HFPL Loop - Access Area A- Metro	\$ 5.38		NA	N/A
	Loop Qualification Process				
	Loop Qualification Process - Mechanized	N/A		\$ 0.10	N/A
	Loop Qualification Process - Manual	N/A		TBD	N/A
	Loop Qualification Process - Detailed Manual	N/A		TBD	N/A
	HFPL Splitter				
*	SBC owned splitter--line at a time	\$ 1.09		N/A	N/A
	DSL Conditioning Options - >12KFT and < 17.5KFT				
	Removal of Repeater Options	N/A		\$ 110.16	N/A
	Removal Bridged Tap Option	N/A		\$ 360.44	N/A
	Removal of Load Coil	N/A		\$ 386.49	N/A
	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
	Removal of Repeater Options	N/A		\$ 138.32	N/A
	Removal Bridged Tap Option	N/A		\$ 328.03	N/A

TBD - To be determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 9/20/00

APPENDIX PRICING
 AMERITECH/CLEC

		AIT Generic Rates			
MICHIGAN		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
	Removal of Load Coil	N/A		\$ 534.67	N/A
*	HFPL Service Order Charge				
	Service Order- Initial	N/A		\$ 3.16	N/A
	Service Order- Disconnect	N/A		\$ 1.54	N/A
	Service Order- Subsequent	N/A		\$ 3.02	N/A
DS3 Loop Non-Recurring Charges					
	Administrative	N/A		\$ 181.34	N/A
	Design & Central Office	N/A		\$ 562.57	N/A
	Customer Connection	N/A		\$ 189.16	N/A
SUB-LOOPS					
	CO to RT sub-loop				
	2 Wire Analog - area A	\$ 4.54		See NRC prices below	
	2 Wire Analog - area B	\$ 5.25		See NRC prices below	
	2 Wire Analog - area C	\$ 5.18		See NRC prices below	
	4 Wire Analog - area A	\$ 12.00		See NRC prices below	
	4 Wire Analog - area B	\$ 14.37		See NRC prices below	
	4 Wire Analog - area C	\$ 13.73		See NRC prices below	
	2 Wire DSL - area A	N/A		See NRC prices below	
	2 Wire DSL - area B	N/A		See NRC prices below	
	2 Wire DSL - area C	N/A		See NRC prices below	
	4 Wire DSL - area A	N/A		See NRC prices below	
	4 Wire DSL - area B	N/A		See NRC prices below	
	4 Wire DSL - area C	N/A		See NRC prices below	
	2 Wire ISDN Compatible - area A	\$ 9.59		See NRC prices below	
	2 Wire ISDN Compatible - area B	\$ 10.70		See NRC prices below	
	2 Wire ISDN Compatible - area C	\$ 11.03		See NRC prices below	
	4 Wire DS1 Compatible - area A	\$ 57.77		See NRC prices below	
	4 Wire DS1 Compatible - area B	\$ 59.62		See NRC prices below	
	4 Wire DS1 Compatible - area C	\$ 63.48		See NRC prices below	
	DS3 compatible subloop - area A	\$ 635.68		See NRC prices below	
	DS3 compatible subloop - area B	\$ 715.62		See NRC prices below	
	DS3 compatible subloop - area C	\$ 725.91		See NRC prices below	
	CO to SAI Sub-Loop				
	2 Wire Analog - area A	\$ 5.72		See NRC prices below	
	2 Wire Analog - area B	\$ 6.23		See NRC prices below	
	2 Wire Analog - area C	\$ 6.06		See NRC prices below	
	4 Wire Analog - area A	\$ 14.39		See NRC prices below	
	4 Wire Analog - area B	\$ 16.34		See NRC prices below	
	4 Wire Analog - area C	\$ 15.57		See NRC prices below	
	2 Wire DSL - area A	\$ 5.58		See NRC prices below	
	2 Wire DSL - area B	\$ 6.22		See NRC prices below	
	2 Wire DSL - area C	\$ 5.41		See NRC prices below	
	4 Wire DSL - area A	\$ 11.15		See NRC prices below	
	4 Wire DSL - area B	\$ 12.43		See NRC prices below	
	4 Wire DSL - area C	\$ 10.82		See NRC prices below	
	2 Wire ISDN Compatible - area A	\$ 8.99		See NRC prices below	
	2 Wire ISDN Compatible - area B	\$ 10.64		See NRC prices below	
	2 Wire ISDN Compatible - area C	\$ 10.29		See NRC prices below	
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
	DS3 compatible subloop - area A	N/A		See NRC prices below	
	DS3 compatible subloop - area B	N/A		See NRC prices below	

"DW # 269042"

Exhibit PS-XII - 248

TBD - To be determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 9/20/00

APPENDIX PRICING
 AMERITECH/CLEC

MICHIGAN			AIT Generic Rates			
			AIT RECURRING		AIT NON-REC.	
			Monthly		Initial	Additional
		DS3 compatible subloop - area C	N/A		See NRC prices below	
		CO to Terminal sub-loop				
		2 Wire Analog - area A	\$ 9.24		See NRC prices below	
		2 Wire Analog - area B	\$ 10.34		See NRC prices below	
		2 Wire Analog - area C	\$ 13.99		See NRC prices below	
		4 Wire Analog - area A	\$ 21.41		See NRC prices below	
		4 Wire Analog - area B	\$ 24.51		See NRC prices below	
		4 Wire Analog - area C	\$ 31.37		See NRC prices below	
		2 Wire DSL - area A	\$ 9.12		See NRC prices below	
		2 Wire DSL - area B	\$ 10.33		See NRC prices below	
		2 Wire DSL - area C	\$ 13.35		See NRC prices below	
		4 Wire DSL - area A	\$ 18.19		See NRC prices below	
		4 Wire DSL - area B	\$ 20.60		See NRC prices below	
		4 Wire DSL - area C	\$ 26.63		See NRC prices below	
		2 Wire ISDN Compatible - area A	\$ 12.51		See NRC prices below	
		2 Wire ISDN Compatible - area B	\$ 14.74		See NRC prices below	
		2 Wire ISDN Compatible - area C	\$ 18.22		See NRC prices below	
		4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
		4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
		4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
		DS3 compatible subloop - area A	N/A		See NRC prices below	
		DS3 compatible subloop - area B	N/A		See NRC prices below	
		DS3 compatible subloop - area C	N/A		See NRC prices below	
		RT to SA sub-loop				
		2 Wire Analog - area A	\$ 1.37		See NRC prices below	
		2 Wire Analog - area B	\$ 1.07		See NRC prices below	
		2 Wire Analog - area C	\$ 1.23		See NRC prices below	
		4 Wire Analog - area A	\$ 2.76		See NRC prices below	
		4 Wire Analog - area B	\$ 2.16		See NRC prices below	
		4 Wire Analog - area C	\$ 2.47		See NRC prices below	
		2 Wire DSL - area A	\$ 1.37		See NRC prices below	
		2 Wire DSL - area B	\$ 1.07		See NRC prices below	
		2 Wire DSL - area C	\$ 1.23		See NRC prices below	
		4 Wire DSL - area A	\$ 2.76		See NRC prices below	
		4 Wire DSL - area B	\$ 2.16		See NRC prices below	
		4 Wire DSL - area C	\$ 2.47		See NRC prices below	
		2 Wire ISDN Compatible - area A	\$ 1.37		See NRC prices below	
		2 Wire ISDN Compatible - area B	\$ 1.07		See NRC prices below	
		2 Wire ISDN Compatible - area C	\$ 1.23		See NRC prices below	
		4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
		4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
		4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
		DS3 compatible subloop - area A	N/A		See NRC prices below	
		DS3 compatible subloop - area B	N/A		See NRC prices below	
		DS3 compatible subloop - area C	N/A		See NRC prices below	
		RT to Terminal sub-loop				
		2 Wire Analog - area A	\$ 4.91		See NRC prices below	
		2 Wire Analog - area B	\$ 5.17		See NRC prices below	
		2 Wire Analog - area C	\$ 9.17		See NRC prices below	
		4 Wire Analog - area A	\$ 9.79		See NRC prices below	
		4 Wire Analog - area B	\$ 10.34		See NRC prices below	
		4 Wire Analog - area C	\$ 18.29		See NRC prices below	
		2 Wire DSL - area A	\$ 4.91		See NRC prices below	
		2 Wire DSL - area B	\$ 5.17		See NRC prices below	
		2 Wire DSL - area C	\$ 9.17		See NRC prices below	
		4 Wire DSL - area A	\$ 9.79		See NRC prices below	

"DW # 269042"

Exhibit PS-XII - 249

TBD - To be determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 9/20/00

APPENDIX PRICING
 AMERITECH/CLEC

MICHIGAN			AIT Generic Rates			
			AIT RECURRING		AIT NON-REC.	
			Monthly		Initial	Additional
		4 Wire DSL - area B	\$ 10.34		See NRC prices below	
		4 Wire DSL - area C	\$ 18.29		See NRC prices below	
		2 Wire ISDN Compatible - area A	\$ 4.91		See NRC prices below	
		2 Wire ISDN Compatible - area B	\$ 5.17		See NRC prices below	
		2 Wire ISDN Compatible - area C	\$ 9.17		See NRC prices below	
		4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
		4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
		4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
		DS3 compatible subloop - area A	N/A		See NRC prices below	
		DS3 compatible subloop - area B	N/A		See NRC prices below	
		DS3 compatible subloop - area C	N/A		See NRC prices below	
	RT to NID sub-loop					
		2 Wire Analog - area A	\$ 5.84		See NRC prices below	
		2 Wire Analog - area B	\$ 5.97		See NRC prices below	
		2 Wire Analog - area C	\$ 9.90		See NRC prices below	
		4 Wire Analog - area A	\$ 11.72		See NRC prices below	
		4 Wire Analog - area B	\$ 11.94		See NRC prices below	
		4 Wire Analog - area C	\$ 19.80		See NRC prices below	
		2 Wire DSL - area A	\$ 5.84		See NRC prices below	
		2 Wire DSL - area B	\$ 5.97		See NRC prices below	
		2 Wire DSL - area C	\$ 9.90		See NRC prices below	
		4 Wire DSL - area A	\$ 11.72		See NRC prices below	
		4 Wire DSL - area B	\$ 11.94		See NRC prices below	
		4 Wire DSL - area C	\$ 19.80		See NRC prices below	
		2 Wire ISDN Compatible - area A	\$ 5.84		See NRC prices below	
		2 Wire ISDN Compatible - area B	\$ 5.97		See NRC prices below	
		2 Wire ISDN Compatible - area C	\$ 9.90		See NRC prices below	
		4 Wire DS1 Compatible - area A	\$ 27.02		See NRC prices below	
		4 Wire DS1 Compatible - area B	\$ 27.44		See NRC prices below	
		4 Wire DS1 Compatible - area C	\$ 32.51		See NRC prices below	
		DS3 compatible subloop - area A	\$ 635.68		See NRC prices below	
		DS3 compatible subloop - area B	\$ 715.62		See NRC prices below	
		DS3 compatible subloop - area C	\$ 725.45		See NRC prices below	
	SAI to Terminal sub-loop					
		2 Wire Analog - area A	\$ 4.51		See NRC prices below	
		2 Wire Analog - area B	\$ 4.98		See NRC prices below	
		2 Wire Analog - area C	\$ 8.90		See NRC prices below	
		4 Wire Analog - area A	\$ 9.03		See NRC prices below	
		4 Wire Analog - area B	\$ 9.92		See NRC prices below	
		4 Wire Analog - area C	\$ 17.75		See NRC prices below	
		2 Wire DSL - area A	\$ 4.51		See NRC prices below	
		2 Wire DSL - area B	\$ 4.98		See NRC prices below	
		2 Wire DSL - area C	\$ 8.90		See NRC prices below	
		4 Wire DSL - area A	\$ 9.03		See NRC prices below	
		4 Wire DSL - area B	\$ 9.92		See NRC prices below	
		4 Wire DSL - area C	\$ 17.75		See NRC prices below	
		2 Wire ISDN Compatible - area A	\$ 4.51		See NRC prices below	
		2 Wire ISDN Compatible - area B	\$ 4.98		See NRC prices below	
		2 Wire ISDN Compatible - area C	\$ 8.90		See NRC prices below	
		4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
		4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
		4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
		DS3 compatible subloop - area A	N/A		See NRC prices below	
		DS3 compatible subloop - area B	N/A		See NRC prices below	
		DS3 compatible subloop - area C	N/A		See NRC prices below	
	SAI to NID sub-loop					

"DW # 269042"

Exhibit PS-XII - 250

TBD - To be determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 9/20/00

APPENDIX PRICING
 AMERITECH/CLEC

MICHIGAN			AIT Generic Rates			
			AIT RECURRING		AIT NON-REC.	
			Monthly		Initial	Additional
		2 Wire Analog - area A	\$ 5.46		See NRC prices below	
		2 Wire Analog - area B	\$ 5.77		See NRC prices below	
		2 Wire Analog - area C	\$ 9.63		See NRC prices below	
		4 Wire Analog - area A	\$ 10.96		See NRC prices below	
		4 Wire Analog - area B	\$ 11.54		See NRC prices below	
		4 Wire Analog - area C	\$ 19.25		See NRC prices below	
		2 Wire DSL - area A	\$ 5.46		See NRC prices below	
		2 Wire DSL - area B	\$ 5.77		See NRC prices below	
		2 Wire DSL - area C	\$ 9.63		See NRC prices below	
		4 Wire DSL - area A	\$ 10.96		See NRC prices below	
		4 Wire DSL - area B	\$ 11.54		See NRC prices below	
		4 Wire DSL - area C	\$ 19.25		See NRC prices below	
		2 Wire ISDN Compatible - area A	\$ 5.46		See NRC prices below	
		2 Wire ISDN Compatible - area B	\$ 5.77		See NRC prices below	
		2 Wire ISDN Compatible - area C	\$ 9.63		See NRC prices below	
		4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
		4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
		4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
		DS3 compatible subloop - area A	N/A		See NRC prices below	
		DS3 compatible subloop - area B	N/A		See NRC prices below	
		DS3 compatible subloop - area C	N/A		See NRC prices below	
	Terminal to NID sub-loop					
		2 Wire Analog - area A	\$ 1.38		See NRC prices below	
		2 Wire Analog - area B	\$ 1.25		See NRC prices below	
		2 Wire Analog - area C	\$ 1.21		See NRC prices below	
		4 Wire Analog - area A	\$ 2.80		See NRC prices below	
		4 Wire Analog - area B	\$ 2.53		See NRC prices below	
		4 Wire Analog - area C	\$ 2.42		See NRC prices below	
		2 Wire DSL - area A	\$ 1.38		See NRC prices below	
		2 Wire DSL - area B	\$ 1.25		See NRC prices below	
		2 Wire DSL - area C	\$ 1.21		See NRC prices below	
		4 Wire DSL - area A	\$ 2.80		See NRC prices below	
		4 Wire DSL - area B	\$ 2.53		See NRC prices below	
		4 Wire DSL - area C	\$ 2.42		See NRC prices below	
		2 Wire ISDN Compatible - area A	\$ 1.38		See NRC prices below	
		2 Wire ISDN Compatible - area B	\$ 1.25		See NRC prices below	
		2 Wire ISDN Compatible - area C	\$ 1.21		See NRC prices below	
		4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
		4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
		4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
		DS3 compatible subloop - area A	N/A		See NRC prices below	
		DS3 compatible subloop - area B	N/A		See NRC prices below	
		DS3 compatible subloop - area C	N/A		See NRC prices below	
	NID sub-loop element					
		2 Wire Analog - area A	\$ 0.16		See NRC prices below	
		2 Wire Analog - area B	\$ 0.15		See NRC prices below	
		2 Wire Analog - area C	\$ 0.15		See NRC prices below	
		4 Wire Analog - area A	\$ 0.33		See NRC prices below	
		4 Wire Analog - area B	\$ 0.31		See NRC prices below	
		4 Wire Analog - area C	\$ 0.32		See NRC prices below	
		2 Wire DSL - area A	\$ 0.16		See NRC prices below	
		2 Wire DSL - area B	\$ 0.15		See NRC prices below	
		2 Wire DSL - area C	\$ 0.15		See NRC prices below	
		4 Wire DSL - area A	\$ 0.33		See NRC prices below	
		4 Wire DSL - area B	\$ 0.31		See NRC prices below	
		4 Wire DSL - area C	\$ 0.32		See NRC prices below	

"DW # 269042"

Exhibit PS-XII - 251

TBD - To be determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 9/20/00

APPENDIX PRICING
 AMERITECH/CLEC

		AIT Generic Rates		
MICHIGAN		AIT RECURRING	AIT NON-REC.	
		Monthly	Initial	Additional
	2 Wire ISDN Compatible - area A	\$ 0.16	See NRC prices below	
	2 Wire ISDN Compatible - area B	\$ 0.15	See NRC prices below	
	2 Wire ISDN Compatible - area C	\$ 0.15	See NRC prices below	
	4 Wire DS1 Compatible - area A	N/A	See NRC prices below	
	4 Wire DS1 Compatible - area B	N/A	See NRC prices below	
	4 Wire DS1 Compatible - area C	N/A	See NRC prices below	
	DS3 compatible subloop - area A	N/A	See NRC prices below	
	DS3 compatible subloop - area B	N/A	See NRC prices below	
	DS3 compatible subloop - area C	N/A	See NRC prices below	
	SPOI sub-loop element			
	2 Wire Analog - area A	\$ 0.78	See NRC prices below	
	2 Wire Analog - area B	\$ 0.78	See NRC prices below	
	2 Wire Analog - area C	\$ 0.78	See NRC prices below	
	4 Wire Analog - area A	\$ 1.55	See NRC prices below	
	4 Wire Analog - area B	\$ 1.55	See NRC prices below	
	4 Wire Analog - area C	\$ 1.55	See NRC prices below	
	2 Wire DSL - area A	\$ 0.78	See NRC prices below	
	2 Wire DSL - area B	\$ 0.78	See NRC prices below	
	2 Wire DSL - area C	\$ 0.78	See NRC prices below	
	4 Wire DSL - area A	\$ 1.55	See NRC prices below	
	4 Wire DSL - area B	\$ 1.55	See NRC prices below	
	4 Wire DSL - area C	\$ 1.55	See NRC prices below	
	2 Wire ISDN Compatible - area A	\$ 0.78	See NRC prices below	
	2 Wire ISDN Compatible - area B	\$ 0.78	See NRC prices below	
	2 Wire ISDN Compatible - area C	\$ 0.78	See NRC prices below	
	4 Wire DS1 Compatible - area A	N/A	See NRC prices below	
	4 Wire DS1 Compatible - area B	N/A	See NRC prices below	
	4 Wire DS1 Compatible - area C	N/A	See NRC prices below	
	DS3 compatible subloop - area A	N/A	See NRC prices below	
	DS3 compatible subloop - area B	N/A	See NRC prices below	
	DS3 compatible subloop - area C	N/A	See NRC prices below	
	Sub-Loop Non-Recurring Charges			
	2 Wire Analog Sub Loop - Central Office Originating - Initial	N/A	\$ 225.04	N/A
	2 Wire Analog Sub Loop - Central Office Originating - Additional	N/A	\$ 129.34	N/A
	2 Wire Analog Sub Loop - Non-Central Office Originating - Initial	N/A	\$ 192.35	N/A
	2 Wire Analog Sub Loop - Non-Central Office Originating - Additional	N/A	\$ 91.99	N/A
	4 Wire Analog Sub Loop - Central Office Originating - Initial	N/A	\$ 225.88	N/A
	4 Wire Analog Sub Loop - Central Office Originating - Additional	N/A	\$ 131.95	N/A
	4 Wire Analog Sub Loop - Non-Central Office Originating - Initial	N/A	\$ 193.21	N/A
	4 Wire Analog Sub Loop - Non-Central Office Originating - Additional	N/A	\$ 92.84	N/A
	2 Wire DSL Sub Loop - Central Office Originating - Initial	N/A	\$ 250.66	N/A
	2 Wire DSL Sub Loop - Central Office Originating - Additional	N/A	\$ 136.34	N/A
	2 Wire DSL Sub Loop - Non-Central Office Originating - Initial	N/A	\$ 222.93	N/A
	2 Wire DSL Sub Loop - Non-Central Office Originating - Additional	N/A	\$ 91.99	N/A
	4 Wire DSL Sub Loop - Central Office Originating - Initial	N/A	\$ 280.37	N/A
	4 Wire DSL Sub Loop - Central Office Originating - Additional	N/A	\$ 157.73	N/A
	4 Wire DSL Sub Loop - Non-Central Office Originating - Initial	N/A	\$ 223.78	N/A
	4 Wire DSL Sub Loop - Non-Central Office Originating - Additional	N/A	\$ 92.84	N/A
	2 Wire Digital (ISDN) Sub Loop - Central Office Originating - Initial	N/A	\$ 273.83	N/A
	2 Wire Digital (ISDN) Sub Loop - Central Office Originating - Additional	N/A	\$ 144.35	N/A
	2 Wire Digital (ISDN) Sub Loop - Non-Central Office Originating - Initial	N/A	\$ 246.10	N/A
	2 Wire Digital (ISDN) Sub Loop - Non-Central Office Originating - Additional	N/A	\$ 100.00	N/A
	DS1 Sub Loop - Central Office Originating - Initial	N/A	\$ 581.74	N/A

"DW # 269042"

Exhibit PS-XII - 252

TBD - To be determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 9/20/00

APPENDIX PRICING
 AMERITECH/CLEC

			AIT Generic Rates			
MICHIGAN			AIT RECURRING		AIT NON-REC.	
			Monthly		Initial	Additional
		DS1 Sub Loop - Central Office Originating - Additional	N/A		\$ 304.32	N/A
		DS1 Sub Loop - Non-Central Office Originating - Initial	N/A		\$ 400.47	N/A
		DS1 Sub Loop - Non-Central Office Originating - Additional	N/A		\$ 167.36	N/A
		DS3 Sub Loop - Central Office Originating - Initial	N/A		\$ 658.71	N/A
		DS3 Sub Loop - Central Office Originating - Additional	N/A		\$ 327.75	N/A
		DS3 Sub Loop - Non-Central Office Originating - Initial	N/A		\$ 540.81	N/A
		DS3 Sub Loop - Non-Central Office Originating - Additional	N/A		\$ 218.21	N/A
		Sub Loop Inquiry Charge	N/A		\$ 69.49	N/A
DSL Cross Connects					Installation	Disconnect
*		HFPL Cross Connect - CLEC Owned Non Integrated	\$ 0.46		\$ 26.29	\$ 32.51
*		HFPL Cross Connect - CLEC Owned Integrated	\$ 0.46		\$ 26.29	\$ 32.51
*		HFPL Cross Connect - SBC Owned	\$ 0.46		\$ 32.93	\$ 37.25
The price assumes all Central Office cross-connects required to provision the HFPL product						
HFPL OSS Charge						
*		HFPL OSS Charge - per line	\$ 0.77		N/A	N/A
HFPL LST						
		Line & Station Transfer(LST)	N/A		TBD	TBD
Loop Cross Connects						
		DS3 C.O. Cross-Connect to Collocation	\$ 27.86		N/A	N/A
Cross Connects						
		2-Wire	\$ 0.17		NA	NA
		4-Wire	\$ 0.34		NA	NA
		6-Wire	\$ 0.51		NA	NA
		8-Wire	\$ 0.68		NA	NA
		DS1/LT1	\$ 0.46		NA	NA
		DS3/LT3	\$ 0.84		NA	NA
		OC3	\$ 1.25		NA	NA
		OC12	\$ 1.25		NA	NA
		OC48	\$ 1.25		NA	NA

**APPENDIX DSL
(Including Line Sharing or HFPL)**

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-12STATE** means the above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.4 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.5 The prices at which **SBC-12STATE** agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.
- 1.6 The prices, terms, and conditions herein are not applicable in **SNET**. **SNET**'s unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.
- 1.7 **SBC-12STATE** agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a “loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a “subloop” is defined as any portion of the loop from **SBC-12STATE**’s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in **SBC-12STATE**’s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC’s Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC’s Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) (“the UNE Remand Order”). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.
- 2.3 The term “Digital Subscriber Line” (“DSL”) describes various technologies and services. The “x” in “xDSL” is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line)
- 2.4 “High Frequency Portion of the Loop” (“HFPL”) is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC’s Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the “Line Sharing Order”) references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. **SBC-12STATE** shall only make the HFPL available to CLEC in those instances where **SBC-12STATE** also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.
- 2.5 A loop technology that is “presumed acceptable for deployment” is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

- 2.6 A “non-standard xDSL-based technology” is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 “Continuity” shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.8 “Proof of Continuity” shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”
- 2.9 “xDSL Capable Loop” is a loop that a CLEC may use to deploy xDSL technologies.
- 2.10 “Cooperative Acceptance Testing” shall be defined as the joint testing between **SBC-12STATE**’s Technician, its Local Operations Center (“LOC”), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.
- 2.11 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (“Plan of Record” or “POR”) refers to **SBC-12STATE**’s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.
- 2.12 The “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.13 Digital Subscriber Line Access Multiplexer” (“DSLAM”) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

- 3.1 Unless otherwise noted, all references to “loop” in Sections 3.1 - 3.8 includes **SBC-12STATE**’s HFPL offering unless otherwise noted.
- 3.2 **SBC-12STATE** will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this

Appendix. **SBC-12STATE** will not impose limitations on the transmission speeds of xDSL services; provided, however, **SBC-12STATE** does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not interfere with analog voice band transmission.

3.3 **SBC-12STATE** shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment unless **SBC-12STATE** has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to **SBC-12STATE** and the state commission before or at the time of its request to deploy such technology within **SBC-12STATE**. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.

3.5 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.6 Liability

3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or **SBC-12STATE**, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on **SBC-12STATE** facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, CLEC ("Indemnifying Party") shall release, defend and indemnify **SBC-12STATE** ("Indemnitee") and hold Indemnitee harmless against any Loss, including any Loss to a Third Party such as another CLEC or **SBC-12STATE** end user, arising out of the negligence or willful misconduct of CLEC, its agents, its end users, contractors, or others retained by CLEC, in connection with CLEC's provision of splitter functionality under this Appendix.

3.6.2 For any technology, CLEC's use of any **SBC-12STATE** network element, or its own equipment or facilities in conjunction with any **SBC-12STATE** network

element, will not materially interfere with or impair service over any facilities of **SBC-12STATE**, its affiliated companies or connecting and concurring carriers involved in **SBC-12STATE** services, cause damage to **SBC-12STATE**'s plant, impair the privacy of a communications carried over **SBC-12STATE**'s facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, **SBC-12STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, **SBC-12STATE** will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If **SBC-12STATE** does not believe the CLEC has made the sufficient showing of harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by **SBC-12STATE** must be supported with specific and verifiable supporting information.

3.7 Indemnification

- 3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability) arising from the use of such non-standard xDSL technologies by the Indemnifying Party, or Indemnifying Party's (i.e. CLECs) provision of splitter functionality under this Appendix, or the Indemnifying Party's retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee and Indemnitee is requested by another telecommunications provider to provide a voice grade service or facility to the end user.
- 3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on Indemnitee's facilities or Indemnifying Party's (i.e. CLEC's) provision of splitter functionality under this Appendix, or the Indemnifying Party's retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee and Indemnitee is requested by another telecommunications provider to provide a voice grade service or facility to the end user, and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.7.3 Indemnity agrees to fully cooperate with the defense of any Covered Claim. Indemnatee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnatee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnatee in the area affected by the claim, or Indemnifying Party's (i.e. CLEC's) provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnatee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnatee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.7.4 Indemnity agrees that Indemnifying Party will have no indemnity obligation, and Indemnatee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnatee liability and in any case which Indemnifying Party's (i.e. CLECs) provision of splitter functionality under this Appendix is determined not to be the cause of any Indemnity (i.e. **SBC-12STATE**) liability.

3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the time of ordering, notify **SBC-12STATE** as to the Power Spectrum Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at

CLEC's request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

- 4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the associated Appendix Pricing.
- 4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.
- 4.1.4 Sub-Loop: In locations where **SBC-12STATE** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **SBC-12STATE** will make the following options available to CLEC:
 - 4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting **SBC-12STATE** to make copper facilities available (subject to Section 4.6 below).
 - 4.1.4.2 The CLEC has the option of collocating a DSLAM in **SBC-12STATE**'s Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at **SBC-12STATE** RTs, **SBC-12STATE** will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.
 - 4.1.4.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and **SBC-12STATE** has placed a DSLAM in the RT, **SBC-12STATE** must unbundle and provide access to its DSLAM. **SBC-12STATE** is relieved of this requirement to unbundle its DSLAM if it permits the CLEC to collocate its DSLAM in the RT on the same terms and conditions

that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.

4.1.5 When **SBC-12STATE** is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide **SBC-12STATE** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes.

4.1.5.1 xDSL technologies may only reside in the higher frequency ranges, preserving a “buffer zone” to ensure the integrity of voice band traffic.

4.2 When **SBC-12STATE** traditional retail POTS services are disconnected at the request of the end user or POTS service is suspended due to “denial for non-pay”, **SBC-12STATE** will notify the CLEC that the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or will be disconnected at CLEC’s option.

4.3 **SBC-12STATE** shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where **SBC-12STATE** is not the retail POTS provider.

4.5 **SBC-12STATE** shall not be required to provide narrowband service to CLEC “A” and broadband service to CLEC “B” on the same loop. Any line sharing between two CLECs shall be accomplished between those parties and shall not utilize any **SBC-12STATE** splitters, equipment, cross connects or OSS systems to facilitate line sharing between such CLECs.

4.6 **SBC-12STATE** shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. **SBC-12STATE** shall be under no obligation to provide HFPL where **SBC-12STATE** is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request at their cost.

- 4.7 For each loop, CLEC shall at the time of ordering notify **SBC-12STATE** as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify **SBC-12STATE**. Likewise, **SBC-12STATE** will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. **SBC-12STATE** will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.
- 4.8 In the event that **SBC-12STATE** rejects a request by CLEC for provisioning of advanced services, **SBC-12STATE** will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial.
- 4.9 **SBC-12STATE** will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
- 4.9.1 Upon request by CLEC, **SBC-12STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
- 4.9.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, **SBC-12STATE** will provide a loop to support the new technology for CLEC as follows:
- 4.9.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **SBC-12STATE** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.3.4 below.
- 4.9.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment, the Parties make a good faith effort to arrive at

an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.

4.9.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if **SBC-12STATE** or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then **SBC-12STATE** or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that **SBC-12STATE** or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

4.9.3 **SBC-12STATE** shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, **SBC-12STATE** will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with **SBC-12STATE**'s standard collocation practices and procedure. When virtually collocated, **SBC-12STATE** will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 Option 2: SBC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein. SBC will determine where such SBC-owned splitters will be located in

each central office. Upon CLEC's request, SBC will perform testing at the SBC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by SBC, CLEC shall pay SBC for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the SBC-owned splitters, including the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 SBC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SBC shall have an additional ten (10) business days to install CLEC's line sharing order.

5.1.2.1.2 Forecast Penalties: If CLEC fails to come within plus or minus twenty five percent (25%) of its forecast referenced in Section 5.1.2.4.1 above, CLEC shall have an additional ninety (90) days to meet such forecast. If, on the 90th day, CLEC has failed to come within plus or minus twenty five percent (25%) of its forecast referenced in Section 5.1.2.4.1 above, CLEC shall pay SBC a penalty payment commensurate with the difference between the ports actually used and the ports forecasted as a nonrecurring charge. Should another carrier consume the splitter ports which were forecasted but not used by CLEC, SBC will discount CLEC's penalty payment to SBC on a pro rata basis.

5.1.2.2 Splitter provisioning will use standard SBC configuration cabling and wiring in SBC-12 STATE locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with SBC-12 STATE's Operational Support Systems ("OSS").

- 5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
 - 5.1.2.4 All SBC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.
 - 5.1.2.5 From time to time, SBC may need to replace or repair SBC-owned splitters or splitter cards which necessitate a brief interruption of service. In the event that service interruption is anticipated by SBC to last more than fifteen (15) minutes, SBC shall notify CLEC.
 - 5.1.2.6 When an end-user disconnects SBC's POTS service, SBC will initiate action to disconnect the POTS service, will notify CLEC of such disconnection and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.
 - 5.1.2.7 SBC retains the sole right to select SBC-owned splitter equipment and installation vendors.
- 5.2 When physically collocated, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter on the terminating end of the cross connect to the collocation arrangement. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, **SBC-12STATE** will install the splitter in a **SBC-12STATE** bay and **SBC-12STATE** will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties. The CLEC is not permitted direct physical access to the MDF or the IDF for testing.
- 5.3 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-12STATE** locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with **SBC-12STATE** Operations Support Systems ("OSS").
- 5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKE-UP INFORMATION AND ORDERING

6.1 General: **SBC-12STATE** will provide CLEC with nondiscriminatory access that access is available by electronic or manual means, to its loop make-up information set forth in **SBC-12STATE**'s Plan of Record. In the interim, loop make-up data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop make-up information that **SBC-12STATE** is providing any other CLEC and/or **SBC-12STATE** or its advanced services affiliate.

6.2 Loop Pre-Qualification: Subject to 6.1 above, **SBC-12STATE**'s pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, **SBC-12STATE** will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.

6.3 Loop Qualification: Subject to 6.1 above, **SBC-12STATE** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as **SBC-12STATE**'s retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop make-up information, subject to the following:

6.3.1 For loops ordered under 12,000 feet in length, **SBC-12STATE** will provide a process that does not require loop qualification. If load coils, repeaters or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed at no charge.

6.3.2 If a CLEC elects to have **SBC-12STATE** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to **SBC-12STATE**'s affiliate, whichever is less.

6.3.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that **SBC-12STATE** perform conditioning at charges set forth in the Pricing Schedule. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6.3.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, **SBC-12STATE** is not required to condition the loop. However, should **SBC-12STATE** refuse the CLEC's request to condition a loop, **SBC-12STATE** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

6.4 Electronic access to loop makeup data through OSS enhancements described in 6.1 above will return information in all fields described in the Plan of Record where information is contained in **SBC-12STATE**'s electronic databases. If manual loop qualification is requested, loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps, load coils, and repeaters; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. If a detailed manual loop qualification is requested, loop makeup data should include all of the fields described in the Plan of Record including those described above for manual loop qualification.

7. PROVISIONING

7.1 Provisioning: **SBC-12STATE** will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops under 12,000 feet, **SBC-12STATE** will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.

7.2 Subject to Section 6.3.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Pricing Schedule. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

- 7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 7.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services, or its affiliate's, whichever is less.
- 7.3.1.1 The provisioning and installation intervals for xDSL-capable loops and HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon CLEC's end user customer release during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply at the rates set forth in Section 8.4.2 hereof.
- 7.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.
- 7.3.2 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.
- 7.3.3 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Pricing Schedule and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

- 7.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in the Appendix Pricing.

8. ACCEPTANCE TESTING AND COOPERATIVE TESTING

- 8.1 **SBC-12STATE** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **SBC-12STATE** provides HFPL, continuity is generally assumed as **SBC-12STATE** retail POTS service is operating at the time of the order. Therefore, acceptance testing is unnecessary. Generally, **SBC-12STATE** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test.

- 8.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

- 8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

8.3 Acceptance Testing Procedure:

- 8.3.1 Upon delivery of a loop to/for the CLEC, **SBC-12STATE**'s field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.

8.3.1.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-12STATE** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

8.3.1.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **SBC-12STATE** field technician will not perform a short or open circuit due to technical limitations.

- 8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

- 8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-12STATE** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, **SBC-12STATE** will still close the order. **SBC-12STATE** will not complete an order that fails Acceptance Testing.
- 8.3.4 Until such time as the CLEC and **SBC-12STATE** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-12STATE** agrees that should the CLEC open a trouble ticket and a **SBC-12STATE** network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be a **SBC-12STATE** fault), **SBC-12STATE**, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 8.3.5 **SBC-12STATE** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-12STATE** may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.
- 8.3.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-12STATE** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **SBC-12STATE** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.4 below.
- 8.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by

this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.4 Acceptance Testing Billing

8.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, the CLEC may indicate that it believes that **SBC-12STATE** is failing to install loops that are acceptable under the terms and definitions of this Appendix.

8.4.1.1 **SBC-12STATE** will perform an unbiased random sampling of the CLEC's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that **SBC-12STATE** is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time, **SBC-12STATE** may continue charging for Acceptance Testing for all. If the sampling results show that **SBC-12STATE** is not correctly provisioning loops eighty percent (80%) of the time, or greater, **SBC-12STATE** may then perform a comprehensive analysis of the population.

8.4.1.2 If the sampling results from Section 8.4.1.1 above show that **SBC-12STATE** is in non-compliance with the conditioning success rate, as defined in this Appendix, then the CLEC will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

8.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, **SBC-12STATE** may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 8.4.1.2 above, be performed to determine whether **SBC-12STATE** can show compliance with the minimum success rates, as defined in Section 8.4.1.1 above. If the sampling result show **SBC-**

12STATE is again in compliance, billing for Acceptance Testing shall resume.

8.4.1.4 Regardless of whether **SBC-12STATE** is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. **SBC-12STATE** will not bill for loop repairs when the repair resulted from a **SBC-12STATE** problem.

8.4.1.5 Beginning November 1, 2000, the **SBC-12STATE** delivery commitment, as defined by this Appendix, changes from 80% to 90%.

8.4.2 The charges for Acceptance Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	\$40.92	\$22.60
Nevada Bell*	FCC No. 1; Sec. 13.3.5 (B)(1)	UBC++	\$40.21/\$32.72	N/A
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)	UBC++	\$44.00	\$23.00
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)	UBCX+	\$33.51	\$21.32

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.

**Rates subject to tariff changes.

If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

9. MAINTENANCE /SERVICE ASSURANCE

9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, **SBC-12STATE** shall repair the narrowband portion of the loop without disturbing the broadband portion of

the loop if possible. In any case, **SBC-12STATE** shall attempt to notify the end user and CLEC any time **SBC-12STATE** repair effort has the potential of affecting service on the broadband portion of the loop.

- 9.3 If **SBC-12STATE** isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or splitter, **SBC-12STATE** will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or **SBC-12STATE** (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and **SBC-12STATE** will “cutaround” the POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact **SBC-12STATE** to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, **SBC-12STATE** will charge the CLEC upon closing the trouble ticket.
- 9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, **SBC-12STATE**’s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC’s request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop’s modified design.
- 9.5 Any CLEC testing of the retail-POTS service must be non-intrusive. The CLEC may use intrusive testing on its non-integrated DATA-only sections within its equipment. The retail POTS service must be continuous and cannot be opened by the CLEC.
- 9.6 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way beyond the original HFPL service.

10. SPECTRUM MANAGEMENT

- 10.1 CLEC will advise **SBC-12STATE** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At

the time of ordering a xDSL-capable loop, CLEC will notify **SBC-12STATE** as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify **SBC-12STATE**. CLEC will abide by standards pertinent for the designated PSD mask type.

- 10.2 **SBC-12STATE** agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. **SBC-12STATE** may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, **SBC-12STATE** will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by **SBC-12STATE**, as well as competitively neutral as between different xDSL services. Where disputes arise, **SBC-12STATE** and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, **SBC-12STATE** will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.
- 10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, **SBC-12STATE** and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.
- 10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then **SBC-12STATE** and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. RESERVATION OF RIGHTS

- 11.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those

arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

**AMENDMENT
TO INTERCONNECTION AGREEMENT**

By and Between

AMERITECH MICHIGAN

AND

FOCAL COMMUNICATIONS CORPORATION OF MICHIGAN

The Interconnection Agreement, dated December 2000 ("the Agreement") (adoption of Coast to Coast Telecommunications dated November 27, 2000), by and between Ameritech Michigan ("AMERITECH") and Focal Communications Corporation of Michigan ("CLEC") is hereby amended as follows:

- (1) Addition of Appendix PERFORMANCE MEASUREMENTS
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement.
- (3) This Amendment is intended to supersede and replace all provisions in the Agreement related to Performance, including, but not limited to: Performance Measurements, Performance Benchmarks, Performance Breaches, Standards of Performance, Installation and Maintenance Intervals, Performance Activities and all associated remedies, liquidated damages, time frames and reporting periods. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- (4) This Amendment shall be filed the Michigan Public Service Commission ("PSC") and shall become effective ten (10) days following such filing.
- (5) Performance Measure remedies shall be available based on performance data from the next full month following the Amendment's Effective Date ("Initial Measurement Month"). Notwithstanding the foregoing, (a) in the event that CLEC executes and returns this Amendment to Ameritech on or before August 15, 2001, the Initial Measurement Month shall be August, 2001; and (b) in the event that CLEC executes and returns this Amendment to Ameritech after August 15, 2001 but on or before August 31, 2001, the Initial Measurement Month shall be September, 2001.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 24th day of August, 2001, by Ameritech, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**Focal Communications
Corporation of Michigan**

By: David Tatak

Title: DIRECTOR - REGULATORY AFFAIRS

Name: DAVID TATAK
(Print or Type)

Date: 08/14/01

**SBC Telecommunications, Inc.
as agent for Ameritech Michigan**

By: O.R. Stanley

Title: President - Industry Markets
O. R. Stanley

Name: _____
(Print or Type)

Date: AUG 24 2001

OCN # 4088

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment Ameritech Michigan does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights contained in the Interconnection Agreement. Ameritech Michigan further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Ameritech Michigan does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Ameritech 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.

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **AM-MI** means the applicable above listed ILEC doing business in Michigan.
- 1.3 As used herein, **Collaborative Process** shall mean the OSS and performance measurement collaborative process established pursuant to Michigan Public Service Commission (“MPSC”) Case number U11830.
- 1.4 As used herein, **Remedy Plan** shall mean the performance measurement remedy plan approved by the MPSC in Case number U11830.
- 1.5 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC’s OSS application-to-application interfaces.
- 1.6 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AM-MI** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.7 In addition to the exclusions described in the performance measures and Remedy Plan developed within the Collaborative Process, and unless otherwise ordered by the MPSC, **AM-MI** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC’s agent for connection to SBC-LEC’s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2. RESULTS OF COLLABORATIVE PROCESS

- 2.1 The parties agree that the performance measurements, Remedy Plan and Business Rules developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Remedy Plan and Schedule, and the state-specific Business Rules, including, without limitation, any AM-MI obligation to pay remedies pursuant to the Remedy Plan and Schedule which will be posted on SBC/Ameritech's Internet website. AM-MI agrees to post the Business Rules on SBC/Ameritech's Internet website in accordance with the final resolutions achieved in the Collaborative Process.
- 2.2 The parties agree that performance measurements, Remedy Plan and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized and on a going forward basis. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, Remedy Plan and Business Rules adopted in the Collaborative Process. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from such state Commission order, and compliance with and implementation of any such order shall not represent voluntary agreement to pay liquidated damages nor a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.
- 2.3 Any payment by AM-MI pursuant to the Remedy Plan may be by either direct payment (such as a check) or by bill credit. If CLEC selects the direct payment option, CLEC shall submit the attached form. If CLEC does not submit the attached form, any payment shall be by bill credit.

**Attachment 1: Ameritech – Michigan Performance Measurements Appendix
CLEC Identification and Liquidated Damages Information Form**

A complete and accurate CLEC Identification and Liquidated Damages Information Form is required to be submitted before any liquidated damages may be processed for the CLEC, in accordance with the Ameritech – Michigan Performance Measurement Appendix. Please refer to the Appendix and the SBC CLEC website for more information on Performance Measurements and the Performance Remedy Plan. Submission of this form neither proves nor guarantees that performance remedies are due to the CLEC.

Activity

☐ New ☐ Change

Identifying Information

CLEC Legal Name			
Name in which the CLEC does business			
ACNA Code		SPID Code (LNP Only)	
Liquidated Damages for (Company Name)			
Name (if different)			

CLEC Information (Please provide the following payment information)

Check one of the following options:

☐ Bill Credit ☐ Check |

Complete the additional payment information below for **Check** only:

Payee Name	
Street Address (mail to)	
City / State / Zip Code	
Contact Name	
Contact Phone	

Fax or mail the completed form to the following location:

Fax – (414) 678-2550 or LSC, 804 N. Milwaukee, Floor 3, Milwaukee, WI 53202

Implementation of liquidated damages calculations will begin in accordance with CLEC's Performance Measurement Appendix. The person signing this form represents and warrants that the information provided on this form is complete and accurate and that he/she is authorized by the CLEC identified on the form to provide such information. If Electronic Funds Transfer (EFT) is desired instead of a check, contact your Ameritech Account Manager to obtain the additional forms.

Signed by: _____ Date: _____
Print Name: _____
Title: _____

AMENDMENT NO. ____
to
INTERCONNECTION AGREEMENT

by and between

AMERITECH MICHIGAN

and

FOCAL COMMUNICATIONS CORPORATION OF MICHIGAN

This Amendment No. ____ is to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as may have been previously amended ("Agreement") between Focal Communications Corporation of Michigan ("CLEC") and Michigan Bell Telephone Company d/b/a "Ameritech Michigan" ("Ameritech").

WHEREAS, pursuant to Section 30.2 (regarding successor rates) of the Agreement, wherein CLEC and Ameritech agreed to incorporate changes in rates, prices and charges as subsequently set by the Michigan Public Service Commission ("Commission") into the Agreement, the parties wish to incorporate new rates, prices, and charges from Docket No. U-11831 as set forth herein;

WHEREAS, in separate proceedings (Case No. U-13005, TelNet Worldwide, Inc., and Case No. U-13006, MichTel, Inc.) that are both subject to pending appeals in federal district court filed by Ameritech, the Commission has indicated that it requires that rate changes be subject to approved amendments to interconnection agreements as applicable ("Orders"); and

WHEREAS, in accordance with those Commission decisions but without affecting or waiving any rights as to those Ameritech appeals, CLEC and Ameritech wish to modify the rates to be applied between them under the Agreement, as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, CLEC and Ameritech hereby amend the Agreement to modify the rates and rate structures that apply between them as follows:

1. Solely to effectuate the pricing changes contemplated by the Agreement in an amendment to be approved before the Commission in the manner required by the Orders and for no other reason, certain rates in the Pricing Schedule to the Agreement are removed and replaced to the extent of and with the applicable new rates and rate structures in various orders in Case No. U-11831 as reflected in the Ameritech tariff sheets approved by the Commission. The new rates and rate structure reflected in the

attached revised Pricing Schedule shall apply beginning on August 1, 2002. A copy of the revised Pricing Schedule is attached as Exhibit A and incorporated herein.

2. Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment, in no event shall this Amendment result in the retroactive application of any rate or rate structure to any date earlier than the actual date that the Agreement became effective between CLEC and Ameritech Michigan following Commission approval or, if absent such Commission approval, the date such Agreement was deemed approved by operation of law. By way of example only and without limiting the foregoing, if CLEC adopted the Agreement (including, if applicable, this Amendment and any other amendment) ("Adopting CLEC") pursuant to 47 U.S.C. § 252(i) after August 1, 2002, rate changes under the attached revised Pricing Schedule would only apply prospectively beginning from the date that the Agreement (including, if applicable, this Amendment and any other amendment) became effective between the Adopting CLEC and Ameritech Michigan following the Commission's order approving the Adopting CLEC's Section 252(i) adoption or, if absent such Commission approval, the date such Agreement was deemed approved by operation of law ("Section 252(i) Effective Date"), and the rate changes would not in any manner apply retroactively prior to the Section 252(i) Effective Date.
3. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment supersedes all previous proposals, both verbal and written, and all prior amendments, letters or proposals between the parties pertaining to the revised rates ordered in Commission Case No. U-11831. Notwithstanding any provision hereof including the attached revised Pricing Schedule, this Amendment shall not modify, supersede or otherwise affect the earlier amendment to the Agreement regarding reciprocal compensation approved on February 25, 2002, which shall remain fully effective and applicable in accordance with its provisions.
5. This Amendment shall be filed with the Commission and shall be effective ten (10) days after approval by the Commission or, absent such Commission approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act; provided, however, that the rates shall be effective as of the date in Section 1 of this Amendment.
6. Legitimately Related: The Parties acknowledge and agree that each rate, term and condition ("Provision(s)") in this Amendment is consideration for, a condition of and legitimately related to every other Provision in or referred to in this Amendment and the Agreement itself. The Parties further acknowledge and agree that the Provisions set forth in this Amendment are non-severable from each other, or from the Agreement.

7. The Parties acknowledge and agree that this Amendment incorporates certain rates (“the Non-Voluntary Provisions”) into the Agreement that were ordered by the Commission in Case No. U-11831 (“Decision”), and are being provided to CLEC solely as a result of such Decisions. The Parties further acknowledge and agree that the Non-Voluntary Provisions are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). In the event that any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies such Decisions or otherwise affects such Non-Voluntary Provisions, either Party may, by providing written notice to the other Party, require that such Non-Voluntary Provisions be deleted or renegotiated, as applicable, in good faith and that the Agreement be amended accordingly. If such modifications to the Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue any rights available to it under the Agreement. The Parties further acknowledge and agree that because the Non-Voluntary Provisions are being incorporated herein solely due to the Decisions and constitute tariff terms, conditions or prices, and/or are arbitration results and/or prices, the Non-Voluntary Provisions and all legitimately related provisions do not qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141 (rel. October 8, 1999) or any other applicable MFN Merger Conditions and are not available in any state other than Michigan. Also, on September 27, 2001, the Michigan Public Service Commission released an Opinion and Order in Case No. U-13005 (TelNet Worldwide, Inc.) and an Opinion and Order in Case No. U-13006 (MichTel, Inc.), which are both subject to pending appeals in federal district court. By executing this amendment, seeking its approval by the Commission, and carrying out its provisions, Ameritech does not waive or otherwise prejudice those appeals, or any of its rights, remedies or arguments with respect to any such decisions and any remands thereof.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be executed in triplicate as of this _____ day of _____, 2002.

**Focal Communications Corporation
of Michigan**

By: John Barnicle

Title: C.O.O.

Name: JOHN BARNICLE
(Print or Type)

Date: 8/15/02

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

By: Mike Auinbauh

Title: President - Industry Markets

Name: Mike Auinbauh
(Print or Type)

Date: AUG 22 2002

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et. al, 535 U.S. ____ (2002)). The Parties further acknowledge that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. By executing this amendment, Michigan Bell does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. Michigan Bell further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Michigan Bell does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action, 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 Michigan Bell 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.

EXHIBIT A

Revised Pricing Schedule(s)

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE COMPANY
MICHIGAN

APPENDIX PRICING
AMERITECH/ Focal Communications Corp. of Michigan
U11831

		AIT Generic Rates			
MICHIGAN		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
<u>UNBUNDLED NETWORK ELEMENTS</u>					
<u>Unbundled Loops</u>					
	2-Wire Analog - Rural (Zone C)	\$	12.54	See NRC prices below	
	2-Wire Analog - Suburban (Zone B)	\$	8.73	See NRC prices below	
	2-Wire Analog - Metro (ZoneA)	\$	8.47	See NRC prices below	
	Conditioning for dB Loss				
	4-Wire Analog - Rural (Zone C)	\$	26.68	See NRC prices below	
	4-Wire Analog - Suburban (Zone B)	\$	19.29	See NRC prices below	
	4-Wire Analog - Metro (Zone A)	\$	18.37	See NRC prices below	
	2-Wire Digital - Rural (Zone C)	\$	14.89	See NRC prices below	
	2-Wire Digital - Suburban (Zone B)	\$	11.17	See NRC prices below	
	2-Wire Digital - Metro (Zone A)	\$	10.29	See NRC prices below	
	4-Wire Digital - Rural (ZoneC)	\$	47.26	See NRC prices below	
	4-Wire Digital - Suburban (ZoneB)	\$	41.57	See NRC prices below	
	4-Wire Digital - Metro (Zone A)	\$	34.66	See NRC prices below	
	DS3 Loop - Rural (Access Area C)	\$	147.82	See NRC prices below	
	DS3 Loop - Suburban (Access Area B)	\$	146.65	See NRC prices below	
	DS3 Loop - Metro (Access Area A)	\$	143.88	See NRC prices below	
<u>DSL Capable Loops</u>					
	2-Wire Digital Loop ISDN/IDSL				
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural	\$	14.89	See NRC prices below	
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban	\$	11.17	See NRC prices below	
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro	\$	10.29	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	\$	12.54	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	\$	8.73	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	\$	8.47	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	\$	14.17	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	\$	11.29	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	\$	10.26	See NRC prices below	
	4-Wire xDSL Loop				
	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	\$	28.21	See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	\$	22.48	See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	\$	20.43	See NRC prices below	
	HFPL Loop				
*	HFPL Loop - Access Area C- Rural	\$	7.08	NA	N/A
*	HFPL Loop - Access Area B- Suburban	\$	5.64	NA	N/A
*	HFPL Loop - Access Area A- Metro	\$	5.13	NA	N/A
<u>Loop Qualification Process</u>					
	Loop Qualification Process - Mechanized	N/A		\$ 0.10	N/A
	Loop Qualification Process - Manual	N/A		\$ 141.38	N/A
	Loop Qualification Process - Detailed Manual	N/A		TBD	N/A
	HFPL Splitter				
*	SBC owned splitter--line at a time	\$	1.09	N/A	N/A
<u>Loop Non-Recurring Charges (Excluding DS3)</u>					
	Loop Disconnect	N/A		\$ 5.85	N/A
	Design and CO Connection Charge, per circuit - DS0 Service	N/A		\$ 74.94	N/A
<u>Local Switching</u>		<u>USAGE</u>			
	Unbundled Local Switch Usage, per Originating MOU (statewide)	\$	0.001192	NA	NA
	Interim Shared Transport Usage, per Originating MOU (statewide)	\$	3.26	NA	NA
<u>Local Switching Port Charges</u>					
	Analog Line Port	\$	2.53	See NRC prices below	
	Ground Start Port	\$	2.53	See NRC prices below	
	Analog DID Trunk Port	\$	20.62	See NRC prices below	
	ISDN BRI Port	\$	8.19	See NRC prices below	
	ISDN PRI Port	\$	159.60	See NRC prices below	
	Digital Trunking Trunk Port	\$	155.50	See NRC prices below	
	DS1 Trunk Port	\$	70.64	See NRC prices below	
	Centrex Basic Line Port	\$	2.53	See NRC prices below	
	Centrex ISDN BRI Port	\$	8.19	See NRC prices below	
	Centrex EKL Line Port	\$	5.52	See NRC prices below	
	Centrex Attendant Console Line Port	\$	6.39	See NRC prices below	
<u>Cross Connects</u>					

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE COMPANY
MICHIGAN

APPENDIX PRICING
AMERITECH/ Focal Communications Corp. of Michigan
U11831

			AIT Generic Rates			
MICHIGAN			AIT RECURRING		AIT NON-REC.	
			Monthly		Initial	Additional
	2-Wire		\$ 0.13		NA	NA
	4-Wire		\$ 0.25		NA	NA
	6-Wire		\$ 0.38		NA	NA
	8-Wire		\$ 0.50		NA	NA
	DS1/LT1		\$ 0.27		NA	NA
	DS3/LT3		\$ 1.15		NA	NA
	OC3		\$ 0.77		NA	NA
	OC12		\$ 0.77		NA	NA
	OC48		\$ 0.77		NA	NA
Dedicated Transport						
	Entrance Facility:					
	DS1	Zone 1	\$ 34.66		NA	NA
		Zone 2	\$ 41.57		NA	NA
		Zone 3	\$ 47.26		NA	NA
	DS3	Zone 1	\$ 114.33		NA	NA
		Zone 2	\$ 117.09		NA	NA
		Zone 3	\$ 118.25		NA	NA
	OC3	All Zones	\$ 411.35		NA	NA
	OC12	All Zones	\$ 999.31		NA	NA
	OC48	All Zones	\$ 2,669.81		NA	NA
	Interoffice Transport:					
	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 10.06		NA	NA
		Interoffice Mileage - Per Mile - All Zones	\$ 0.36		NA	NA
	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 53.73		NA	NA
		Interoffice Mileage - Per Mile - All Zones	\$ 9.87		NA	NA
	OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 203.01		NA	NA
		Interoffice Mileage - Per Mile - All Zones	\$ 29.63		NA	NA
	OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 508.09		NA	NA
		Interoffice Mileage - Per Mile - All Zones	\$ 54.59		NA	NA
	OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 1,337.29		NA	NA
		Interoffice Mileage - Per Mile - All Zones	\$ 218.39		NA	NA
Multiplexing						
	DS1 to Voice Grade		\$ 178.18		NA	NA
	DS3 to DS1		\$ 262.31		NA	NA
	OC3	Add/Drop Multiplexing - Per Arrangement	\$ 268.79		NA	NA
		Add/Drop Function				
		- Per DS3 Add or Drop	\$ 33.08		NA	NA
		- Per DS1 Add or Drop	\$ 3.83		NA	NA
	OC12	Add/Drop Multiplexing - Per Arrangement	\$ 501.51		NA	NA
		Add/Drop Function				
		- Per OC3 Add or Drop	\$ 44.85		NA	NA
		- Per DS3 Add or Drop	\$ 14.32		NA	NA
	OC48	Add/Drop Multiplexing - Per Arrangement	\$ 264.88		NA	NA
		Add/Drop Function				
		- Per OC12 Add or Drop	\$ 153.29		NA	NA
		- Per OC3 Add or Drop	\$ 44.85		NA	NA
		- Per DS3 Add or Drop	\$ 12.73		NA	NA
Dedicated Transport Cross Connects						
	OC3		\$ 0.88		NA	NA
	OC12		\$ 0.88		NA	NA
	OC48		\$ 0.88		NA	NA
Dedicated Transport Installation & Rearrangement Charges						
		Administration Charge - Per Order - Disconnect			\$ 74.33	
		Design & Central Office Connection Charge - Per Circuit - Disconnect	NA		\$ 34.41	N/A
OTHER						
	Directory Assistance					
		Directory Assistance Call Completion (DACC)	\$ 0.21		NA	NA
		Branding - Facility Based				
		- Branding, per trunk group	NA		\$ 403.64	NA
		Branding - Facility Based				
		- Branding, per trunk group	NA		\$ 403.64	NA

**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”) and Focal Communications Corp. of Michigan (“CLEC”).

WHEREAS, SBC Michigan and CLEC are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission (“MPSC” or “Commission”) for approval, and may have been amended prior to this Amendment (the “Agreement”);

WHEREAS, the MPSC issued an order (“Order”) in Case No. U-13531, on September 21, 2004, approving certain cost studies for unbundled network elements (“UNEs”) that may be included in the Agreement and requiring SBC Michigan to file a compliance cost study showing the resulting UNE rates in summary form as an illustrative interconnection agreement pricing schedule (the “Compliance Filing”);

WHEREAS, SBC Michigan made the Compliance Filing on November 5, 2004;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates and rate structures such as those established by the Order; and

WHEREAS, based on the foregoing, this Amendment incorporates into the Agreement the same rate and rate structure changes as reflected in the illustrative interconnection agreement pricing schedule submitted as part of the Compliance Filing, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1 The Agreement is hereby amended by referencing and incorporating the following:
 - 2.1.1 Solely to conform the Agreement to effectuate certain rate and rate structure changes established by the Commission in the Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
 - 2.1.2 The new rates and rate structures in Attachment A shall begin to apply on November 6, 2004. That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.² In the event the MPSC in

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the names “SBC Michigan” and “SBC Ameritech Michigan” (used interchangeably herein), pursuant to assumed name filings with the State of Michigan.

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier (“Adopting CLEC”) should adopt, directly or indirectly, this Amendment or provisions thereof (“MFN Provisions”) pursuant to Section 252(i) of the Act, the rates and rate structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Michigan

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 notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any

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.

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.

Focal Communications Corp. of Michigan

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

By: Daniel E. Mielczarek

By: Kathy J. Wilkinson

Printed: Daniel E. Mielczarek

Printed: Kathy J. Wilkinson

Title: Director Regulatory Affairs

Title: For/ Senior Vice President - Industry Markets
& Diversified Businesses

Date: 09 December 2004

Date: 12-16-04

FACILITIES-BASED OCN # 4088

ACNA FOC

**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		
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

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	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	\$ -
<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		

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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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
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		
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		

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**SBC Michigan Rates per Order
in Case No. U-13531**

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
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		
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	\$	-	

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in Case No. U-13531**

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
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		\$ -	
- 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	\$ -
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		

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in Case No. U-13531**

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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
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	
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).

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
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		
<u>Centrex System Charges.</u>			
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
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		
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</u>			
Facilities			
800DB Carrier-ID-Only Query	\$ 0.000994		
800DB Routing Options Query	\$ 0.000039		

Access to LIDB Database

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
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		
<u>Unbundled Transport</u>			
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
<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		
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		

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
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		
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

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>			
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
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		

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-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		\$ 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		
Tandem Transport Facility per MOU, per Mile	\$ 0.000001		

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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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
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)			
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
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

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SBC Michigan Rates per Order in Case No. U-13531

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	SBC MI Recurring	SBC Michigan Non-Recurring	
		Connect	Disconnect
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

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

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		

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
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
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	

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**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
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

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**SBC Michigan Rates per Order
in Case No. U-13531**

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	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 Focal Communications Corp. of Michigan (“CLEC”).

WHEREAS, SBC Michigan and CLEC are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission (“MPSC” or “Commission”) for approval, and may have been amended prior to this Amendment (the “Agreement”);

WHEREAS, the MPSC issued an order (“Order”) in Case No. U-13531, on September 21, 2004, approving certain cost studies for unbundled network elements (“UNEs”) that may be included in the Agreement and requiring SBC Michigan to file a compliance cost study showing the resulting UNE rates in summary form as an illustrative interconnection agreement pricing schedule (the “Compliance Filing”);

WHEREAS, SBC Michigan made the Compliance Filing on November 5, 2004;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates and rate structures such as those established by the Order; and

WHEREAS, based on the foregoing, this Amendment incorporates into the Agreement the same rate and rate structure changes as reflected in the illustrative interconnection agreement pricing schedule submitted as part of the Compliance Filing, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

2.1 The Agreement is hereby amended by referencing and incorporating the following:

- 2.1.1 Solely to conform the Agreement to effectuate certain rate and rate structure changes established by the Commission in the Order, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
- 2.1.2 The new rates and rate structures in Attachment A shall begin to apply on November 6, 2004. That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to November 6, 2004 (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.² In the event the MPSC in

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the names “SBC Michigan” and “SBC Ameritech Michigan” (used interchangeably herein), pursuant to assumed name filings with the State of Michigan.

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier (“Adopting CLEC”) should adopt, directly or indirectly, this Amendment or provisions thereof (“MFN Provisions”) pursuant to Section 252(i) of the Act, the rates and rate

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

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.

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); 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.

Focal Communications Corp. of Michigan

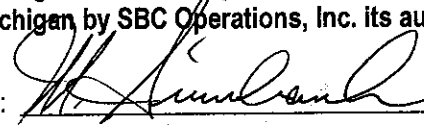
By: 

Printed: David Mace Roberts

Title: Vice President & Assistant Secretary

Date: 3/16/05

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

By: 

Printed: Mike Auinbauh

Title: AVD-Local Interconnection Marketing

Date: 3-29-05

FACILITIES-BASED OCN # 4088

ACNA FOC

**SBC MICHIGAN RATES PER ORDER
IN CASE NO. U-13531**

**ATTACHMENT A –
EXHIBIT A PRICE SCHEDULE
EFFECTIVE NOVEMBER 6, 2004**

	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		
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	SBC Michigan	
	Recurring	Non-Recurring	Disconnect
		Connect	
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 Recurring	SBC Michigan 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 Recurring	SBC Michigan Non-Recurring Connect	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 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		\$ 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	SBC Michigan	
	Recurring	Non-Recurring	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>			
<u>Facilities between the Carrier's Switch and Ameritech's STP and Ameritech Provided</u>			
<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 Recurring	SBC Michigan Non-Recurring Connect	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	Disconnect
		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 Recurring	SBC Michigan Non-Recurring Connect	Disconnect
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 Recurring	SBC Michigan Non-Recurring Connect	Disconnect
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	

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	SBC MI Recurring	SBC Michigan Non-Recurring Connect	Disconnect
Virtual Collocation			
Planning			
Initial		\$ 4,741.75	
Subsequent/Cable Only		\$ 1,436.89	
Land and Building (per 1/4 bay framework)	\$ 11.14		
Relay Rack (per 1/4 rack)	\$ 2.67		
HVAC (per 10 amps of DC power consumption)	\$ 5.88		
Entrance Fiber (per cable)	\$ 14.97	\$ 1,598.37	
Entrance Fiber Structure Charge	\$ 1.94		
Power Delivery	\$ 0.08		
Power Consumption			
DC Power (per AMP)	\$ 6.50		
AC Power (per AMP)	\$ 4.00		
Voice Grade Interconnection Arrangement (per 100 pairs)	\$ 6.51	\$ 936.26	
DS1 Interconnection Arrangement to DCS (per 28 DS1s)	\$ 297.90	\$ 1,421.73	
DS1 Interconnection Arrangement to DSX (per 28 DS1s)	\$ 14.65	\$ 1,421.73	
DS3 Interconnection Arrangement to DCS (per 1 DS3)	\$ 74.66	\$ 363.31	
DS3 Interconnection Arrangement to DSX (per 1 DS3)	\$ 12.84	\$ 363.31	
Fiber Interconnection arrangement (per 12 fiber pairs)	\$ 8.32	\$ 2,277.74	
Collocation to Collocation Arrangement			
Fiber Cable (per 12 fiber cable)	\$ 0.25	\$ 897.29	
DS1 Cable (per 28 DS1s)	\$ 0.20	\$ 560.08	
DS3 Cable (per 1 DS3)	\$ 0.20	\$ 143.12	
Equipment Maintenance and Security Escort			
Equipment Maintenance			
Staffed Building			
Access during attended hours			
Each 1/4 hour		\$ 17.76	
Each additional 1/4 hour		\$ 17.76	
Access during unattended hours			
4 hour minimum		\$ 284.20	
Each additional 1/4 hour		\$ 17.76	
Unstaffed Building			
Access during normal business day			
Each 1/4 hour		\$ 17.76	
Each additional 1/4 hour		\$ 17.76	
Access during non-normal business day			
4 hour minimum		\$ 284.20	
Each additional 1/4 hour		\$ 17.76	
Security Escort			
Staffed Building			
Access during attended hours			
Each 1/4 hour		\$ 15.83	
Each additional 1/4 hour		\$ 15.83	
Access during unattended hours			
4 hour minimum		\$ 253.32	
Each additional 1/4 hour		\$ 15.83	
Unstaffed Building			
Access during normal business day			
Each 1/4 hour		\$ 15.83	
Each additional 1/4 hour		\$ 15.83	
Access during non-normal business day			
4 hour minimum		\$ 253.32	
Each additional 1/4 hour		\$ 15.83	

***Further Amendment
Superseding Certain Intervening Law, Compensation,
Interconnection and Trunking Provisions***

This Further Amendment Superseding Certain Intervening Law, Reciprocal Compensation, Interconnection and Trunking Terms ("Further Amendment") is applicable to this and any future Interconnection Agreement(s) between SBC Operations, Inc., as agent for and on behalf of Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell, Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC SNET, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas, and any of its future affiliates or subsidiaries which are Incumbent Local Exchange Carriers (hereinafter each individually being a "SBC ILEC," and collectively being the "SBC ILECs"), and Focal Communications Corporation, and all affiliated Competitive Local Exchange Carrier subsidiaries and affiliates, including Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Wisconsin, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, Focal Communications Corporation of Texas, and Focal Communications Corporation of Missouri, and any other subsidiaries or affiliates which now or hereafter are CLECs (collectively referred to as "Focal"), in the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut, whether such Interconnection Agreement is negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights. SBC ILECs and Focal shall be referred to individually as "Party" or collectively as the "Parties".

RECITALS

WHEREAS, SBC ILECs and Focal entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (the "ICAs") (any and all such ICAs between the Parties to be referred to hereinafter as the "ICAs."); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties entered into an Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms (the "Superseding Amendment") which expired on December 31, 2004; and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties desire to extend, amend and modify the terms of the ICAs and the Superseding Amendment for the Term (as defined below) pursuant to the terms of this Further Amendment; and

WHEREAS, the Term of this Further Amendment (“Term”) shall commence on January 1, 2005 (the “Effective Date”) and shall continue until December 31, 2006 and thereafter continue in full force and effect unless terminated by either Party by providing at least thirty (30) day’s written notice to the other Party specifying the date it wishes to terminate this Further Amendment (“Termination Date”).

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Further Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

COVENANTS

Scope of Agreement and Lock In:

The foregoing Recitals are hereby incorporated into and made a part of this Further Amendment. Terms not otherwise defined in this Further Amendment shall have the definitions set forth in the ICAs, the Superseding Amendment or the Act.

Notwithstanding anything to the contrary in this Further Amendment, except for the waivers of intervening law in Section 2.2 and Focal’s waiver of 252(i) MFN rights in Section 1.6 which are unaffected by this Section, neither Party waives, but instead expressly reserves, all of their rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law rights (including intervening law rights asserted via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this Further Amendment, the underlying ICAs or any future interconnection agreements or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”) and the FCC’s Biennial Review Proceeding; the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC’s Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); and the FCC’s Order In the Matter of Petition for Declaratory Ruling that AT&T’s Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).

The Parties agree that this Further Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICAs. This Further Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties for the Term, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights.

Any inconsistencies between the provisions of this Further Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above for the Term, will be governed by the provisions of this Further Amendment, unless this Further Amendment is specifically and expressly superseded by a future amendment between the Parties.

1.5 If the underlying ICAs or any future interconnection agreement(s) expire sooner than the Termination Date, the Parties agree that the Further Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the Further Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through the Termination Date. Also, the Parties recognize that an MFN interconnection agreement often receives quicker state public utility commission (“PUC”) approval than the negotiated Further Amendment which will be affixed to that interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Further Amendment, the Parties agree that the rates, terms and conditions of the Further Amendment will, upon state PUC approval of the Further Amendment, apply retroactively to the date of such state PUC approval of the underlying MFN interconnection agreement, or January 1, 2005, whichever is earlier so that the rates, terms and conditions contained herein will apply uninterrupted for the Term. In no event shall the retroactivity apply prior to the Effective Date of this Further Amendment.

1.6 Focal hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection (“POIs”) or trunking requirements that are subject to this Further Amendment. This waiver includes, but is not limited to, any lease, transfer, sale or other conveyance by Focal of all or a substantial portion of its assets, in which case Focal shall obtain the purchaser's agreement to be bound by the terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of Focal.

2.0 Intervening Law/Change of Law:

2.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“*USTA decision*”) and following remand and appeal issued a decision in *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) (“*USTA II decision*”). In addition, the FCC’s adopted its Triennial Review Order on February 20, 2003 CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36), and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“*TRO Remand Order*”). Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002) (all collectively referred to as the “*Orders*”). In entering into this Further Amendment, and except as otherwise set forth in Section 2.2 below, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph and as to any intervening law rights that either Party has in the current ICAs or any future interconnection agreement(s). Except as otherwise set forth in

Section 2.2 below, if any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions (“Provisions”) in this Further Amendment or the current ICAs or any future interconnection agreement(s), specifically including, but not limited to, those arising with respect to the Orders, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order, but only after the subject order becomes effective, upon the written request of either Party (“Written Notice”). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in the current ICAs or any future interconnection agreement(s). In the event that any intervening law rights in the current ICAs or any future interconnection agreement(s) conflict with this Intervening Law paragraph and Section 2.2 for the Term, this Intervening Law paragraph and Section 2.2 following shall supersede and control as to any such conflict(s) as to all rates, terms and conditions in the current ICAs and any future interconnection agreement(s) for such time period.

2.2 Notwithstanding anything herein, during the Term the Parties waive any rights they may have under the Intervening/Change of Law provisions in this Further Amendment, the Parties’ current ICAs or any future interconnection agreement(s) to which this Further Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements that are subject to this Further Amendment including, without limitation, waiving any rights to change the compensation in this Further Amendment in the event that SBC ILEC invokes the FCC terminating compensation plan pursuant to the FCC ISP Reciprocal Compensation Order in any particular state(s); provided however, that if a final, legally binding FCC order related to intercarrier compensation becomes effective after the Effective Date of this Further Amendment including, without limitation, an FCC Order that is issued upon the conclusion of the FCC’s Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01 92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (referred hereto as an “FCC Order:”), the affected provisions of this Further Amendment relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the “Written Request”). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Further Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s); provided, however, that the rates, terms and conditions ultimately ordered by a state commission in an arbitration or negotiated by the Parties shall be retroactive to the effective date of the Written Request following such FCC Order. Except with respect to the exceptions relating to rates for reciprocal compensation, rates for Total Compensable Local

Traffic (as defined herein), POIs and trunking requirements provisions set forth in this Section 2.2, during the Term, each Party shall have full intervening law rights under Section 2.1 of this Further Amendment and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 2.2.

3.0 Reservations of Rights:

3.1 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to reciprocal compensation obligations. By entering into this Further Amendment, neither party waives its right to advocate its view with respect to this issue. The Parties agree that nothing in this Further Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that any payment to Focal under the terms of this Further Amendment shall not be construed as agreement or acquiescence by the SBC ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that SBC ILECs shall make payments for calls to ISPs to Focal pursuant to Sections 4, 5, and 6 herein during the term of this Further Amendment.

3.2 The Parties continue to disagree as to where POIs should be established and under what rates, terms, and conditions Focal may lease facilities from SBC ILEC to establish such POIs. By entering into this Further Amendment, neither Party waives its right to advocate its view with respect to these issues. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper establishment of POIs and the treatment of facilities used to establish such POIs under applicable federal and state law. The Parties further agree that the establishment of POIs pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper establishment of POIs and the treatment of facilities used to establish such POIs. Notwithstanding the foregoing, the Parties agree that Focal and SBC ILECs shall establish POIs pursuant to the rates, terms, and conditions called for in Section 4 herein during the term of this Further Amendment.

3.3 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VOIP") traffic under the Dispute Resolution provisions of the ICAs or any future interconnection agreement(s) between the Parties through December 31, 2006. The Parties further agree that this Further Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Further Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

3.4 By entering into this Further Amendment, neither Party waives the right to advocate its views with respect to the use of, and compensation for, tandem switching and common transport facilities in connection with the carriage of Virtual Foreign Exchange traffic. The Parties further agree that nothing in this Further Amendment shall be construed as an

admission with respect to the proper treatment of Virtual Foreign Exchange traffic. The Parties agree that the handling of Virtual Foreign Exchange traffic pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper treatment of such traffic. Notwithstanding the foregoing, the Parties agree that all compensation between the Parties for the exchange of Virtual Foreign Exchange traffic shall be governed by the rates, terms, and conditions called for in Section 5.1 herein during the term of this Further Amendment.

4.0 Network Architecture Requirements:

4.1 Focal will establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG). Each Party shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI.

(a) In California and Illinois, the Parties agree that this section is satisfied if Focal (at its sole option) establishes a POI either:

(i) at each access or local tandem in which tandem serving area Focal has established a working telephone number local to a rate center in that tandem serving area, and each end office where Focal maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within 15.75 miles of the Vertical and Horizontal coordinate of each rate center where Focal has established a working telephone number local to that rate center.

(b) In Connecticut, Indiana, Michigan, Nevada, Ohio, and Wisconsin, the Parties agree that this section is satisfied if, Focal (at its sole option), establishes a POI either:

(i) at each access or local tandem in which tandem serving area Focal has established a working telephone number local to a rate center in that tandem serving area, and each end office where Focal maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within each mandatory local calling area where Focal has established a working telephone number local to a rate center in that calling area.

(c) The Parties agree that the waivers contained in Section 2.2 with respect to changes in law do not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Further Amendment. This provision shall not be interpreted to affect how the Parties agree to exchange, and compensate one another for, Virtual Foreign Exchange traffic (as defined herein) pursuant to Sections 4, 5, and 6 during the term of this Further Amendment.

(d) Focal may, at its sole option, establish a POI by obtaining dedicated Special Access services or facilities from SBC ILECs (without the need for Focal equipment, facilities, or collocation at the SBC ILECs' offices), or services or facilities from a third party, by establishing collocation, by establishing a fiber meet, or by provisioning such services or facilities for itself.

4.2 Where Focal leases facilities from SBC ILECs to establish a POI, Focal shall be required to begin paying SBC ILEC for such facilities once the facilities are jointly tested and accepted at a trunk level.

4.3 Focal agrees to abide by SBC ILECs' trunk engineering/administration guidelines as stated in the ICAs, including the following:

4.3.1 When interconnecting at SBC ILECs' digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks over three consecutive months for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

4.3.3 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to a transition plan to migrate the embedded one-way trunks to two-way trunks via a method described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC ILECs agree to develop a cutover plan and project manage the cutovers with Focal participation and agreement.

4.4 Subject to Section 4.6, in order to qualify for receipt of reciprocal compensation in a given tandem serving area as provided in this Further Amendment, Focal will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking ("DEOT") does not fall below 70% for two consecutive months. Subject to Section 4.6, if Focal has not established a POI required by Section 4.0, Focal shall not be entitled to reciprocal compensation for calls from that local calling area.

4.5 For new interconnections, Focal will achieve the DEOT criteria identified in Section 4.4 no later than six (6) months (or such other period as may be agreed to by the Parties) after the parties first exchange traffic for each new interconnection arrangement.

4.6 Under no circumstances shall Focal have any liability or otherwise be penalized under this Further Amendment for non-compliance with the applicable POI and DEOT criteria specified herein during the transition period identified in Section 4.5. Furthermore, Focal will have no liability and will face no penalty for non-compliance with the POI and DEOT criteria

specified herein at any time thereafter if such non-compliance results from SBC ILEC's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from SBC ILEC's failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether SBC ILEC's inability or failure to perform is related to a Force Majeure event as that term is described in the underlying ICAs.

4.6.1 Establishing a New POI in an Existing Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, Illinois, Michigan, Indiana, Ohio and Wisconsin territory) where Focal provides service as of the date of execution of this Further Amendment. Focal will notify SBC ILEC of Focal's intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, Illinois, Michigan, Indiana, Ohio and Wisconsin territory) no later than 90 days prior to the end of the transition period by letter to the SBC ILEC Account Manager and project manager for Focal. Focal and SBC ILEC will meet within 10 business days of such notice to plan the transition to any new POI. This notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Section 4.5. Nothing in this paragraph specifically or this Further Amendment generally shall prevent Focal from ordering, or excuse SBC ILECs from provisioning, trunks with respect to an existing POI for new growth or augments during the time that a new POI is being established.

4.6.2 Establishing a POI in a New Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, Illinois, Michigan, Indiana, Ohio and Wisconsin territory) where Focal does not provide service as of the date of execution of this Further Amendment. Focal will notify its SBC ILEC Account Manager no later than 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 business days of SBC ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI to complete the establishment of the POI as promptly as possible, and in any event, by the LERG effective date for the new NPA-NXX. The POI must be established in the applicable Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, Illinois, Michigan, Indiana, Ohio and Wisconsin territory) prior to the exchange of live traffic.

4.7 At any time as a result of either Party's own capacity management assessment, the Parties may begin the provisioning process. The intervals used for the provisioning process will be the same as those used for SBC ILECs' Switched Access service.

4.8 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on Focal's ability to order and receive trunks in any given market.

4.9 In a blocking situation, Focal may escalate to its SBC ILEC Account Manager in order to request a shorter interval. The SBC ILEC Account Manager will obtain the details of the request and will work directly with the SBC ILEC LSC and network organizations in order to determine if Focal's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic:

5.1 If Focal designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by Focal in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

5.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the Total Compensable Local Traffic.

5.2.1 In determining the Total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

5.2.2 In determining the Total Compensable Local Traffic, SBC ILECs' transited minutes of use (MOUs) will be excluded from these calculations.

5.2.3 The rates for SBC ILECs' transited MOUs will be governed by the interconnection agreement.

5.3 Subject to applicable confidentiality guidelines, SBC ILECs and Focal will cooperate to identify toll and transiting traffic; originators of such toll and transiting traffic; and information useful for settlement purposes with such toll and transit traffic originators.

5.3.1 SBC ILECs and Focal agree to explore additional options for management and accounting of toll and transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.3.2 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

6.0 Rate Structure and Rate Levels:

6.1 During the period from January 1, 2005 up through and including December 31, 2006, Total Compensable Local Traffic as defined herein will be exchanged in all states at the rate of \$0.0005 per minute of use. This rate shall be payable to the party on whose network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

6.2. Access Rates

6.2.1 For the period beginning January 1, 2005 and ending December 31, 2005, compensation for termination of intercompany, Intrastate intraLATA toll service traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for

8YY Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff; provided, however, that the rates applicable for such terminating access service provided by Focal shall not exceed the rate(s) in effect as of April 1, 2005. For the period beginning January 1, 2005 and ending December 31, 2005, compensation for termination of intercompany, Interstate intraLATA traffic will be at terminating access rates for MTS and originating access rates for 8YY Service, including the CCL charge, as set forth in each Party's interstate Access Service Tariff; provided, however, that the rates applicable for such terminating access service provided by Focal shall not exceed the rate(s) in effect as of April 1, 2005.

6.2.2 For the period beginning January 1, 2006 and ending with the Termination Date, compensation for termination of intercompany, Intrastate intraLATA toll service traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 8YY Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff; provided however (i) within the State of Illinois, such rates do not exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located and (ii) for all other states, the rates applicable for such terminating access service provided by Focal shall not exceed the rate(s) in effect as of April 1, 2005. For the period beginning January 1, 2006 through the Termination Date, compensation for termination of intercompany, Interstate intraLATA traffic will be at terminating access rates for MTS and originating access rates for 8YY Service, including the CCL charge, as set forth in each Party's interstate Access Service Tariff provided however that such rates do not exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located.

7.0 Additional Terms and Conditions:

7.1 This Further Amendment contains provisions that have been negotiated as part of an entire Further Amendment and integrated with each other in such a manner that each provision is material to every other provision.

7.2 The Parties agree that each and every rate, term and condition of this Further Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICAs or interconnection agreement. The Parties agree that they would not have agreed to this Further Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

7.3 Except as specifically modified by this Further Amendment with respect to their mutual obligations herein and subject to Section 2.0, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

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

7.5 The terms contained in this Further Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through the Termination Date and shall be interpreted solely in accordance with their own terms.

7.6 The headings of certain sections of this Further Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Further Amendment.

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

7.8 SBC Operations, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual SBC ILECs.

8.0 Intentionally Omitted.

Focal Communications Corporation, on behalf of Itself and all Current and Future Affiliated CLECs, including, but not limited to, Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Wisconsin, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, Focal Communications Corporation of Texas, and Focal Communications Corporation of Missouri

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SC California, The Southern New England Telephone Company, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas by SBC Operations, Inc, their authorized agent

Signature: Lawrence E. Strickling

Name: Lawrence E. Strickling
(Print or Type)

Title: Chief Regulatory Officer
(Print or Type)

Date: 6/14/05

Signature: Rebecca L. Sparks

Name: Rebecca L. Sparks

Title: AVP – Local Interconnection Marketing

Date: JUN 08 2005

AECN/OCN:

California	<u>8827</u>
Connecticut	<u>9841</u>
Illinois	<u>7721</u>
Indiana	<u>8654</u>
Michigan	<u>4088</u>
Ohio	<u>3701</u>
Texas	<u>4938</u>

**AMENDMENT TO
INTERCONNECTION/RESALE AGREEMENTS
BY AND BETWEEN**

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, and Southwestern Bell Telephone, L.P. d/b/a SBC Texas AND

**Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, and Focal Communications Corporation of Texas
AND
Broadwing Communications, LLC**

This Amendment to the Interconnection Agreements (the "Amendment") is dated as of August 31, 2005, by and between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company, Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut and Southwestern Bell Telephone, L.P. d/b/a SBC Texas, (collectively, "SBC") and Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, Focal Communications Corporation of Texas (collectively "Focal") and Broadwing Communications, LLC ("Broadwing"), with its principal offices at 1100 Capital of Texas Highway South, Austin, TX, 78746-6426.

WHEREAS, SBC and Focal are parties to certain Interconnection Agreements effective as of 9/22/2004; 10/27/1999; 9/18/2000; 6/28/2000; 12/8/2000; 10/27/2003; and, 10/24/2000; (the "Agreements"); and

WHEREAS, Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio and Focal Communications Corporation of Texas, are either integrating their operations with their affiliated company, Broadwing Communications, LLC and/or are transferring their assets to Broadwing, including, but not limited to, the Interconnection Agreements referenced above and all orders for facilities and circuits placed thereunder, and all facilities and circuits for service ordered pursuant to the tariffs of SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas; and,

WHEREAS, following the integration and/or transfer of assets described above, Broadwing Communications, LLC will supplant Focal as the certificated carrier providing intrastate telecommunications services in Illinois, Indiana, Michigan, Ohio, California, Connecticut and Texas and will become the named party under the existing Interconnection Agreements, and the parties wish to reflect the name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut, SBC Texas, and Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, Focal Communications Corporation of Texas and Broadwing Communications, LLC hereby agree as follows:

1. The Interconnection Agreements between SBC and Focal, referenced above, are hereby amended to reflect the name change, respectively, from "Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal

Communications Corporation of Ohio and Focal Communications Corporation of Texas," to "Broadwing Communications, LLC."

2. (a) SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas, shall reflect the name changes, respectively, from "Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio, Focal Communications Corporation of Texas," to "Broadwing Communications, LLC" on all BANs (Billing Account Numbers) for each of the accounts previously billed to Focal pursuant to the Interconnection Agreements. SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas shall not be obligated, whether under this Amendment or otherwise, to make any other changes to their respective accounts and records, including to the services and items provided and/or billed under the Interconnection Agreements or Special Access arrangements other than in connection with any Broadwing submitted ASRs or LSRs as hereinafter described. Broadwing will submit all required LSRs and ASRs, as required by SBC existing operating practices and procedures, to the appropriate SBC companies to reflect the name change for all existing circuits or like facilities. The name change reflected in the LSRs and ASRs will allow Broadwing to continue to receive services relating to existing facilities and to order any additional services under all of the ACNA/OCNs, BANs and CLLI codes associated with the accounts formerly billed to Focal. Without limiting the foregoing, Broadwing Communications LLC affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Focal with SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas, for those accounts and the services and items provided and/or billed thereunder or under the Interconnection Agreements or any Special Access arrangement.

(b) Focal shall pay twenty-five thousand dollars (\$25,000) to SBC for the Name Change and all associated work by SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut, SBC Texas and its affiliates to reflect the transfer of all assets from Focal to Broadwing, as set forth in section V.B. of the settlement agreement dated May 31, 2005 between SBC Operation Inc., as agent for certain of its operating affiliates, and Focal Communications Corporation on behalf certain of its operating affiliates. The foregoing amount reflects the total aggregate charges for the Name Change for all states where Focal has an effective Interconnection Agreement with SBC and includes all charges for those states.

(c) Per the terms and conditions set forth in the Collocation Memorandum of Understanding between Focal and SBC, dated August 31, 2005, Focal Communications Corporation of California, Focal Communications Company of Connecticut, Focal Communications Corporation of Illinois, Focal Communications Corporation of Michigan, Focal Communications Corporation of Ohio and Focal Communications Corporation of Texas shall submit a short version of the collocation application to SBC for each of its collocation arrangements, requesting a name and billing address change through the Collocation Application Portal (CAP).
3. Once this Amendment is effective, Broadwing Communications, LLC shall operate with SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, SBC California, SBC Connecticut and SBC Texas, under the "Broadwing Communications, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Broadwing Communications, LLC, and labeling (including re-labeling) equipment and facilities with Broadwing Communications, LLC.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Interconnection Agreements, but rather, shall be coterminous with such Agreements.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. 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 the Agreements or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA*, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

7. This Amendment shall be effective in each of the respective states where the Interconnection Agreements are in effect, upon approval by the respective state regulatory bodies, i.e., the California Public Commission; the Department of Public Utility Control of Connecticut ("DPUC"); the Illinois Commerce Commission ("ICC"); the Indiana Utility Regulatory Commission ("IURC"); the Public Service Commission of Michigan ("MPSC"); the Public Utility Commission of Ohio ("PUCO"); and, the Public Utilities Commission of Texas ("PUCT").

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

Focal Communications Corporation of California,
Focal Communications Company of Connecticut,
Focal Communications Corporation of Illinois, Focal
Communications Corporation of Michigan, Focal
Communications Corporation of Ohio, Focal
Communications Corporation of Texas

Illinois Bell Telephone Company d/b/a SBC Illinois,
Indiana Bell Telephone Company Incorporated d/b/a
SBC Indiana, Michigan Bell Telephone Company d/b/a
SBC Michigan, The Ohio Bell Telephone Company
d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a
SBC California, The Southern New England Telephone
Company d/b/a SBC Connecticut and Southwestern
Bell Telephone, L.P. d/b/a SBC Texas by SBC
Operations, Inc., its authorized agent

By: Kim D. Larsen
Name: Kim D. Larsen
(Print or Type)
Title: SVP, and General Counsel
(Print or Type)
Date: August 29, 2005

By: Mike Auinbauh
Name: Mike Auinbauh
(Print or Type)
Title: AVP-Local Interconnection Marketing
Date: SEP 01 2005

FACILITIES-BASED OCN # 8827 - CA
FACILITIES-BASED OCN # 9841 - CT
FACILITIES-BASED OCN # 7721 - IL
FACILITIES-BASED OCN # 8654 - IN
FACILITIES-BASED OCN # 4088 - MI
FACILITIES-BASED OCN # 3701 - OH
FACILITIES-BASED OCN # 4938 - TX

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Broadwing Communications, LLC

By: Kim D. Larsen
Name: Kim D. Larsen
Title: SVP, and General Counsel

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN
AND
BROADWING COMMUNICATIONS, LLC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a SBC Michigan ("SBC") and Broadwing Communications, 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 6/5/2001 (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 17th day of February, 2006, 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.

Broadwing Communications, LLC

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

By: Lawrence E. Starkling

By: Mike Auinbauh

Name: Lawrence E Starkling
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: Chief Regulatory Officer
(Print or Type)

Title: AVP-Wholesale Project and
Service Management

Date: 02/14/2006

Date: FEB 17 2006

FACILITIES-BASED OCN # 4088

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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 collocater; 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 collocater.

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 optonics 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.
- 11.0 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.
- 13.0 [Intentionally left blank.]

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
BROADWING COMMUNICATIONS, LLC

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan¹ (“AT&T Michigan”) and Broadwing 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 3/29/2001 and as subsequently amended (the “Agreement”); and

WHEREAS, the Parties amended said Agreement pursuant to the Michigan Public Service Commission’s (“MI-PSC”) Order in Case No. U-14447 regarding implementation of the FCC’s Triennial Review Order and Triennial Review Remand Order (the “Michigan Order”); and

WHEREAS, on September 26, 2007, the United States District Court for the Eastern District of Michigan issued an order reversing, in part, the Michigan Order; and

WHEREAS, the Parties desire to amend the Agreement to reflect the Court’s decision.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree as follows:

1. In the Amendment to Interconnection Agreement approved 2/28/2006 (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.”

- 1.2 The text of Sections 1.1(i) is removed in its entirety and replaced with the following:

Entrance facilities; (Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC’s networks with AT&T Michigan’s networks.) In accordance with Paragraph 140 of the TRRO, nothing in this

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

Section 1.1 nor the FCC's finding of non-impairment with respect to entrance facilities alters CLEC's right to interconnect with AT&T Michigan's network pursuant to Section 251(c)(2) of the Act for the exchange of traffic;

- 1.3 In Section 6.3.5, the parenthetical "(e.g., entrance facility)" is removed twice, so that the provision now reads as follows:

Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.

2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the MI-PSC and shall become effective ten (10) days following approval by such Commission.

Broadwing Communications, LLC

Michigan Bell Telephone Company d/b/a AT&T
Michigan by AT&T Operations, Inc. its authorized
agentBy: Jamie MoyerBy: Eddie A. Reed, Jr.Printed: Senior Director, Interconnection

Printed: Eddie A. Reed, Jr.

ServicesTitle: Jamie Moyer

Title: Director-Interconnection Agreements

Date: 4-8-08Date: 5-22-08

Resale OCN #

UNE OCN #

Switch Based OCN # 4088ACNA - FOC

**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
BROADWING COMMUNICATIONS, LLC**

The Interconnection Agreement dated December 18, 2000 by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan")¹ and Broadwing Communications, LLC ("Broadwing") ("Agreement") effective in the State of Michigan is hereby amended as follows:

1. Section 21.1 Term of Article XXI Term and Termination 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 commencing January 11, 2008 until January 11, 2011 (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 Broadwing, 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.

Broadwing Communications, LLC

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

By: *Janie Moyer*
Name: *Janie Moyer*
(Print or Type)

By: *Eddie A. Reed, Jr.*
Name: *Eddie A. Reed, Jr.*
(Print or Type)

Title: *Senior Director, Interconnection Services*
(Print or Type)

Title: Director – Interconnection Agreements

Date: *5-29-08*

Date: *6-16-08*

SWITCH-BASED OCN # 4088

UNE OCN # _____

RESALE OCN # _____

ACNA FOC

AT&T Wholesale Amendment

**AMENDMENT TO THE AGREEMENT
BETWEEN
BROADWING COMMUNICATIONS, LLC
AND
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company¹ d/b/a AT&T Michigan ("AT&T Michigan") and Broadwing Communications, LLC ("CLEC"). AT&T Michigan and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Michigan and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved March 29, 2001 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Modify the rates, terms and conditions of the Agreement as specified below:

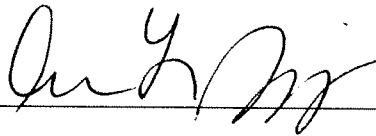
- delete the last four sentences in Section 4.7.3 of Article IV, "Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2);
- delete "Coast's Resale Services Customers via Resale Services or (ii)" from Section 7.1.1 of Article VII, "Telecommunications Carrier (TC) Services";
- delete Article IX, "Unbundled Access – Section 251(c)(3)", in its entirety;
- delete Article X, "Resale at Wholesale Rates – Section 251(c)(4)", in its entirety;
- delete "and Resale Customers" from the heading in Section 15.1 and delete "Resale" after "Coast's" in the first sentence of Section 15.1 of Article XV, "Directory Listings";
- delete "additional services to Coast's Resale Customers, and/or (iii)" in Section 15.2.5 of Article XV, "Directory Listings"
- delete the second sentence in Section 26.1 of Article XXVI, "Billing", in its entirety;
- delete the third and fourth sentences in Section 29.7.1 of Article XXIX, "Miscellaneous";
- delete ", resale or," from Section 30.1 of Article XXX;
- delete the definitions of "Resale Implementation Questionnaire", "Resale Services" and "Resale Tariff" in Schedule 1.2, "Definitions";
- delete "the date Coast has completed and delivered to Ameritech the Resale Implementation Questionnaire and Ameritech has populated its billing systems with the information contained therein (iii)" from the definition of "Service Start Date" in Schedule 1.2, Definitions;
- delete Schedule 9.2.3A, "Promotional UNE Platform and Unbundled Local Switching with Interim Shared Transport", in its entirety;
- delete Section 7.7, "Operator Services and Directory Assistance" of Article VII, "Telecommunications Carrier (TC) Services" in its entirety;
- delete Schedule 7.7.2, "OS/DA", in its entirety
- delete Exhibit PS-X, "Operator Services and Directory Assistance (as a TC Service)"
- delete Schedule 10.1, "Resale Services", in its entirety;

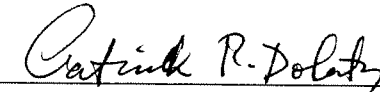
¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

- delete Schedule 10.1.2, "Form of Agreement to Assume Ameritech Contracts", in its entirety;
 - delete "(as a reseller of Resale Services)" from Section 2 of Schedule 10.12.5, "Law Enforcement Interfaces"
 - delete Schedule 10.13, "Resale Maintenance Procedures", in its entirety;
 - delete "(including Resale Service)" from the second paragraph of Schedule 10.18, "Form of Representation of Authorization";
 - delete Pricing Schedule – Michigan in its entirety;
 - delete Appendix Pricing, Ameritech/CLEC, 9/20/00 in its entirety
 - delete Appendix DSL in its entirety
 - delete SBC Michigan Amendment Pricing U-11831 in its entirety;
 - delete Amendment-MPSC September 21, 2004 Order, Case No 13531 in its entirety;
 - delete Amendment – MPSC January 25, 2005 Final Order – Case No. U-13531 in its entirety;
 - delete Amendment-Conforming to TRO/TRRO, fully executed as of 2/17/06, in its entirety
 - delete Amendment REGCPORDMI 11982 Revising Conforming Post TRO Remand, fully executed as of 5/22/08, in its entirety
 - Exhibit A to this Amendment is incorporated into the Agreement and replaces the existing rates in this Agreement, except that applicable tariff references shall remain in effect.
2. It is the intent of this Amendment to remove all Resale, OS/DA and UNE rates, terms and conditions from the Agreement. In the event any such rates, terms and conditions remain in this Agreement, they shall be deemed deleted by this Amendment.
 3. 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 the 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 3.
 4. This Amendment may require that certain sections of the Agreement be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification be accomplished without the necessity of physically removing, replacing or modifying such language throughout the Agreement.
 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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 8. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

Broadwing Communications, LLC

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

By: 

By: 

Printed: Andrea L. Pierantozzi

Printed: Patrick R. Doherty

Title: Vice President
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 4/5/11

Date: APR 11 2011

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
MICHIGAN	<u> </u>	<u> </u>	<u>4088</u>
ACNA -	<u>FOC</u>		

	A	B	C	D	E	F
1	PRODUCT TYPE	RATE ELEMENT DESCRIPTION	USOCs	MONTHLY RECURRING RATE	NON-RECURRING RATE (INITIAL)	NON-RECURRING RATE (ADD'L)
2	EMERGENCY NUMBER SERVICE ACCESS (ENSA)					
3	Channel Conditioning Per Channel					
4		Back to Back		\$32.88	\$365.89	
5		Collocated		\$32.88	\$365.39	
6		Direct (1st channel) Channels		\$199.56	\$357.39	
7		2-24 (per channel)		\$1.88	\$357.39	
8	ANI/ALI/SR and Database Management	Per 1,000 main stations and equivalent network access lines served, rounded up to the nearest 1,000		\$3.93		
9	Control Office Administration					
10		Per NXX		\$2.15	\$122.11	
11	NOTE: 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 AT&T approval.					
12	Alternate Control Office					
13		Per Trunk Group			\$548.24	
14	Address & Routing file (ARF)					
15		Per File Request			\$56.50	
16	Manual Updates					
17		Per Record, per occasion			\$1.58	
18	RECIPROCAL COMPENSATION					
19	End Office Local Termination					
20		Set up charge, per call		\$0.000622		
21		Duration charge, per MOU		\$0.000521		
22	Tandem Switching					
23		Set up charge, per call		\$0.000322		
24		Duration charge, per MOU		\$0.000337		
25	Tandem Transport Termination					
26		Set up charge, per call		\$0.000077		
27		Duration charge, per MOU		\$0.000081		
28	Tandem Transport Facility per MOU, per Mile			\$0.000001		
29	Blended Rate per Superseding Amendment					
30		Total Compensable Local Traffic, per Originating or Terminating MOU (Statewide)		\$0.0005		
31	TRANSIT SERVICE					
32	Tandem Switching					
33		per minute of use	USG23	\$0.000309		
34	Tandem Transport					
35		per minute of use	USG20	\$0.000105		
36	Tandem Transport Facility					
37		per minute of use	USG21	\$0.000040		

	A	B	C	D	E	F
1	PRODUCT TYPE	RATE ELEMENT DESCRIPTION	USOCs	MONTHLY RECURRING RATE	NON-RECURRING RATE (INITIAL)	NON-RECURRING RATE (ADD'L)
38	STRUCTURE PRICING					
39	Pole Attachment and Conduit Occupancy Accomodations					
40	Administrative Fee					
41		Per request or assignment			\$200.00	
42	Pole Attachment Fee					
43		Per pole, per year for each one foot of usable space occupied and for each power supply or equipment case or cabinet attached to a pole			\$1.48	
44	Conduit Attachment Fee					
45		Per foot of innerduct occupied per year Note: If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment			\$0.08	
46	Note: The Structure Pricing rates above are the charges for the lowest existing contract available to an attaching party in the State of Michigan and shall be adjusted periodically consistent with the terms of the Agreement.					
47	COLLOCATION					
48	Physical Collocation					
49	Planning Fees					
50		Physical Collocation - Initial (monthly per 100 SF)	S8GM2	\$19.26		
51		Physical Collocation - Initial (per request)	S8GBV	\$0.00	\$3,735.92	
52		Physical Collocation - Subsequent Cable Only	1ZZ53	\$0.00	\$1,293.20	
53		Common/Shared Collocation - Initial (monthly per 100 SF)	1ZZ54	\$0.89		
54		Common/Shared Collocation - Initial (per request)	S8GBW	\$0.00	\$3,161.16	
55		Common/Shared Collocation - Subsequent Cable Only	1ZZ55	\$0.00	\$1,293.20	
56		Cageless Collocation - Initial	1ZZ56	\$0.00	\$4,741.75	
57		Cageless Collocation - Subsequent Cable Only	1ZZ57	\$0.00	\$1,436.89	
58		Adjacent On-Site Collocation - Initial	1ZZ58	\$0.00	\$6,466.02	
59		Adjacent On-Site Collocation - Subsequent Cable Only	1ZZ59	\$0.00	\$1,293.20	
60		Adjacent Off Site Collocation - Initial	N3RPM	\$0.00	\$1,427.49	
61	Physical Caged Collocation					
62		Physical Land & Building per 100 square foot cage	1ZZ5A	\$907.64		
63		Physical Cage Preparation per 100 square foot cage	1ZZ5B	\$55.44		

	A	B	C	D	E	F
1	PRODUCT TYPE	RATE ELEMENT DESCRIPTION	USOCs	MONTHLY RECURRING RATE	NON-RECURRING RATE (INITIAL)	NON-RECURRING RATE (ADD'L)
64		HVAC per 10 Amps of DC Power	1ZZ5C	\$5.88		
65		Physical Cable Racking per 100 square foot cage	1ZZ5D	\$28.85		
66		Physical Grounding per 100 square foot cage	1ZZ5E	\$4.50		
67	Cageless Collocation					
68		Land and Building Charge (per 1/4 Rack)	1ZZ5F	\$11.14		
69		Relay Rack Charge (Optional per 1/4 Rack)	1ZZ5G	\$2.67		
70		HVAC per 10 Amps of DC Power	1ZZ5H	\$5.88		
71	Caged Common Collocation					
72		Land & Building per common area linear foot	1ZZ5J	\$42.15		
73		Cage Preparation per common area linear foot	1ZZ5K	\$2.09		
74		HVAC per 10 Amps of DC Power	1ZZ5L	\$5.88		
75		Physical Cable Racking per common area linear foot	1ZZ5M	\$4.54		
76		Physical Grounding per common area linear foot	1ZZ5N	\$0.21		
77	Power Consumption - DC Usage					
78		Physical Caged Collocation - Per AMP	1ZZ5O	\$6.10		
79		Common Caged Collocation - Per AMP	1ZZ5P	\$6.10		
80		Cageless Collocation - Per AMP	1ZZ5Q	\$6.50		
81		Adjacent On-Site Collocation - Per AMP	1ZZ5R	\$5.22		
82	Power Consumption - AC Usage					
83		Physical Caged Collocation - Per AMP	1ZZ5S	\$4.00		
84		Common Caged Collocation - Per AMP	1ZZ5T	\$4.00		
85		Cageless Collocation - Per AMP	1ZZ5U	\$4.00		
86		Adjacent On-Site Collocation - Per AMP	1ZZ5V	\$4.00		
87	Security Cards (5 Cards)	Security Cards (5 Cards)	1ZZ5W	\$0.00	\$92.77	
88	Interconnection Arrangements Options					
89	Physical Caged Collocation					
90		DS-1 Arrangement (28 DS1s) - DCS	1ZZ5X	\$297.92	\$1,421.73	
91		DS-1 Arrangement (28 DS1s) - DSX	1ZZ5Y	\$14.65	\$1,421.73	
92	Common Caged Collocation					
93		DS-1 Arrangement (28 DS1s) - DCS	1ZZ5Z	\$297.90	\$1,421.73	
94		DS-1 Arrangement (28 DS1s) - DSX	1ZZ61	\$14.65	\$1,421.73	
95	Cageless Collocation					
96		DS-1 Arrangement (28 DS1s) - DCS	1ZZ62	\$297.90	\$1,421.73	
97		DS-1 Arrangement (28 DS1s) - DSX	1ZZ63	\$14.65	\$1,421.73	
98	Adjacent On-Site Collocation					
99		DS1 Arrangement (28 DS1s) - DCS	1ZZ64	\$297.90	\$1,818.09	
100		DS1 Arrangement (28 DS1s) - DSX	1ZZ65	\$14.67	\$1,818.09	
101		DS1 Racking	S8GBO	\$0.62		
102	Adjacent Off-Site Collocation					
103		DS1 Arrangement (28 DS1s) - DCS	1ZZ66	\$297.90	\$1,421.73	

	A	B	C	D	E	F
1	PRODUCT TYPE	RATE ELEMENT DESCRIPTION	USOCs	MONTHLY RECURRING RATE	NON-RECURRING RATE (INITIAL)	NON-RECURRING RATE (ADD'L)
104		DS1 Arrangement (28 DS1s) - DSX	1ZZ67	\$14.65	\$1,421.73	
105		DS1 Arrangement (450 DS1s) - MDF	1ZZ68	\$355.52	\$694.94	
106	Physical Collocation					
107	Physical Caged Collocation					
108		DS3 Arrangement (1 DS3) - DCS	1ZZ69	\$74.66	\$363.31	
109		DS3 Arrangement (1 DS3) - DSX	1ZZ6A	\$12.84	\$363.31	
110	Common Caged Collocation					
111		DS3 Arrangement (1 DS3) - DCS	1ZZ6B	\$74.59	\$363.31	
112		DS3 Arrangement (1 DS3) - DSX	1ZZ6C	\$12.84	\$363.31	
113	Cageless Collocation					
114		DS3 Arrangement (1 DS3) - DCS	1ZZ6D	\$74.66	\$363.31	
115		DS3 Arrangement (1 DS3) - DSX	1ZZ6E	\$12.84	\$363.31	
116	Adjacent On-Site Collocation					
117		DS3 Arrangement (1 DS3) - DCS	1ZZ6F	\$74.68	\$464.59	
118		DS3 Arrangement (1 DS3) - DSX	1ZZ6G	\$12.86	\$464.59	
119		DS3 Racking	S8GBP	\$0.62		
120	Physical Caged Collocation					
121		Voice Grade Arrangement (100 Pairs)	1ZZ6H	\$6.44	\$936.26	
122	Common Caged Collocation					
123		Voice Grade Arrangement (100 Pairs)	1ZZ6J	\$6.44	\$936.26	
124	Cageless Collocation					
125		Voice Grade Arrangement (100 Pairs)	1ZZ6K	\$6.51	\$936.26	
126	Adjacent On-Site Collocation					
127		Voice Grade Arrangement (100 Pairs)	1ZZ6L	\$6.31	\$1,065.28	
128		Voice Grade Racking	S8GBQ	\$0.54	None	
129		Rack Between CO Outside Wall and Adjacent On-Site, per rack	S8GBR	\$35.80	\$300.72	
130	Adjacent Off-Site Collocation					
131		Voice Grade Arrangement (900 Pairs)	1ZZ6M	\$355.52	\$694.94	
132	Optical Circuit Arrangement (12 fiber pairs)					
133		Physical Caged Collocation (per cable)	1ZZ6N	\$8.32	\$2,622.86	
134		Caged Common Collocation (per cable)	1ZZ6O	\$8.32	\$2,622.86	
135		Cageless Collocation (per cable)	1ZZ6P	\$8.32	\$2,277.74	
136		Adjacent On-Site Collocation (per cable)	1ZZ6Q	\$8.34	\$2,912.75	
137		Adjacent On-Site Collocation (Optical Racking)	S8GBS	\$0.77		
138		Adjacent Off-Site Collocation (per cable)	1ZZ6R	\$9.14	\$2,903.19	
139	Power Arrangement					
140	Physical Caged Collocation					
141		Power Delivery - 40 AMP	1ZZ6S		\$170.71	
142		Power Delivery - 100 AMP	1ZZ6T		\$222.66	
143		Power Delivery - 200 AMP	1ZZ6U		\$290.20	
144	Physical Cageless Collocation	Physical Cageless Collocation	S8GNL	\$0.08		
145	Common Caged Collocation					
146		Power Delivery - 40 AMP	1ZZ6V		\$170.71	

	A	B	C	D	E	F
1	PRODUCT TYPE	RATE ELEMENT DESCRIPTION	USOCs	MONTHLY RECURRING RATE	NON-RECURRING RATE (INITIAL)	NON-RECURRING RATE (ADD'L)
147		Power Delivery - 100 AMP	1ZZ6W		\$222.66	
148		Power Delivery - 200 AMP	1ZZ6X		\$290.20	
149	Adjacent On-Site Collocation					
150		Power Delivery - 200 AMP	1ZZ6Y	\$16.02	\$6,058.45	
151		Power Delivery - 400 AMP	1ZZ6Z	\$32.03	\$11,764.36	
152		Power Delivery - 600 AMP	1ZZ81	\$33.80	\$15,543.72	
153		Power Delivery - 800 AMP	1ZZ82	\$50.71	\$23,139.31	
154		Cable rack between CO outside Wall and Adjacent On Site	S8GBT	\$35.48	\$297.75	
155		Cable Entrance per wall opening	S8GBU	\$0.00	\$714.83	
156		Entrance Fiber Structure Charge (Per 125 Foot Innerduct)	S8FVZ	\$1.94		
157	Entrance Fiber , per cable sheath					
158		Physical Caged Collocation	1ZZ83	\$2.71	\$1,598.37	
159		Common Caged Collocation	1ZZ84	\$2.71	\$1,598.37	
160		Cageless Collocation	1ZZ85	\$14.97	\$1,598.37	
161		Adjacent On-Site Collocation	1ZZ86	\$31.26	\$2,880.83	
162	Adjacent On-Site Collocation Arrangement					
163		Land Rental, per square foot	1ZZ87	\$0.39		
164	Collocation-to-Collocation Connection					
165	Physical to Physical					
166		Fiber Cable (12 Fibers)	1ZZ88	\$0.84	\$2,277.74	
167		DS1 Cable (29 DS1s)	1ZZ89	\$0.76	\$1,421.73	
168		DS3 Cable (1 DS3)	1ZZ8A	\$0.76	\$363.31	
169	Cageless to Cageless					
170		Fiber Cable (12 Fibers)	1ZZ8B	\$0.25	\$897.29	
171		DS1 Cable (29 DS1s)	1ZZ8C	\$0.20	\$560.08	
172		DS3 Cable (1 DS3)	1ZZ8D	\$0.20	\$143.12	
173	Physical/Cageless to Virtual					
174		Fiber Cable (12 Fibers)	1ZZ8E	\$0.24	\$829.91	
175		DS1 Cable (29 DS1s)	1ZZ8F	\$0.19	\$518.01	
176		DS3 Cable (1 DS3)	1ZZ8G	\$0.19	\$132.37	
177						
178	Virtual Collocation					
179	Planning					
180		Initial	1ZZ8H	\$0.00	\$4,741.75	
181		Subsequent/Cable Only	1ZZ8J	\$0.00	\$1,436.89	
182		Land and Building (per 1/4 Bay Framework)	1ZZ8K	\$11.14		
183		Relay Rack (per 1/4 Rack)	1ZZ8L	\$2.67		
184		HVAC (per 10 Amps of DC Power Consumption)	1ZZ8M	\$5.88		
185		Entrance Fiber (per Cable)	1ZZ8N	\$14.97	\$1,598.37	
186		Entrance Fiber Structure Charge	S8GBX	\$1.94	None	
187		Power Delivery	1ZZ8O	\$0.08		
188	Power Consumption					

	A	B	C	D	E	F
1	PRODUCT TYPE	RATE ELEMENT DESCRIPTION	USOCs	MONTHLY RECURRING RATE	NON-RECURRING RATE (INITIAL)	NON-RECURRING RATE (ADD'L)
189		DC Power Per AMP	1ZZ8P	\$6.50		
190		AC Power Per AMP	1ZZ8Q	\$4.00		
191		Voice Grade Interconnection Arrangement (Per 100 Pairs)	1ZZ8R	\$6.51	\$936.26	
192		DS-1 Interconnection Arrangement to DCS (Per 28 DS1s)	1ZZ8S	\$297.90	\$1,421.73	
193		DS-1 Interconnection Arrangement to DSX (Per 28 DS1s)	1ZZ8T	\$14.65	\$1,421.73	
194		DS-3 Interconnection Arrangement to DCS (per one DS3)	1ZZ8U	\$74.66	\$363.31	
195		DS-3 Interconnection Arrangement to DSX(per one DS3)	1ZZ8V	\$12.84	\$363.31	
196		Fiber Interconnection Arrangement (Per 12 Fiber Pairs)	1ZZ8W	\$8.32	\$2,277.74	
197	Collocation-to-Collocation Arrangement					
198		Fiber Cable (Per 12 Fiber Cable)	1ZZ8X	\$0.25	\$897.29	
199		DS-1 Cable (Per 28 DS1s)	1ZZ8Y	\$0.20	\$560.08	
200		DS-3 Cable (Per DS3)	1ZZ8Z	\$0.20	\$143.12	
201	Equipment Maintenance and Security Escort					
202	Equipment Maintenance					
203	Staffed Building					
204		Access during attended hours				
205		Each 1/4 hour	1ZZ91	\$0.00	\$17.76	
206		Each additional 1/4 hour	1ZZ91	\$0.00	\$17.76	
207		Access during unattended hours				
208		4 hour minimum	1ZZ92	\$0.00	\$284.20	
209		Each additional 1/4 hour	1ZZ91		\$17.76	
210	Unstaffed Building					
211		Access during normal business day				
212		Each 1/4 hour	1ZZ93		\$17.76	
213		Each additional 1/4 hour	1ZZ93		\$17.76	
214		Access during non-normal business day				
215		4 hour minimum	1ZZ92		\$284.20	
216		Each additional 1/4 hour	1ZZ93		\$17.76	
217	Security Escort					
218	Staffed Building					
219		Access during attended hours				
220		Each 1/4 hour	1ZZ94		\$15.83	
221		Each add'l 1/4 hour	1ZZ94		\$15.83	
222		Access during unattended hours				
223		4 hour minimum	1ZZ95		\$253.32	
224		Each additional 1/4 hour	1ZZ94		\$15.83	
225	Unstaffed Building					
226		Access during normal business day				
227		Each 1/4 Hour	1ZZ96	\$0.00	\$15.83	

	A	B	C	D	E	F
1	PRODUCT TYPE	RATE ELEMENT DESCRIPTION	USOCs	MONTHLY RECURRING RATE	NON-RECURRING RATE (INITIAL)	NON-RECURRING RATE (ADD'L)
228		Each additional 1/4 hour	1ZZ96		\$15.83	
229		Access during non-normal business day				
230		4 hour minimum	1ZZ95	\$0.00	\$253.32	
231		Each additional 1/4 hour	1ZZ96	\$0.00	\$15.83	

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN

AND

BROADWING COMMUNICATIONS, LLC



Signature: eSigned - Gary BlackName: eSigned - Gary Black
(Print or Type)Title: VP-Carrier Relations
(Print or Type)Date: 11 Mar 2015

Broadwing Communications, LLC

State	CLEC OCN
MICHIGAN	4088

Description	ACNA Code(s)
ACNA(s)	FOC

Signature: eSigned - William A. BockelmanName: eSigned - William A. Bockelman
(Print or Type)Title: Director
(Print or Type)Date: 13 Mar 2015Michigan Bell Telephone Company d/b/a AT&T
MICHIGAN by AT&T Services, Inc., its authorized
agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
BROADWING COMMUNICATIONS, LLC
AND
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN**

This Amendment (the “Amendment”) amends the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN (“AT&T MICHIGAN”) (previously referred to as “Michigan Bell” or “SBC Michigan”) and Broadwing Communications, LLC (“CLEC”). AT&T MICHIGAN and CLEC are hereinafter referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, AT&T MICHIGAN and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1934, as amended (the “Act”), approved March 29, 2001 and as subsequently amended (the “Agreement”); and

WHEREAS, the Parties desire to modify certain rates and terms related to Emergency Number Service Access; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The rates for Emergency Number Service Access in Exhibit A attached supersede the corresponding recurring and nonrecurring rates for ANI/ALI/SR and Database Management.
2. AT&T MICHIGAN shall no longer provide ANI/ALI/SR and Database Management Access Routing Files, also known as the Master Street Address Guide (MSAG), via CD-ROM, and the CD-ROM rate in the Pricing Schedule – Michigan (“Pricing Schedule”) is deleted.
3. The Exhibit PS-I to the Pricing Schedule is deleted.
4. The following language is added to Article III Interconnection - Section 3.9, 9-1-1 Service.

CLEC shall order the appropriate number of trunks based on the following table at the rates set forth in the MW 911 Pricing Sheet. The number of trunks required is based on the number of Access Lines provided by CLEC in each 911 default routing area as specified in the Trunk Group Design Guide on CLEC On-line.

Access Lines	Trunks Required
01 - 1,500	2 Trunks
1,501 - 7,500	3 Trunks
7,501 - 18,500	4 Trunks
18,501 - 33,500	5 Trunks
>33,500	To be separately negotiated

AT&T MICHIGAN shall provide E911 Service selected by Requesting Carrier in the Exchange Area(s) that meet both of the following conditions: (1) Requesting Carrier is authorized to provide local exchange Telecommunications Services in such Exchange Area(s), and (2) AT&T MICHIGAN is the 911 service provider in such Exchange Area(s).

5. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

PRICING SHEETS

Exhibit A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
5	MI	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management	OE9XX	9S89X			\$ 490.65		
5	MI	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management - Per 100 Records or part thereof	OE9XX	9S89X		\$ 3.70			100 Records or part thereof

AT&T Wholesale Amendment

AMENDMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
BROADWING COMMUNICATIONS, LLC



Signature: eSigned - Gary Black, Jr.Name: eSigned - Gary Black, Jr.
(Print or Type)Title: VP Carrier Relations
(Print or Type)Date: 03 Mar 2015

Broadwing Communications, LLC

State	CLEC OCN
MICHIGAN	4068

Description	ACNA Code(s)
ACNA(s)	FOC

Signature: eSigned - Kristen E. ShoreName: eSigned - Kristen E. Shore
(Print or Type)Title: Executive Director-Regulatory
(Print or Type)Date: 04 Mar 2015Michigan Bell Telephone Company d/b/a AT&T
Michigan by AT&T Services, Inc., its authorized
agent

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
BROADWING COMMUNICATIONS, LLC**

This Amendment modifies the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T MICHIGAN") (previously referred to as "Ameritech Michigan") and Broadwing Communications, LLC ("Broadwing" or "CLEC"). AT&T MICHIGAN and Broadwing Communications, LLC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, AT&T MICHIGAN and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated December 18, 2000 (the "Agreement"); and,

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recital, the terms and conditions contained herein, and Pricing Sheet(s) attached hereto as Exhibit 1, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to amend Article III (INTERCONNECTION PURSUANT TO SECTION 251(c)(2)) of the Agreement to add the following Section 3.8:

3.8 Entrance Facilities

3.8.1 Entrance Facilities are transmission facilities (typically wires or cables) that connect Broadwing's network with AT&T MICHIGAN's network. Specifically, Entrance Facilities connect Broadwing's network from Broadwing's Switch or Point of Presence ("POP") within the LATA to the AT&T MICHIGAN Serving Wire Center of such Switch or POP.

3.8.2 Broadwing may purchase "existing" Entrance Facilities at the rates set forth in the Pricing Sheet(s) attached hereto as Exhibit 1, when used only for interconnection within the meaning of Section 251(c)(2) of the Act and 47 C.F.R. § 51.5, which for avoidance of doubt includes interconnection for the exchange of Optional EAS Traffic. Additionally, the Parties agree that Entrance Facilities may be used for the transmission and routing of transit traffic. An Entrance Facility is "existing" if the facility is present in AT&T MICHIGAN's network when Broadwing submits an Access Service Request ("ASR") requesting the Entrance Facility and no special construction is required. The Parties do not agree whether Entrance Facilities used in part in compliance with the foregoing and in part for other purposes ("Mixed Use Facilities") qualify, in whole or in part, for the rates set forth in the Pricing Sheet(s) attached hereto as Exhibit 1, which disagreement is subject to the Lawsuit (as defined in Section 6 below). Such Mixed Use Facilities will not be provided pursuant to this Agreement as amended, but may be provided pursuant to the applicable AT&T Michigan tariff and/or Federal tariff, but subject to Section 5 below.

3.8.3 Broadwing may not use Entrance Facilities obtained pursuant to this Agreement for any other purpose, including without limitation (i) as unbundled network elements under Section 251(c)(3) of

the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between Broadwing's customer and Broadwing's switch, or to carry traffic to and from its own end users) or (iii) E911, Operator Services and Directory Assistance, and Meet Point Trunk Groups. The Parties do not agree whether the services in (iii) above qualify in whole or in part for the rates set forth in the Pricing Sheet(s), which is also subject to the Lawsuit. Subject to Section 5 below, the services will not be provided pursuant to this Agreement as amended, but may be provided pursuant to the applicable AT&T Michigan tariff.

- 3.8.4 If AT&T MICHIGAN determines that Broadwing is sending traffic over an Entrance Facility other than as set forth in Section 3.8.2, AT&T MICHIGAN shall notify Broadwing of such non-compliance, and Broadwing shall cure such non-compliance within 45 days of such notice. If Broadwing does not cure such non-compliance within 45 days, notwithstanding other terms of the Agreement, AT&T MICHIGAN reserves its rights to convert non-compliant facilities to the equivalent month-to-month switched access rates and back bill the difference between such rates and the Entrance Facility rates to the date of such notice.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 5. 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 ("Change of Law") that were the basis or rationale for any rate(s), terms(s) and/or condition (s) of this Amendment, which are preserved by this Amendment, and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, either Party may require modification consistent with the action of the Change of Law Event by providing a written request to negotiate an amendment.
 6. Broadwing has asserted claims against AT&T MICHIGAN, and AT&T MICHIGAN has asserted counterclaims against Broadwing, in a lawsuit styled *Broadwing Communications, LLC, et al. v. Illinois Bell Telephone Company et al.*, Case No. 4:13cv1080, pending in the United States District Court for the Eastern District of Missouri (the "Lawsuit"). The Parties agree this Amendment is not an admission with respect to any of the issues, arguments, claims, and counterclaims asserted in the Lawsuit. This Amendment, or the fact that the Parties entered into this Amendment, cannot be used for any purpose in the Lawsuit. By entering into this Amendment, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the issues, arguments, claims and counterclaims raised by either Party in the Lawsuit.
 7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 8. This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

PRICING SHEETS

Exhibit 1
Arkansas Entrance Facility

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
2	MI	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Zone 1	UZ1	UEYB1	1	\$ 32.36	NA	NA	
2	MI	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Zone 2	UZ1	UEYB2	2	\$ 31.44	NA	NA	
2	MI	Entrance Facilities used for Local Interconnection	DS1 Entrance Facilities Zone 3	UZ1	UEYB3	3	\$ 29.05	NA	NA	
2	MI	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Zone 1	UZ3	UEYC1	1	\$ 201.73	NA	NA	
2	MI	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Zone 2	UZ3	UEYC2	2	\$ 255.60	NA	NA	
2	MI	Entrance Facilities used for Local Interconnection	DS3 Entrance Facilities Zone 3	UZ3	UEYC3	3	\$ 263.92	NA	NA	
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 1	UZ1	CZ4X1	1	\$ 12.39	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 2	UZ1	CZ4X2	2	\$ 12.28	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 3	UZ1	CZ4X3	3	\$ 13.17	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Interzone	UZ1	CZ4XZ	I	\$ 13.36	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 1	UZ1	1YZX1	1	\$ 0.69	NA	NA	Per Mile
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 2	UZ1	1YZX2	2	\$ 0.77	NA	NA	Per Mile
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 3	UZ1	1YZX3	3	\$ 0.50	NA	NA	Per Mile
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS1 Interoffice Transport - Interoffice Mileage - Per Mile - InterZone	UZ1	1YZXZ	I	\$ 0.20	NA	NA	Per Mile
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 1	UZ3	CZ4X1	1	\$ 129.82	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 2	UZ3	CZ4X2	2	\$ 114.98	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Zone 3	UZ3	CZ4X3	3	\$ 110.02	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage Termination - Per Point of Termination - Interzone	UZ3	CZ4WZ	I	\$ 121.50	NA	NA	Per Point of Termination
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 1	UZ3	1YZX1	1	\$ 6.20	NA	NA	Per Mile

PRICING SHEETS

Exhibit 1
Arkansas Entrance Facility

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
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 2	UZ3	1YZX2	2	\$ 3.84	NA	NA	Per Mile
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - Zone 3	UZ3	1YZX3	3	\$ 9.52	NA	NA	Per Mile
2	MI	Interoffice Mileage to establish Local Interconnection at Non-Serving Wirecenter office	DS3 Interoffice Transport - Interoffice Mileage - Per Mile - InterZone	UZ3	1YZBZ	I	\$ 3.73	NA	NA	Per Mile
2	MI	Multiplexing	DS3 to DS1 - Zone 1	UZ3	QM3X1		\$ 414.55	NA	NA	
2	MI	Multiplexing	DS3 to DS1 - Zone 2	UZ3	QM3X2		\$ 414.55	NA	NA	
2	MI	Multiplexing	DS3 to DS1 - Zone 3	UZ3	QM3X3		\$ 414.55	NA	NA	

AT&T Wholesale Amendment

AMENDMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
AND
BROADWING COMMUNICATIONS, LLC



Signature: eSigned - Gary Black Jr.Signature: eSigned - William BockelmanName: eSigned - Gary Black Jr.
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: VP - Carrier Relations
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 22 Dec 2016Date: 03 Jan 2017

Broadwing Communications, LLC

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

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	---	---	4088

Description	ACNA Code(s)
ACNA(s)	FOC

**AMENDMENT TO THE AGREEMENT
BETWEEN
BROADWING COMMUNICATIONS, LLC
AND
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

This amendment ("Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T") and Broadwing Communications, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved March 20, 2001 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks*, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"); and

WHEREAS, AT&T MICHIGAN, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes; and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - AT&T Transit Traffic Service Attachment, Exhibit B – Customer Information Services, and Exhibit C - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. **Intercarrier Compensation**
 - 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit C, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit C hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
4. **Forbearance**

- 4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.

5. Customer Information Services (CIS)

- 5.1. With the exception of 5.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
- 5.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit B; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit C, to the Agreement.
- 5.3. Add the following provisions to the Attachment or Appendix for Resale
 - CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
 - CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
 - CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.
 - CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
 - CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
 - CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

6. Midwest Region Performance Measures and Remedies Plan (applicable in the states of Illinois, Indiana, Michigan, Ohio and Wisconsin):

- 6.1. The term of the Plan shall be extended for two (2) years ending December 31, 2018.
- 6.2. For Midwest Region Performance Measures and Remedies Plan only, the Amendment shall be implemented as of January 1, 2017 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2017, remedies are effective with February 2017 performance data which will be reported in March 2017 with remedies due being payable in April 2017.

7. The Parties agree to add the following language as Section 29.21 to Article XXIX of the Agreement.

29.21. Joint and Several Liability

29.21.1 In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using CLEC's company codes or identifiers, all such entities shall be jointly and severally liable for CLEC's obligations under this Agreement.

8. The Parties agree to replace Section 29.10 from the Agreement with the following language:

29.10. Notices

29.10.1 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:

29.10.1.1 delivered by electronic mail (email).

29.10.1.2 delivered by facsimile.

29.10.2 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:

29.10.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 29.10.4 below.

29.10.2.2 delivered by facsimile provided CLEC has provided such information in Section 29.10.4 below.

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

29.10.3.1 the date of actual receipt.

29.10.3.2 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.

29.10.3.3 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.

29.10.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	ATTN: General Counsel - Regulatory
STREET ADDRESS	1025 Eldorado Blvd
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-4537
FACSIMILE NUMBER	(720) 567-2209
EMAIL ADDRESS	michael.mooney@level3.com

Copy to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Gary Black, Jr. VP-Carrier Relations
STREET ADDRESS	1025 Eldorado Blvd.
CITY, STATE, ZIP CODE	Broomfield, CO 80021

PHONE NUMBER*	(720) 888-3059
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Gary.Black@Level3.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.

- 29.10.5** 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 **29.10**. 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.
- 29.10.6** 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 **29.10** notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
- 29.10.6.1** 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.
- 29.10.6.2** 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.
- 29.10.7** 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.
9. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
10. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 8.1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.

11. 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.

EXHIBIT A
ATTACHMENT 06 – OPERATOR SERVICES AND
DIRECTORY ASSISTANCE
(f/k/a CUSTOMER INFORMATION SERVICES)

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1.0 INTRODUCTION

- 1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.
- 1.2 OS/DA:
 - 1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:
 - 1.2.1.1 CLEC's own physical Switches; or
 - 1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.
 - 1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:
 - 1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.
 - 1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).
 - 1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.
 - 1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.
 - 1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.
- 1.3 Listings:
 - 1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

- 2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.
- 2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.
- 2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

- 2.4 “Listings” means information identifying the listed names of subscribers of carriers and subscribers’ telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.
- 2.5 “Services” means Operator Services/Directory Assistance (OS/DA) and Listings.
- 2.6 “Toll Center Code” means the three digit access tandem code (“ATC”) that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.
- 3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)
- 3.1 Dialing Parity:
- 3.1.1 AT&T-21STATE will provide OS/DA to CLEC’s End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.
- 3.2 Response Parity:
- 3.2.1 Where available and technically feasible, CLEC’s End Users shall be answered by AT&T-21STATE’s OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE’s End Users.
- 3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.
- 3.3 Requirements to Physically Interconnect:
- 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE’s OS/DA switches.
- 3.3.2 The demarcation point for OS/DA traffic between the Parties’ networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC’s OS/DA traffic originates.
- 3.3.2.1 Because CLEC’s switch may serve End Users in more than one LATA, the Parties agree that CLEC’s OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC’s switch.
- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User’s physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE’s OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC’s switch-based OS/DA traffic;
- 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
- 3.3.3.3 Whether CLEC or CLEC’s Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.3.4 Whether CLEC or CLEC’s Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE’s OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE’s switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE’s intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE’s switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.
- 3.3.5 General OS/DA Trunking Requirements:

- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
 - 3.3.6.1 Operator Service Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
 - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
 - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
 - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
 - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

- 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
- 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
 - 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
 - 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

- 4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
 - 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
 - 4.2.1.2 Listing Information Confidentiality:
 - 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
 - 4.2.1.3 Unlisted/Non-Published End Users:
 - 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

- 4.2.1.4 Additional Listings:
- 4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.
- 4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.
- 4.2.3 White Page Directories:
- 4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.
- 4.2.4 Use of Subscriber Listing Information:
- 4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.
- 4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.7 Breach of Contract:
- 4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.8 General Conditions for Listings:
- 4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
- 4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
- 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

- 6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective Through 6/30/17)	OHU	USG14		0.0007			MOU
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)	OHU	USG14		\$0.00			MOU
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) where applicable, per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per call	XPU	OPEN		\$ 0.03		NA	per OS/DA call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					\$800.00	\$800.00	per trunk group
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN					\$ 5,000.00		per state, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN					NA	\$ 1,500.00	per state, per OCN
6	MI	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	MI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load					\$ 0.040	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060	NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.62%	N/A	N/A	Flat Rate Discount for Resale
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.62%	N/A	N/A	Flat Rate Discount for Resale

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA
BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE
OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO

AND

BROADWING COMMUNICATIONS, LLC



Signature: eSigned - Gary Black, Jr.Name: eSigned - Gary Black, Jr.
(Print or Type)Title: VP-Carrier Relations
(Print or Type)Date: 18 Sep 2018

Broadwing Communications, LLC

Signature: eSigned - William BockelmanName: eSigned - William Bockelman
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 24 Sep 2018

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS,
Indiana Bell Telephone Company Incorporated d/b/a
AT&T INDIANA, Michigan Bell Telephone Company
d/b/a AT&T MICHIGAN, The Ohio Bell Telephone
Company d/b/a AT&T OHIO by AT&T Services, Inc., its
authorized agent

State	CLEC OCN
ILLINOIS	7721
INDIANA	8654
MICHIGAN	4088
OHIO	3701

Description	ACNA Code(s)
ACNA(s)	FOC

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN**

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE
COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A
AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO
AND
BROADWING COMMUNICATIONS, LLC**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A.

WHEREAS, AT&T, members of the CLEC community and representatives of the state Commission staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin recently participated in a collaborative to determine whether to modify the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin ("Collaborative Review"); and

WHEREAS, that Collaborative Review resulted in agreement by the Parties to extend the term of the Plan, without changes.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The term of the Plan shall be extended for two (2) years ending December 31, 2020.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
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, Indiana and Michigan: This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. However, for all states, the Amendment shall be implemented as of January 1, 2019 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2019, remedies are effective with February 2019 performance data which will be reported in March 2019 with remedies due being payable in April 2019.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Broadwing Communications, LLC	Interconnection	9/22/2004
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Broadwing Communications, LLC	Interconnection	10/27/1999
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Broadwing Communications, LLC	Interconnection	3/29/2001
The Ohio Bell Telephone Company d/b/a AT&T Ohio	Broadwing Communications, LLC	Interconnection	9/27/2000

AMENDMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
AND
BROADWING COMMUNICATIONS, LLC



Signature: eSigned - Gary Black, Jr.Name: VP-Carrier Relations
(Print or Type)Title: 17 Feb 2020
(Print or Type)

Date: _____

Broadwing Communications, LLC

State	CLEC OCN
MICHIGAN	4088

Description	ACNA Code(s)
ACNA(s)	FOC

Signature: eSigned - Kristen ShoreName: AVP Regulatory
(Print or Type)Title: 17 Feb 2020
(Print or Type)

Date: _____

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
BROADWING COMMUNICATIONS, LLC
AND
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

This Amendment ("Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T") and Broadwing Communications, LLC ("Broadwing Communications, LLC"). AT&T and Broadwing Communications, LLC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Broadwing Communications, LLC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed December 18, 2000 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Replace Section 3.8 in Article III (INTERCONNECTION PURSUANT TO SECTION 251(c)(2)) of the Agreement with the following

3.8 Entrance Facilities

- 3.8.1 Entrance Facilities are transmission facilities (typically wires or cables) that connect Level 3's network with AT&T's network. Specifically, Entrance Facilities connect Level 3's network from Level 3's Switch or Point of Presence ("POP") within the LATA to the AT&T Serving Wire Center of such Switch or POP.
- 3.8.2 To resolve Broadwing Communications, LLC asserted claims against AT&T, and AT&T asserted counterclaims against Level 3, in a lawsuit styled Level 3 Communications, LLC, et al. v. Illinois Bell Telephone Company, et al., Case No. 4:13cv1080, in the United States District Court for the Eastern District of Missouri (the "Lawsuit"), Broadwing Communications, LLC may convert an Entrance Facility purchased from an AT&T tariff and/or service guidebook to an Entrance Facility as described in 3.8.3 below only when Broadwing Communications, LLC provides 90 days of verifiable evidence that more than 90% of the traffic sent by Broadwing Communications, LLC over the particular Entrance Facility is 251(b)(5) Traffic ("Convert"). If Broadwing Communications, LLC submits an order to Convert an Entrance Facility but fails to provide verifiable evidence, or the verifiable evidence fails to demonstrate the 90% standard, then AT&T may reject such order. If Broadwing Communications, LLC submits an order to Convert an Entrance Facility subject to the Lawsuit, AT&T will either waive or credit any Early Termination Fees or Non-Recurring Charges associate with the Conversion order. This Section 3.8.2 only applies to the facilities that were in dispute in the Lawsuit.
- 3.8.3 Broadwing Communications, LLC may purchase "existing" Entrance Facilities at the rates set forth in the Pricing Sheet(s), when used only for interconnection within the meaning of Section 251(c)(2) of the Act and 47 C.F.R. § 51.5, which for avoidance of doubt includes interconnection for the exchange of Optional EAS Traffic. Additionally, the Parties agree that Entrance Facilities may be used for the transmission and routing of transit traffic. An Entrance Facility is "existing" if the facility is present in AT&T's network when Broadwing Communications, LLC submits an Access Service Request ("ASR") requesting the Entrance Facility and no special construction is required. Broadwing Communications, LLC may not purchase Entrance Facilities for Mixed Use, i.e., Entrance Facilities used in part in compliance with the foregoing and in part for other purposes ("Mixed Use"), for the rates set forth in the Pricing Sheet(s). Such Mixed-Use facilities will not be provided pursuant to this Agreement as amended but may be provided pursuant to the applicable AT&T tariff and/or service guidebook.
- 3.8.4 Broadwing Communications, LLC may not use Entrance Facilities obtained pursuant to this Agreement for any other purpose, including without limitation (i) as unbundled network elements under Section

251(c)(3) of the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between Broadwing Communications, LLC's customer and Broadwing Communications, LLC's switch, or to carry traffic to and from its own end users) or (iii) E911, Operator Services and Directory Assistance, and Meet Point Trunk Groups.

- 3.8.5 If AT&T determines that Broadwing Communications, LLC is sending traffic over an Entrance Facility other than as set forth in Sections 3.8.2 or 3.8.3, AT&T shall notify Broadwing Communications, LLC of such non-compliance, and Broadwing Communications, LLC shall cure such non-compliance within 45 days of such notice. If Broadwing Communications, LLC does not cure such noncompliance within 45 days, notwithstanding other terms of the Agreement, AT&T reserves its rights to convert any non-compliant facility to the equivalent month-to-month switched access rates and back bill the difference between such rates and the Entrance Facility rates to the date of such notice.
3. Delete Section 6 of Amendment – Entrance Facility, which contains reservation of rights language and was executed between the Parties in 2015.
 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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 6. 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.
 7. For Michigan: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

AMENDMENT

BETWEEN

**MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE
OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO**

AND

BROADWING COMMUNICATIONS, LLC

Signature: eSigned - Gary Black, Jr.Signature: eSigned - Kristen E. ShoreName: eSigned - Gary Black, Jr.
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: VP- Carrier Relations
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 12 Apr 2022Date: 14 Apr 2022**Broadwing Communications, LLC****Michigan Bell Telephone Company d/b/a AT&T
MICHIGAN, The Ohio Bell Telephone Company d/b/a
AT&T OHIO by AT&T Services, Inc., its authorized
agent**

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	---	---	4088
OHIO	---	---	3701

Description	ACNA Code(s)
ACNA(s)	FOC

**AMENDMENT TO THE AGREEMENT
BETWEEN
BROADWING COMMUNICATIONS, LLC
AND**

**MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN AND THE OHIO BELL
TELEPHONE COMPANY D/B/A AT&T OHIO**

This Amendment (the "Amendment") amends the Agreements by and between AT&T and CLEC as shown in the attached Exhibit B. AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit B; and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2017 ("FCC UNE and Resale Forbearance Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Order FCC-20-152 in WC Dkt. No. 19-308; Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which was filed with the FCC on January 8, 2021 ("FCC UNE Relief Order"); and

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User's existing location;
 - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions

shall apply), or

- iii. reprice by application of a new rate (or by application of a surcharge to an existing rate)
 - b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
 - c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service. AT&T will provide notice of such change.
5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").
- i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
 - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
 - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
 - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
6. As of February 8, 2023, CLEC may no longer order new 2-Wire Digital UNE Loops ("Digital Loops") pursuant to this Agreement in Wire Centers where at least 50% of the census blocks served are designated as urbanized areas. Any existing Digital Loops ordered on or before February 8, 2023 ("Digital Loop Embedded Base") are grandfathered until February 8, 2025. CLEC shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. Exhibit A to this Amendment contains Digital Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also Digital Loops subject to the FCC UNE Relief Order.
- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Digital Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to a digital arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate)
 - b. AT&T reserves the right to backbill CLEC for the difference between the Digital Loop rate and the non-UNE rate that applies under this Section 6 for any new Digital Loops inadvertently ordered on or after February 8, 2023, and any Digital Loop Embedded Base remaining as of February 8, 2025.
 - c. AT&T's election to reprice the Digital Loop shall not preclude AT&T from later converting the Digital Loop to a Digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service. AT&T will provide notice of such change.

7. As of February 8, 2023, CLEC may no longer order new DS1 UNE Loops (“DS1 Loops”) pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change from time to time. Any existing DS1 Loops ordered on or before February 8, 2023 (“DS1 Loop Embedded Base”) are grandfathered until July 8, 2024. CLEC shall convert the DS1 Loop Embedded Base to an alternate arrangement, or disconnect such DS1 Loop on or before July 8, 2024. Exhibit A to this Amendment contains DS1 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS1 Loops subject to the FCC UNE Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining DS1 Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)
 - b. AT&T reserves the right to backbill CLEC for the difference between the DS1 Loop rate and the non-UNE rate that applies under this Section 7 for any new DS1 Loops inadvertently ordered on or after February 8, 2023, and any DS1 Loop Embedded Base remaining as of July 8, 2024.
 - c. AT&T’s election to reprice the DS1 Loop shall not preclude AT&T from later converting the DS1 Loop to a DS1 arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.
8. As of February 8, 2021, CLEC may no longer order new DS3 UNE Loops (“DS3 Loops”) pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change time to time. Any existing DS3 Loops ordered on or before February 8, 2021 (“DS3 Loop Embedded Base”) are grandfathered until February 8, 2024. CLEC shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024. Exhibit A to this Amendment contains DS3 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS3 Loops subject to the FCC UNE Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining DS3 Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)
 - b. AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 8 for any new DS3 Loops inadvertently ordered on or after February 8, 2021, and any DS3 Loop Embedded Base remaining as of February 8, 2024.
 - c. AT&T’s election to reprice the DS3 Loop shall not preclude AT&T from later converting the DS3 Loop to a DS3 arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.
9. As of February 8, 2021, CLEC may no longer order new UNE Dark Fiber Transport (“DFT”) pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 (“Dark Fiber Transport Embedded Base”) is grandfathered until February 8, 2029. CLEC shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber Transport on or before February 8, 2029. Exhibit A to this Amendment contains UNE Dark Fiber Transport element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also UNE Dark Fiber Transport subject to the FCC UNE Relief Order. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
 - a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining UNE Dark Fiber Transport and CLEC will be responsible for all recurring and non-recurring charges:

- i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)
 - b. AT&T reserves the right to backbill CLEC for the difference between an UNE Dark Fiber Transport rate and the non-UNE rate that applies under this Section 9 for any new UNE Dark Fiber Transport inadvertently ordered on or after February 8, 2021, and any UNE Dark Fiber Transport Embedded Base remaining as of February 8, 2029.
 - c. AT&T's election to reprice the UNE Dark Fiber Transport shall not preclude AT&T from later converting the UNE Dark Fiber Transport to a DFT arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.
10. As of February 8, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.
 11. CLEC shall provide a forecast of the total number of Unbundled Loops in its embedded customer base that it plans to migrate to an alternate product or service as required by each region. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the transition period.
 12. The Parties agree to add the following language to Section 4.0 to Schedule 9.2.6 of the Agreement:
 - 4.0 **Data Connection Security Requirements**
 - 4.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 12 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.
 - 4.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.
 13. 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.
 14. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 15. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 16. 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.
 17. For Michigan: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 **INTRODUCTION**

- 1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services (“Resale Services”) provided by AT&T-21STATE to CLEC.
- 1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC orders from AT&T-21STATE, including Resale Services that were ordered prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date (“Resale Embedded Base”).

2.0 **GENERAL PROVISIONS**

- 2.1 AT&T-21STATE’s obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE’s End Users at retail.
- 2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
- (i) to the same End User; and
 - (ii) at that same End User’s existing location;
 - (iii) both as of the time of that service’s grandfathering.
- 2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the “Network Disclosure Rules”).
- 2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE’s corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).
- 2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE’s End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.
- 2.7 Except where otherwise explicitly permitted in AT&T-21STATE’s Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).
- 2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of

the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a “retention”, “winback”, or “competitive acquisition” setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less (“Short-Term Promotions”) shall not be available for resale. Promotions lasting longer than ninety (90) calendar (“Long-Term Promotions”) may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing (“Resale Notice”). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
- (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
 - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

- 3.1 “Resale Discount” means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.
- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized

agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.

- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.
- 4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
- 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.
- 4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

- 5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- 5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.
- 5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- 5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this Attachment.

- 5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

- 6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.
- 6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

- 7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.
- 7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

Exhibit B

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Last Party Signed/Approved Date
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Broadwing Communications, LLC	Interconnection	Approved: 09/27/2000
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Broadwing Communications, LLC	Interconnection	Signed: 12/08/2000

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2HXD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2JXD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2WXD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2CXB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2CXC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2CXD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2KXB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2KXC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2KXD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7LX	U4HXD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7LX	U2QXB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7LX	U2QXC	C

PRICING SHEETS

13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7MX	U2QXD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7MX	4U1XB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7MX	4U1XC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7MX	4U1XD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7MX	U4D3A	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7MX	U4D3B	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7MX	U4D3C	D
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	MUJ++, UOB++, UOR++	2SLA1	B
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	MUJ++, UOB++, UOR++	2SLA2	C
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	MUJ++, UOB++, UOR++	2SLA3	D
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	MUJ++, UOB++, UOR++	2SLC1	B
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	MUJ++, UOB++, UOR++	2SLC2	C
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	MUJ++, UOB++, UOR++	2SLC3	D
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	MUJ++, UOB++, UOR++	2SLB1	B
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	MUJ++, UOB++, UOR++	2SLB2	C
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	MUJ++, UOB++, UOR++	2SLB3	D
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	MUJ++, UOB++, UOR++	2SLD1	B
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	MUJ++, UOB++, UOR++	2SLD2	C
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	MUJ++, UOB++, UOR++	2SLD3	D
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	MUJ++, UOB++, UOR++	UWRA1	B
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	MUJ++, UOB++, UOR++	UWRA2	C
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	MUJ++, UOB++, UOR++	UWRA3	D
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	MUJ++, UOB++, UOR++	2SLF1	B
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	MUJ++, UOB++, UOR++	2SLF2	C

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14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	MUJ++, UOB++, UOR++	2SLF3	D
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	MUJ++, UOB++, UOR++	4SL11	B
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	MUJ++, UOB++, UOR++	4SL12	C
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	MUJ++, UOB++, UOR++	4SL13	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area B - Metro	MUJ++, UOB++, UOR++	UY5FB	B
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area C - Suburban	MUJ++, UOB++, UOR++	UY5FC	C
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area D - Rural	MUJ++, UOB++, UOR++	UY5FD	D
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Service Ordering - Per Order	MUJ++, UOB++, UOR++, EE7JX, EE7KX, EE7LX, EE7MX	SEPUP	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Service Ordering - Add/Change Per Order	MUJ++, UOB++, UOR++, EE7JX, EE7KX, EE7LX, EE7MX	REAH9	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Line Connection - Per Loop	MUJ++, UOB++, UOR++, EE7JX, EE7KX, EE7LX, EE7MX	SEPUC	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Line Connection - Add/Change Per Loop	MUJ++, UOB++, UOR++, EE7JX, EE7KX, EE7LX, EE7MX	REAH5	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Loop DS3 - Administrative	MUJ++, UOB++, UOR++, EE7NX	NR9OY	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Loop DS3 - Design & Central Office	MUJ++, UOB++, UOR++, EE7NX	NR9O1	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Loop DS3 - Customer Connection	MUJ++, UOB++, UOR++, EE7NX	NR9O3	
7	OH	OPERATIONS SUPPORT SYSTEM	Service Coordination fee per account, per CO.	MUJ++, UOB++, UOR++	UFE	
14	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer(LST) performed on CODSLAM Loop	MUJ++, UOB++, UOR++	URCLD	
13MR-SL	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer(LST) performed on Sub Loop	MUJ++, UOB++, UOR++	URCLB	
14	OH	LOOP MAKE-UP	Loop Qualification Process - Mechanized	MUJ++, UOB++, UOR++	NR98U	
14	OH	LOOP MAKE-UP	Loop Qualification Process - Manual	MUJ++, UOB++, UOR++	NRBXU	
14	OH	LOOP MODIFICATION	DSL Generic Conditioning all PSD's > 0KFT and < 17.5 KFT	MUJ++, UOB++, UOR++	NRMN6	
14	OH	LOOP MODIFICATION	DSL Generic Conditioning all PSD's > 17.5 KFT	MUJ++, UOB++, UOR++	NRMN7	
14	OH	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Repeater Options	MUJ++, UOB++, UOR++	NRBXV	
14	OH	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal Bridged Tap Option	MUJ++, UOB++, UOR++	NRBXW	
14	OH	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Load Coil	MUJ++, UOB++, UOR++	NRBXZ	
14	OH	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal of Repeater Options	MUJ++, UOB++, UOR++	NRBNL	

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14	OH	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal Bridged Tap Option	MUJ++, UOB++, UOR++	NRBNK	
14	OH	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal of Load Coil	MUJ++, UOB++, UOR++	NRBNJ	
14	OH	LOOP MODIFICATION	Remove All or Non-Excessive Bridged Tap (RABT) - MMP Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	MUJ++, UOB++, UOR++	NRMRJ	
14	OH	LOOP MODIFICATION	Remove All or Non-Excessive Bridged Tap (RABT) - MMP Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	MUJ++, UOB++, UOR++	NRMRP	
14	OH	LOOP MODIFICATION	Remove All or Non-Excessive Bridged Tap (RABT) - MMP removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	MUJ++, UOB++, UOR++	NRMRS	
14	OH	LOOP MODIFICATION	Remove All or Non-Excessive Bridged Tap (RABT) - MMP Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	MUJ++, UOB++, UOR++	NRMRM	
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SPA	B
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 2 Wire Analog - Area C	XHG++, XGG++	U7SPB	C
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 2 Wire Analog - area D	XHG++, XGG++	U7SPC	D
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SPA	B
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SPB	C
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 4 Wire Analog - area D	XHK++,XGK++	U7SPC	D
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 2 Wire DSL - area B	XHW++, XGW++	U7SPA	B
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 2 Wire DSL - area C	XHW++, XGW++	U7SPB	C
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 2 Wire DSL - area D	XHW++, XGW++	U7SPC	D
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 4 Wire DSL - area B	XHY++, XGY++	U7SPA	B
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 4 Wire DSL - area C	XHY++, XGY++	U7SPB	C
13MR-SL	OH	SUB-LOOPS	ECS to SAI sub-loop 4 Wire DSL - area D	XHY++, XGY++	U7SPC	D
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SQA	B
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire Analog - Area C	XHG++, XGG++	U7SQB	C
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire Analog - area D	XHG++, XGG++	U7SQC	D
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SQA	B
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SQB	C
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire Analog - area D	XHK++,XGK++	U7SQC	D
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire DSL - area B	XHW++, XGW++	U7SQA	B
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire DSL - area C	XHW++, XGW++	U7SQB	C
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire DSL - area D	XHW++, XGW++	U7SQC	D
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire DSL - area B	XHY++, XGY++	U7SQA	B
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire DSL - area C	XHY++, XGY++	U7SQB	C
13MR-SL	OH	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire DSL - area D	XHY++, XGY++	U7SQC	D
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SRA	B

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13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 2 Wire Analog - Area C	XHG++, XGG++	U7SRB	C
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 2 Wire Analog - area D	XHG++, XGG++	U7SRC	D
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SRA	B
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SRB	C
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 4 Wire Analog - area D	XHK++,XGK++	U7SRC	D
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 2 Wire DSL - area B	XHW++, XGW++	U7SRA	B
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 2 Wire DSL - area C	XHW++, XGW++	U7SRB	C
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 2 Wire DSL - area D	XHW++, XGW++	U7SRC	D
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 4 Wire DSL - area B	XHY++, XGY++	U7SRA	B
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 4 Wire DSL - area C	XHY++, XGY++	U7SRB	C
13MR-SL	OH	SUB-LOOPS	ECS to NID sub-loop 4 Wire DSL - area D	XHY++, XGY++	U7SRC	D
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SSA	B
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire Analog - Area C	XHG++, XGG++	U7SSB	C
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire Analog - area D	XHG++, XGG++	U7SSC	D
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SSA	B
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SSB	C
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire Analog - area D	XHK++,XGK++	U7SSC	D
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire DSL - area B	XHW++, XGW++	U7SSA	B
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire DSL - area C	XHW++, XGW++	U7SSB	C
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire DSL - area D	XHW++, XGW++	U7SSC	D
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire DSL - area B	XHY++, XGY++	U7SSA	B
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire DSL - area C	XHY++, XGY++	U7SSB	C
13MR-SL	OH	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire DSL - area D	XHY++, XGY++	U7SSC	D
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7STA	B
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 2 Wire Analog - area C	XHG++, XGG++	U7STB	C
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 2 Wire Analog - area D	XHG++, XGG++	U7STC	D
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7STA	B
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7STB	C
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 4 Wire Analog - area D	XHK++,XGK++	U7STC	D
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 2 Wire DSL - area B	XHW++, XGW++	U7STA	B
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 2 Wire DSL - area C	XHW++, XGW++	U7STB	C
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 2 Wire DSL - area D	XHW++, XGW++	U7STC	D
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 4 Wire DSL - area B	XHY++, XGY++	U7STA	B
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 4 Wire DSL - area C	XHY++, XGY++	U7STB	C
13MR-SL	OH	SUB-LOOPS	SAI to NID sub-loop 4 Wire DSL - area D	XHY++, XGY++	U7STC	D
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SUA	B
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 2 Wire Analog - Area C	XHG++, XGG++	U7SUB	C
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 2 Wire Analog - area D	XHG++, XGG++	U7SUC	D
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SUA	B
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SUB	C
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 4 Wire Analog - area D	XHK++,XGK++	U7SUC	D

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13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 2 Wire DSL - area B	XHW++, XGW++	U7SUA	B
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 2 Wire DSL - area C	XHW++, XGW++	U7SUB	C
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 2 Wire DSL - area D	XHW++, XGW++	U7SUC	D
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 4 Wire DSL - area B	XHY++, XGY++	U7SUA	B
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 4 Wire DSL - area C	XHY++, XGY++	U7SUB	C
13MR-SL	OH	SUB-LOOPS	Terminal to NID sub-loop 4 Wire DSL - area D	XHY++, XGY++	U7SUC	D
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 2 Wire Analog - area B	XHG++, XGG++		B
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 2 Wire Analog - area C	XHG++, XGG++		C
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 2 Wire Analog - area D	XHG++, XGG++		D
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 4 Wire Analog - area B	XHK++,XGK++		B
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 4 Wire Analog - area C	XHK++,XGK++		C
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 4 Wire Analog - area D	XHK++,XGK++		D
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 2 Wire DSL - area B	XHW++, XGW++		B
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 2 Wire DSL - area C	XHW++, XGW++		C
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 2 Wire DSL - area D	XHW++, XGW++		D
13MR-SL	OH	SUB-LOOPS	NID sub-loop element 4 Wire DSL - area B	XHY++, XGY++		B
13MR-SL	OH	SUB-LOOPS	NID sub-loop 4 Wire DSL - area C	XHY++, XGY++		C
13MR-SL	OH	SUB-LOOPS	NID sub-loop 4 Wire DSL - area D	XHY++, XGY++		D
13MR-SL	OH	SUB-LOOPS	NID sub-loop 2 Wire ISDN Compatible - area B	XHQ++, XGQ++		B
13MR-SL	OH	SUB-LOOPS	NID sub-loop 2 Wire ISDN Compatible - area C	XHQ++, XGQ++		C
13MR-SL	OH	SUB-LOOPS	NID sub-loop 2 Wire ISDN Compatible - area D	XHQ++, XGQ++		D
13MR-SL	OH	SUB-LOOPS	NID sub-loop 4 Wire DS1 Compatible - area B	XQ1++		B
13MR-SL	OH	SUB-LOOPS	NID sub-loop 4 Wire DS1 Compatible - area C	XQ1++		C
13MR-SL	OH	SUB-LOOPS	NID sub-loop 4 Wire DS1 Compatible - area D	XQ1++		D
13MR-SL	OH	SUB-LOOPS	Sub-Loop Non-Recurring Charges 2-Wire Analog Sub-Loop	XHG++, XGG++		
13MR-SL	OH	SUB-LOOPS	Sub-Loop Non-Recurring Charges 4-Wire Analog Sub-Loop	XHG++, XGG++		
13MR-SL	OH	SUB-LOOPS	Sub-Loop Non-Recurring Charges 2-Wire xDSL Digital Sub-Loop	XHW++, XGW++		
13MR-SL	OH	SUB-LOOPS	Sub-Loop Non-Recurring Charges 4-Wire xDSL Digital Sub-Loop	XHY++, XGY++		
13MR-SL	OH	SUB-LOOPS	Sub-Loop Non-Recurring Charges 2-Wire ISDN Digital Sub-Loop	XHQ++, XGQ++		
13MR-SL	OH	SUB-LOOPS	Sub-Loop Non-Recurring Charges 4-Wire DS1 Digital Sub-Loop	XQ1++		
13MR-SL	OH	SUB-LOOPS	Sub-Loop Service Order Charge Establish, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++		
13MR-SL	OH	SUB-LOOPS	Sub-Loop Line Connection Charge per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++		
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects 2-Wire	MUJ++, UOB++, UOR++, EE7JX, EE7LX	CXCT2	

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13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects 4-Wire	MUJ++, UOB++, UOR++, EE7KX	CXCT4	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS1/LT1	MUJ++, UOB++, UOR++, EE7MX	CXCDX	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS3/LT3	MUJ++, UOB++, UOR++, EE7NX	CXC8X	
13	OH	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS3 C.O. Cross-Connect to Collocation	MUJ++, UOB++, UOR++	CXCBX	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	

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13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7MX, UK1++	NRBCL	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7NX, UK3++	NRBCL	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Termination (Per Termination per Fiber)		ULYCX	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		ULNCF	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Transport Inquiry (Per Request) - NRC		NR9D6	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Firm Order (Per Fiber Strand) Administrative per Order Connect		NRB51	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Firm Order (Per Fiber Strand) Administrative per Order Disconnect		NR9H2	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Firm Order (Per Fiber Strand) Administrative per Order Connect		NRB52	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Firm Order (Per Fiber Strand) Administrative per Order Disconnect		NR9H3	
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Transport - NRC Connect		NRB54	

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13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Transport - NRC Disconnect		NR9H5	
13	OH	ROUTINE MODIFICATIONS	Routine Modifications of Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++	N3RUE	
7	OH	OPERATIONS SUPPORT SYSTEM	Maintenance of Service Charge	MUJ++, UOB++, UOR++, UB5++, EE7JX, EE7KX, EE7LX, EE7MX, EE7NX, UK3++, UK1++	VRP	
13MR-SL	OH	OPERATIONS SUPPORT SYSTEM	Sub-Loops - Maintenance of Service Charge	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++	VRP	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2HC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2HB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2HAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2WC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2WB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2WAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2JC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2JB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2JAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2CC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2CB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2CAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2KC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2KB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2KAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Zone C)	MUJ++, EE7KX, UOB++, UOR++	U4HC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Zone B)	MUJ++, EE7KX, UOB++, UOR++	U4HB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Zone A)	MUJ++, EE7KX, UOB++, UOR++	U4HAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Rural (Zone C)	MUJ++, EE7LX, UOB++, UOR++	U2QC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Suburban (Zone B)	MUJ++, EE7LX, UOB++, UOR++	U2QB1	B

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13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Metro (Zone A)	MUJ++, EE7LX, UOB++, UOR++	U2QAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Rural (Zone C)	MUJ++, EE7MX, UOB++, UOR++	4U1C1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Suburban (Zone B)	MUJ++, EE7MX, UOB++, UOR++	4U1B1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Metro (Zone A)	MUJ++, EE7MX, UOB++, UOR++	4U1AA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Rural (Zone C)	MUJ++, EE7NX, UOB++, UOR++	U4D3C	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Suburban (Zone B)	MUJ++, EE7NX, UOB++, UOR++	U4D3B	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Metro (Zone A)	MUJ++, EE7NX, UOB++, UOR++	U4D3A	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLA3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLA2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLA1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLC3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLC2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLC1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLB3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLB2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLB1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLD3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLD2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLD1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	UWRA3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	UWRA2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	UWRA1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLF3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLF2	B

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14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLF1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	4SL13	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	4SL12	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	4SL11	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	UY5FC	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	UY5FB	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	UY5FA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Service Order- Initial	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUP	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Service Order- Disconnect	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9OE	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Service Order- Subsequent	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	REAH9	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Connection	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUC	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Disconnect	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9OG	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop - Record Work Only	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9UP	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Administration Charge, per order - Install		NR9OH	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Design and CO Connection Charge, per circuit - Install		NR9OK	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Carrier Connection Charge per Termination - Install		NR9ON	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Digital Loop Disconnect Service Order	MUJ++, EE7JX, UOB++, UOR++	NKCQM	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Digital Loop Disconnect, per Loop	MUJ++, EE7JX, UOB++, UOR++	NKCQN	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	MUJ++, EE7KX, UOB++, UOR++	NKCU1	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Design Layout Report Date	MUJ++, EE7KX, UOB++, UOR++	NR95O	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Records Issue Date	MUJ++, EE7KX, UOB++, UOR++	NR95P	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7KX, UOB++, UOR++	NR95Q	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Plant Test Date	MUJ++, EE7KX, UOB++, UOR++	NR95R	

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13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	MUJ++, EE7LX, UOB++, UOR++	NKCUA	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reachedDesign Layout Report Date	MUJ++, EE7LX, UOB++, UOR++	NR95S	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached Records Issue Date	MUJ++, EE7LX, UOB++, UOR++	NR95T	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7LX, UOB++, UOR++	NR95U	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached Plant Test Date	MUJ++, EE7LX, UOB++, UOR++	NR95V	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion Analog Loop	MUJ++, EE7KX, EE7JX, UOB++, UOR++	NR955	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion DS0 Loop	MUJ++, EE7LX, UOB++, UOR++	NR956	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Administration Charge, per order - Install	MUJ++, EE7MX, UOB++, UOR++	NR9OR	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Install	MUJ++, EE7MX, UOB++, UOR++	NKCU2	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Administration Charge, per order - Disconnect	MUJ++, EE7MX, UOB++, UOR++	NR9OT	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Disconnect	MUJ++, EE7MX, UOB++, UOR++	NKCU3	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached	MUJ++, EE7MX, UOB++, UOR++	NKCU4	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Design Layout Report Date	MUJ++, EE7MX, UOB++, UOR++	NR95W	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Record Issue Date	MUJ++, EE7MX, UOB++, UOR++	NR95X	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Designed, Verified & Assigned Date	MUJ++, EE7MX, UOB++, UOR++	NR95Y	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Plant Test Date	MUJ++, EE7MX, UOB++, UOR++	NR95Z	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Administration Charge, per order - Install	MUJ++, EE7NX, UOB++, UOR++	NR9OY	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Install	MUJ++, EE7NX, UOB++, UOR++	NKCU5	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Administration Charge, per order - Disconnect	MUJ++, EE7NX, UOB++, UOR++	NR9OZ	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Disconnect	MUJ++, EE7NX, UOB++, UOR++	NKCU6	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached	MUJ++, EE7NX, UOB++, UOR++	NKCU7	

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13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Design Layout Report Date	MUJ++, EE7NX, UOB++, UOR++	NR951	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Record Issue Date	MUJ++, EE7NX, UOB++, UOR++	NR952	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Designed, Verified & Assigned Date	MUJ++, EE7NX, UOB++, UOR++	NR953	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Plant Test Date	MUJ++, EE7NX, UOB++, UOR++	NR954	
7	MI	OPERATIONS SUPPORT SYSTEM	Service Coordination Fee, per central office	MUJ++, UOB++, UOR++	UFE	
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer (LST) performed on CODSLAM Loop	MUJ++, UOB++, UOR++	URCLD	
13MR-SL	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer (LST) performed on Sub Loop	MUJ++, UOB++, UOR++	URCLB	
14	MI	LOOP MAKE-UP	Loop Qualification Process - Mechanized	MUJ++, UOB++, UOR++	NR98U	
14	MI	LOOP MAKE-UP	Loop Qualification Process - Manual	MUJ++, UOB++, UOR++	NRBXU	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Repeater Options	MUJ++, UOB++, UOR++	NRBXV	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal Bridged Tap Option	MUJ++, UOB++, UOR++	NRBXW	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Load Coil	MUJ++, UOB++, UOR++	NRBXZ	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal of Repeater Options	MUJ++, UOB++, UOR++	NRBNL	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal Bridged Tap Option	MUJ++, UOB++, UOR++	NRBNK	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal of Load Coil	MUJ++, UOB++, UOR++	NRBNJ	
14	MI	LOOP MODIFICATION	Remove All or NON-Excessive Bridged Tap (RABT) - MMP Removal of non - excessive bridged tap DSL Loops > 0kft and < 17.5 Kft	MUJ++, UOB++, UOR++	NRMRJ	
14	MI	LOOP MODIFICATION	Remove All or NON-Excessive Bridged Tap (RABT) - MMP Removal of All bridged tap DSL Loops > 12 Kft to 17.5 Kft	MUJ++, UOB++, UOR++	NRMRP	
14	MI	LOOP MODIFICATION	Remove All or NON-Excessive Bridged Tap (RABT) - MMP Removal of non - excessive bridged tap DSL Loops > 17.5 Kft DSL Loops - per element incremental	MUJ++, UOB++, UOR++	NRMRS	
14	MI	LOOP MODIFICATION	Remove All or NON-Excessive Bridged Tap (RABT) - MMP Removal of All bridged tap DSL Loops > 17.5 Kft - per element incremental	MUJ++, UOB++, UOR++	NRMRM	
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SPA	A

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13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SPB	B
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SPC	C
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SPA	A
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SPB	B
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SPC	C
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SPA	A
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SPB	B
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SPC	C
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SPA	A
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SPB	B
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SPC	C
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SQA	A
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SQB	B
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SQC	C
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SQA	A
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SQB	B
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SQC	C
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SQA	A
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SQB	B
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SQC	C
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SQA	A
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SQB	B
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SQC	C
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SRA	A
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SRB	B
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SRC	C
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SRA	A
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SRB	B
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SRC	C
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SRA	A
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SRB	B
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SRC	C
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SRA	A
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SRB	B
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SRC	C
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SSA	A
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SSB	B
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SSC	C
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SSA	A
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SSB	B
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SSC	C
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SSA	A
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SSB	B
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SSC	C
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SSA	A
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SSB	B
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SSC	C
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7STA	A
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7STB	B

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13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7STC	C
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7STA	A
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7STB	B
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7STC	C
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7STA	A
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7STB	B
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7STC	C
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7STA	A
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7STB	B
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7STC	C
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SUA	A
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SUB	B
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SUC	C
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SUA	A
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SUB	B
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SUC	C
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SUA	A
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SUB	B
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SUC	C
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SUA	A
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SUB	B
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SUC	C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire Analog - area A	XHG++, XGG++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire Analog - area B	XHG++, XGG++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire Analog - area C	XHG++, XGG++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire Analog - area A	XHK++, XGK++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire Analog - area B	XHK++, XGK++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire Analog - area C	XHK++, XGK++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire DSL - area A	XHW++, XGW++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire DSL - area B	XHW++, XGW++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire DSL - area C	XHW++, XGW++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DSL - area A	XHY++, XGY++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DSL - area B	XHY++, XGY++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DSL - area C	XHY++, XGY++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire ISDN Compatible - area A	XHQ++, XGQ++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire ISDN Compatible - area B	XHQ++, XGQ++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire ISDN Compatible - area C	XHQ++, XGQ++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DS1 Compatible - area A	XQ1++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DS1 Compatible - area B	XQ1++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DS1 Compatible - area C	XQ1++		C

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13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Installation, per occasion per location	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++	SEPUP	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Disconnect, per occasion per location	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Subsequent, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Record Work, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++	NR9UP	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Add or Change, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++	REAH9	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Sub-Loop Connection Charge, per termination	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++	SEPUC	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Sub-Loop Disconnection Charge, per termination	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 2-Wire Analog	XHG++, XGG++	UCXE2	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 4-Wire Analog	XHK++, XGK++	UCXE4	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 2-Wire DSL	XHW++, XGW++	U7XH2	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 4-Wire DSL	XHY++, XGY++	U7XH4	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 2-Wire ISDN	XHQ++, XGQ++	U7XJ2	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 4-Wire DS1	XQ1++	U7XKX	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) DS3	XQ3++	U7XLX	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 2-Wire Analog	XHG++, XGG++	NRMOU	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 4-Wire Analog	XHK++, XGK++	NRMOV	

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13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 2-Wire DSL	XHW++, XGW++	NRMOW	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 4-Wire DSL	XHY++, XGY++	NRMOX	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 2-Wire ISDL	XHQ++, XGQ++	NRMOY	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 4-Wire DS1	XQ1++	NRMOZ	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) DS3	XQ3++	NRMO1	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Load Coils - For Sub Loop Facilities > 12Kft. And < 17.5Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Bridged Tap - For Sub Loop Facilities > 12Kft. And < 17.5Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Repeater - For Sub Loop Facilities > 12Kft. And < 17.5Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Load Coils - For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Bridged Tap - For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Repeater - For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) 2-Wire	MUJ++, UOB++, UOR++	CXCT2	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) 4-Wire	MUJ++, UOB++, UOR++	CXCT4	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) DS1/LT1	MUJ++, UOB++, UOR++	CXCDX	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) DS3/LT3	MUJ++, UOB++, UOR++	CXCEX	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) DS3 C.O. Cross-Connect to Collocation	MUJ++, UOB++, UOR++	CXCBX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1

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13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1	UB5++, EE7MX, UK1++	1YZX1	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2	UB5++, EE7MX, UK1++	1YZX2	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3	UB5++, EE7MX, UK1++	1YZX3	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX1	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX2	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX3	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Disconnect			
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU8	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU8	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU8	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU9	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU9	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU9	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7MX, UK1++	ORCMX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7MX, UK1++	NR9OT	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I

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13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUE	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUE	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUE	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUF	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUF	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUF	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7NX, UK3++	ORCMX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC DS3 Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7NX, UK3++	NRBCL	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Service Order Portion to be applied to each critical date below	UB5++, EE7MX, UK1++	NKCUL	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Design Lay Out Report Date	UB5++, EE7MX, UK1++	NR95W	

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13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Records Issue Date	UB5++, EE7MX, UK1++	NR95X	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Designed Verified and Assigned Date	UB5++, EE7MX, UK1++	NR95Y	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Plant Test Date	UB5++, EE7MX, UK1++	NR95Z	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Service Order Portion to be applied to each critical date below	UB5++, EE7NX, UK3++	NKCUM	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Design Lay Out Report Date	UB5++, EE7NX, UK3++	NR951	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Records Issue Date	UB5++, EE7NX, UK3++	NR952	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Designed Verified and Assigned Date	UB5++, EE7NX, UK3++	NR953	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Plant Test Date	UB5++, EE7NX, UK3++	NR954	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge Per Order or Occasion DS1	UB5++, EE7MX, UK1++	NR957	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge Per Order or Occasion DS3	UB5++, EE7NX, UK3++	NR958	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS1 without mileage design and coordination	UB5++, EE7MX, UK1++, MUJ++	NKCUU	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS1 - Design and Coordination (with Mileage)	UB5++, EE7MX, UK1++, MUJ++	NKCUU	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-channelized DS1 without mileage design and coordination	UB5++, EE7MX, UK1++, MUJ++	NKCUR	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-channelized DS1 facility with mileage design and coordination	UB5++, EE7MX, UK1++, MUJ++	NKCUR	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS3 with mileage design and coordination	UB5++, EE7NX, UK3++, MUJ++	NKCUO	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-channelized DS3 facility with mileage design and coordination	UB5++, EE7NX, UK3++, MUJ++	NKCUQ	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-Channelized DS3 Design and Coordination without mileage	UB5++, EE7NX, UK3++, MUJ++	NKCUQ	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS3 without mileage design and coordination	UB5++, EE7NX, UK3++, MUJ++	NKCUT	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Project administration charge per service order	UB5++, EE7NX, UK3++, MUJ++	NKCUY	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Termination (Per Termination per Fiber)		ULYCX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		ULNCF	

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13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Inquiry (Per Request) 'Dark Fiber Interoffice Transport - NRC		NR9D6	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Inquiry (Per Request) Interoffice inquiry (Service Order) Charge, per request		NKCUN	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Installation 'Administrative per Order		NRB51	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Installation Dark Fiber Interoffice Transport - NRC		NRB54	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Disconnect 'Administrative per Order		NR9H2	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Disconnect 'Dark Fiber Interoffice Transport - NRC		NR9H5	
13	MI	ROUTINE MODIFICATION	Routine Modifications of Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++	N3RUE	
7	MI	OPERATIONS SUPPORT SYSTEM	Maintenance of Service Charge	MUJ++, UOB++, UOR++, UB5++, EE7JX, EE7KX, EE7LX, EE7MX, EE7NX, UK3++, UK1++	VRP	
13MR-SL	MI	OPERATIONS SUPPORT SYSTEM	Sub-Loops - Maintenance of Service Charge	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++	VRP	